

AN ORDINANCE **80 05 9**

APPROVING THE TERMS AND CONDITIONS AND
AUTHORIZING THE EXECUTION OF THE ALAMODOME
CONVEYANCE AGREEMENT BETWEEN VIA
METROPOLITAN TRANSIT AUTHORITY AND THE CITY
OF SAN ANTONIO; ESTABLISHING THE ALAMODOME
AS A CITY FACILITY WITHIN THE CITY'S HOTEL
MOTEL SPECIAL REVENUE TAX FUND; AND
DECLARING AN EMERGENCY.

* * * * *

WHEREAS, pursuant to the Stadium Election and Contingent Construction and Operation Agreement executed by the City of San Antonio (hereafter referred to as "City") on August 27, 1988 and VIA Metropolitan Transit Authority (hereafter referred to as "VIA") on November 16, 1988, VIA acquired approximately 57 contingent acres from the City and private landowners on which the City constructed and was to lease from VIA for 99 years, a multipurpose domed stadium known as the Alamodome on the portion of the property south of Montana Street and on which VIA constructed a transit passenger station on the portion of the property north of Montana Street; and

WHEREAS, funding for the purchase of said property and construction of the above improvements was provided from the proceeds of a one-half cent sales tax collected by VIA for five years, which collection period ended March 31, 1994 and intergovernmental assistance funds provided by VIA; and

WHEREAS, while preparing for construction of the Alamodome and the Transit Passenger Station, excavation revealed the existence previously unidentified non-hazardous soils which required and continue to require special environmental remediation treatment; and

WHEREAS, disputes between VIA and the City relating to their respective obligations under the Stadium Agreement and the above condition of the Alamodome and Station property have led VIA and the City to conclude that it is in their mutual best interests and in the best interests of the citizens of the City and surrounding communities to resolve their contract disputes and matters relating to the soil by conveying VIA's title of property south of Montana Street, including the Alamodome and other improvement, to the City in consideration for the City's assumption of a substantial portion of environmental remediation responsibilities; and

WHEREAS, over the last several weeks, VIA and City staff have negotiated the terms and conditions of said conveyance based upon the "Principal Elements of the Alamodome Conveyance" previously approved by City Council and VIA's Board of Trustees,

which terms and conditions, City staff now recommend for approval; and

WHEREAS, in addition, staff further recommends that upon conveyance of title of the Alamodome to the City, the operations activity of the Alamodome be transferred from its currently established enterprise fund and thereafter accounted for as a subfund in the City's Hotel Motel Special Revenue Tax Fund; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the Alamodome Conveyance Agreement between VIA Metropolitan Transit Authority and the City of San Antonio, whereby VIA's fee title to property south of Montana Street, including the Alamodome and other improvements is conveyed to the City of San Antonio in exchange for the City's assumption from VIA of certain environmental remediation responsibilities related to said property, are hereby approved. The City Manager is authorize to execute the Agreement, a copy of which, in substantially final form, is attached hereto and incorporated herein for all purposes, as Exhibit I.

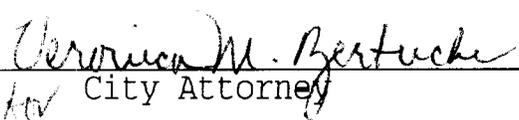
SECTION 2. Upon conveyance of title of the Alamodome to the City, the operations activity of the Alamodome shall be transferred from its currently established enterprise fund and thereafter accounted for separately in the City's Hotel Motel Special Revenue Tax Fund. The Director of Finance is hereby authorized to establish within said Tax Fund, appropriate activity and index codes necessary to make this transfer and to provide for the separate accounting of the Alamodome operations activity.

SECTION 3. This Ordinance shall be effective immediately upon the affirmative vote of at least eight members of the City Council.

PASSED AND APPROVED this 27th day of April, 1994.


M A Y O R

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

94 • 20

CONVEYING ALAMO DOME FROM VIA TO CITY

	ARTS & CULTURAL AFFAIRS
	AVIATION
	BUILDING INSPECTIONS
	BUILDING INSPECTIONS-HOUSE NUMBERING
/	CITY ATTORNEY
	MUNICIPAL COURT
	REAL ESTATE (FASSNIDGE)
	REAL ESTATE (WOOD)
	REAL ESTATE (HUBBARD)
	TRIAL SECTION
	CITY MANAGER
/	TRAVIS BISHOP, ASST. TO CITY MGR.
	CODE COMPLIANCE
	INTERGOVERNMENTAL RELATIONS
	INTERNATIONAL RELATIONS
	YOUTH INITIATIVES
	CITY PUBLIC SERVICE-GENERAL MANAGER
	CITY PUBLIC SERVICE-MAPS & RECORDS
	COMMERCIAL RECORDER (PUBLISH)
	COMMUNITY INITIATIVES
/	CONVENTION & VISITORS BUREAU
/	CONVENTION FACILITIES
/	DOME DEVELOPMENT OFFICE
	ECONOMIC DEVELOPMENT
/	FINANCE DIRECTOR
	ASSESSOR
/	CONTROLLER
	GRANTS
/	RISK MANAGEMENT
	TREASURY
	FIRE DEPARTMENT
	HOUSING & COMMUNITY DEVELOPMENT
	INFORMATION SERVICES
	INTERNAL REVIEW
	LIBRARY
/	MANAGEMENT SERV
/	MANAGEMENT SERV
	MARKET SQUARE
	METROPOLITAN H
	MUNICIPAL COU
	PARKS & RECREA
	PLANNING
	DISABILITY
	LAND DEVELOPMENT SERV
	POLICE DEPARTMENT
	POLICE DEPARTMENT-GROUND TRANSPORTATION
	PUBLIC INFORMATION OFFICE
	PUBLIC UTILITIES
	PUBLIC WORKS
	CAPITAL PROJECTS
	CENTRAL MAPPING
	ENGINEERING
	PARKING DIVISION
	REAL ESTATE (BILL TOUDOUZE)
	SOLID WASTE
	TRAFFIC ENGINEERING
	PURCHASING & GENERAL SERVICES
	SAN ANTONIO WATER SYSTEM (SAWS)
/	ALAMO DOME
/	ASST. MGR.
	MUNICIPAL CODE CORPORATION (PUBLISH)

ITEM NO. 1
DATE: APR 27 1994

MEETING OF THE CITY COUNCIL
MOTION BY: Alia SECONDED BY: Ross

ORD. NO. 80059 ZONING CASE _____

RESOL. _____ PETITION _____

	ROLLCALL	AYE	NAY
ROGER PEREZ DISTRICT 1		✓	
RUTH MC-CLENDON DISTRICT 2		✓	
LYNDA BILLA BURKE DISTRICT 3		absent	
HENRY AVILA DISTRICT 4		✓	
JUAN F. SOLIS III DISTRICT 5		✓	
HELEN AYALA DISTRICT 6		✓	
BOB ROSS DISTRICT 7		✓	
BILL THORNTON DISTRICT 8		✓	
HOWARD PEAK DISTRICT 9		✓	
LYLE LARSON DISTRICT 10		✓	
NELSON WOLFF MAYOR		✓	

AGENCY
NEEDED

Establishing a speciality Dept.

94-20
"ALAMO DOME"
FILE

AGREEMENT

This agreement ("Agreement") is entered into effective April 27, 1994 ("Effective Date") between **VIA METROPOLITAN TRANSIT AUTHORITY ALSO KNOWN AS VIA METROPOLITAN TRANSIT** ("VIA") acting through its Board of Trustees, and the **CITY OF SAN ANTONIO** ("City") acting through its City Counsel.

DEFINITIONS

The following capitalized terms and other capitalized terms appearing in the text of this Agreement shall have the following meanings ascribed to them wherever they shall appear in this Agreement.

"Alamo Iron Works Lawsuit" shall mean that certain lawsuit styled Alamo Iron Works, Inc. vs. VIA Metropolitan Transit Authority et al., 93-CI-09652, 131st Judicial District Court, Bexar County, Texas.

"Intergovernmental Assistance Revenues" shall mean \$4,496,000.00 of VIA transit funds dedicated by VIA to the Project pursuant to the Stadium Agreement.

"Net Income From Future Development" shall mean the gross cash receipts received by City from improvements on the Stadium Land constructed following the Closing (excluding all income from the Stadium) less all (a) payments of principal and interest on indebtedness secured by liens on such improvements, (b) costs incurred in the engineering, construction and financing of the improvements, (c) costs associated with any environmental remediation associated with the improvements, (d) all operating and maintenance costs associated with the improvements, and (e) costs associated with the acquisition, maintenance and operation of any equipment used in connection with the improvements.

"Net Proceeds Derived From The Sale" shall mean the gross cash proceeds received by City from a sale of the Stadium Land, Stadium and all other improvements located thereon, to a private, non-governmental third party less any and all (a) construction costs incurred by City for any improvements constructed on the Stadium Land, including the Stadium, to the extent such costs are not reimbursed by Project Tax Revenues, (b) costs incurred by City for legal, engineering and remediation in connection with the environmental issues of the Project and the Assigned Claims or any other site contemplated herein, to the extent such costs are not reimbursed by Project Tax Revenues, (c) equipment costs incurred in connection with the construction, operation and maintenance of the Stadium Land and Stadium, to the extent such costs are not reimbursed by Project Tax Revenues, and (d) costs incurred by City in connection with the sale, including but not limited to marketing and advertising expenses, renovation/repair costs or allowances, attorneys' fees, brokerage commissions, recording fees and title insurance premiums.

"Onsite Landfill" shall mean that site located in the approximate southeast corner of the Stadium Land in the area typically known as the "parking lot B", bordered by Cherry Street on the east, Durango on the south, Southern Pacific Railroad right-of-way on the west and on the north by the "south Alamodome Pedestrianway".

"Ownership Boundary" shall mean the north right-of-way line of Montana Street.

"Pearsall Road Landfill" shall mean a 239.67 acre tract of land located at 5050 Pearsall Road (FM 2536) one (1) mile southwest of the intersection between Pearsall Road and Southwest Military Dr.

"Petroleum Drive Site" shall mean approximately 10 acres out of a 73.6 acre tract of land in NCB 12175, Lot 3, located in the general vicinity of the intersection of the MK&T Railroad right-of-way and Petroleum Dr.

"Project" shall mean the proposed regional economic development on the Station Land and Stadium Land which is to include construction of the Stadium, construction of the Station, construction of improvements to Montana Street and renovations to the Southern Pacific Railroad Passenger Depot a/k/a "Sunset Depot" located on the Station Land, all as defined in the Stadium Agreement, the legal description of the lands comprising the Project being more particularly described in Exhibit "1" attached hereto and made a part hereof.

"Project Funds" shall mean the total of the Project Tax Revenues and interest thereon collected up to and including May 10, 1994, and Intergovernmental Assistance Revenues.

"Project Tax Revenues" shall mean the additional VIA one-half cent sales tax assessed for the five-year period ending March 31, 1994, and dedicated to the Project pursuant to the Stadium Agreement.

"Stadium" shall mean the Alamodome stadium complex located south of the Ownership Boundary.

"Stadium Agreement" shall mean that certain Stadium Election and Contingent Construction and Operation Agreement executed by the City on August 27, 1988, and by VIA on November 16, 1988, as further amended by a certain Cooperative Intergovernmental Funding Agreement For Montana Street Improvements executed by the City on May 17, 1991 and by VIA on May 15, 1991.

"Stadium Land" shall mean the real property situated south of the Ownership Boundary bounded on the west by Interstate Highway 37, on the east by Cherry Street and on the south by Durango Street, being more particularly described in Exhibit "2" attached hereto and made a part hereof.

"Station" shall mean the VIA transit station complex to be constructed immediately north of the Ownership Boundary at Interstate Highway 37.

"Station Land" shall mean the real property situated north of the Ownership Boundary bounded on the west by Interstate Highway 37, on the east by the Southern Pacific Railroad Right-Of-Way and on the north by Commerce Street, being more particularly described in Exhibit "3" attached hereto and made a part hereof.

"Surrounding Communities" shall mean the suburban communities and unincorporated areas in Bexar County situated within the VIA transit service area as of the Effective Date, as more particularly identified in Exhibit "4" attached hereto and made a part hereof.

FOR VALUE RECEIVED, and in further consideration of the covenants contained herein, VIA and the City agree as follows:

1. Conveyance of Stadium to City. At Closing (hereinafter defined) VIA shall convey to the City the Stadium, the Stadium Land and all personal property, improvements and equipment on or a part of the Stadium or Stadium Land, utilizing a form of Deed and Bill of Sale substantially in the forms of Exhibit "5" attached hereto and made a part hereof and VIA shall retain the Station Land. VIA shall likewise convey to City at Closing all trademarks and other intellectual property rights appurtenant to the Stadium and Stadium Land (including without limitation the trademark "Alamodome") utilizing the form of Assignment substantially in the form of Exhibit "6" attached hereto and made a part hereof. VIA and the City shall, at their respective sole election, perform due diligence as to title and condition of the real and personal property to be conveyed. The conveyance document shall (i) contain "as is", "where is" language, and (ii) contain express disclaimers as to the UCC warranties of merchantability and fitness for a particular purpose and as to environmental condition. The conveyance to the City shall not require the purchase of title insurance or updated on-the-ground surveys by either party but VIA shall provide to City prior to Closing copies of all title insurance policies, surveys and title materials in its possession which pertain to the Stadium Land and the Station Land. The City shall have the sole obligation and all responsibilities relative to the construction, operation, management and maintenance of the Stadium, the Stadium Land and improvements thereto.

2. Transfer of Title By City. The City and VIA acknowledge and agree that the Stadium is a valuable public facility for the citizens of San Antonio and the Surrounding Communities. In the event that the City hereafter sells the Stadium to a private, non-governmental person or entity, City shall pay to the Surrounding Communities, in proportion to population as reflected in the 1990 federal census, ten percent (10%) of the Net Proceeds Derived From The Sale.

3. Transfer Only For Fair Value. City and VIA have determined that the fair value of City's express assumption of liabilities and uncertainties associated with environmental, administrative and public interest responsibilities assumed by City under this Agreement, and the corresponding release of VIA from the financial liabilities related to such responsibilities are equivalent to or exceed the fair value of the Stadium Land, the Stadium, the other improvements thereon and the personal property and equipment

associated therewith so as to satisfy the requirements of Article 1118x of Texas Revised Civil Statutes.

4. Existing Easements and Access to Station. All existing easements on either side of the Ownership Boundary shall be maintained and shall be accessible by each party for ingress and egress to and across the respective tracts of each party and to serve the utility facilities appurtenant to such tracts in accordance with the easement agreements. Provided, however, that the access easements and easements of ingress and egress over and across the Station Land shall be expressly limited in scope to emergency vehicles only and all general vehicular traffic shall be prohibited unless approved by VIA in writing, which approval shall not be unreasonably withheld. City hereby covenants to provide and designate entrance and exit locations to the Stadium Land (at locations reasonably acceptable to City and VIA) for use by maintenance vehicles, vendors, construction and non-emergency traffic so as to minimize such traffic on the Station Land. All non-emergency traffic on the Station Land shall require the written approval of VIA, which shall not be unreasonably withheld, and may be conditioned on a reasonable user fee in the sole discretion of VIA. Either prior to or subsequent to Closing, VIA shall likewise designate and establish the location of specific easements (at locations reasonably acceptable to City and VIA) to be retained by VIA for a railroad right-of-way south of the Ownership Boundary, for an access easement along and across Montana Street, and for an access easement from the Station Land to the Stadium Land. VIA and the City further agree to fully cooperate both prior to and subsequent to Closing in the designation and implementation of (i) reasonable tie-in easements to VIA's slurry wall located on the Station Land to accommodate slurry wall treatment of the Stadium Land and/or the Onsite Landfill, if requested by City, (ii) additional reasonable easements on, over and across the Station Land and/or Stadium Land for environmental remediation purposes (e.g. additional slurry wall construction), and (iii) the designation and implementation of temporary easements as are reasonably necessary during construction periods on either the Station Land or Stadium Land to facilitate access to the areas of the Project which are not under construction. VIA and the City agree that (x) the easements described in this Paragraph 4 will be reasonably satisfactory to City and VIA and upon substantially the forms attached as Exhibit "13" attached hereto and made a part hereof, (y) the cost of constructing the particular easement and the cost of repairing and returning the surface of the easement construction site to substantially its preconstruction condition shall be borne by the party requesting the easement, and (z) each party shall provide for the designation and implementation of such temporary easements in all third party construction contracts entered into after Closing.

5. Transfer to City of Available Funds/Accounting. VIA shall retain from all Project Funds the following amounts:

- a) its current Project budget of \$40,127,651.00;
- b) an additional \$3,496,000.00 to serve as a transitional fund for the following uses: (i) completion of the Station; (ii) completion of all other proposed development on the Station Land; (iii) continued maintenance to all improvements

on the Station Land; and (iv) environmental testing and remediation to (x) the Station Land, and (y) the other locations of responsibility imposed by this Agreement; and

c) the funds specified in Exhibit "7" attached hereto and made a part hereof ("Reserved Funds") which shall be withheld by VIA as its anticipated contractual liability under the pending, third party, joint responsibility contracts (whether such "joint responsibility" is expressed in the contract or imposed by separate agreement between VIA and the City) specified on Exhibit "7" (collectively, the "Third Party Contracts"). VIA and the City shall pay their own costs relative to the Third Party Contracts. Cost overruns above a party's allocated budget relative to the Third Party Contracts shall be borne by the party incurring such cost overruns. VIA shall only deliver the Reserved Funds to a particular third party claimant identified in a Third Party Contract upon the written direction of the City; provided, however, that upon the filing of a lawsuit against VIA by such a third party for collection or recovery of any portion of the Reserved Funds which are the payment responsibility of City (whether or not disputed with the third party claimant), VIA shall have the right to interplead the applicable Reserved Funds into the court having jurisdiction of the lawsuit. In the event that the City procures a novation or settlement stipulation from or judgment against any potential third party claimant identified in a Third Party Contract which clearly evidences the absence of further liability or exposure to liability as to VIA, then VIA shall immediately deliver to the City the Reserved Funds attributable to that Third Party Contract plus any accrued interest thereon, or if such Reserved Funds have been interpled, VIA shall move to have the Court direct that the Reserved Funds be distributed to the City.

All remaining Project Funds shall be transferred by VIA to the City at Closing. The unexpended portion of the Reserved Funds shall be paid to City upon closeout of the Third Party Contracts. The City shall utilize all such transferred Project Funds solely for (i) construction (including ancillary charges necessary to place the Stadium in its intended location and condition for use), development, attorneys' and environmental engineering consultants' fees, environmental investigation and any removal actions from or remediation of the environmental conditions at the Stadium Landfill, Stadium and the Stadium Land in accordance with this Agreement, (ii) environmental investigation and any removal actions from or remediation of all offsite disposal locations contemplated in this Agreement (including attorneys' and environmental engineering consultants' fees), and (iii) capital outlays installed and/or in furtherance of construction on the Stadium Land, all in accordance with generally accepted accounting principles, as codified by the Governmental Accounting Standards Board. All other uses are hereby prohibited.

6. Accounting By VIA and the City. VIA and the City shall make a final accounting to one another and cause an independent audit to be performed regarding the application of the portion of the Project Funds retained by VIA and transferred to City under this Agreement at such time as the Project Funds are exhausted. Said final accounting and independent audit shall be due no later than six (6) months subsequent to

each respective entity's fiscal year end and shall include an "application of funds" schedule and attestation from each respective entity's independent auditor regarding compliance with the provisions of this Agreement. A schedule of noncompliance items shall also be included. The costs of the independent audit shall be shared by VIA and the City in the same proportions as previous independent audits performed relative to the Project. Misapplication of the Project Funds retained or transferred under this Agreement in violation of the limited uses for such Project Funds prescribed by this Agreement shall give rise to the sole obligation of reimbursement by the breaching party to the other party. In the event that either party is due a reimbursement from the other party under the terms of this Agreement, whether as a result of misapplication of funds or otherwise, such reimbursement shall be due on the thirtieth (30th) day after request for reimbursement along with supporting documentation is received.

7. Environmental Responsibility. Excluding the allocation of responsibility for fines and penalties described in paragraph 8 below, all responsibility for compliance with and costs of any removal action or remediation action (collectively, "Environmental Responsibility") under federal and state environmental statutes, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act of 1986, Safe Drinking Water Act, Clean Water Act and Clean Air Act, whether past, present or future (except funds already expended by VIA and the City as of the date of Closing), are, as between VIA and City, hereby expressly assumed and shall hereafter be borne solely by the City as to all property south of the Ownership Boundary to Durango Street (including the Onsite Landfill) and are, as between VIA and City, hereby expressly assumed and shall hereafter be borne solely by VIA as to all property north of the Ownership Boundary to Commerce Street. The respective Environmental Responsibilities assumed by VIA and the City shall expressly exclude assumption of liability or responsibility for or in connection with claims for personal injury or property damage which relate to the tracts or sites for which Environmental Responsibility has been allocated in this paragraph 7. Any and all fines and penalties imposed by any agency with jurisdiction (whether exclusive or concurrent) over environmental or natural resource issues arising out of the Project shall be allocated as set forth in paragraph 8 below. Environmental Responsibility for the following shall be, as between VIA and the City, assumed by the City:

- a) the Onsite Landfill;
- b) the Petroleum Drive Site;
- c) the Pearsall Road Landfill; and
- d) all other sites, known or unknown, containing soil, spoils, debris and other materials (i) removed from the Stadium Land; (ii) removed from the Station Land prior to March 1, 1994 and commingled with Stadium Land soil, spoils, debris and other materials; or (iii) removed from the Station Land prior to March 1, 1994 and deposited at one or more of the offsite disposal

locations specifically identified on Exhibit "8" attached hereto and made a part hereof; provided, however, that the responsibilities assumed by the City under this subparagraph d shall exclude (x) remediation at disposal sites other than those identified in Exhibit "8" containing non-commingled soil, spoils, debris and other materials removed from the Station Land, and (y) remediation at the disposal locations identified in Exhibit "8" (other than the Onsite Landfill) as to which any state or federal regulatory agency makes a formal administrative determination or a final adjudication that the profile of the soil, spoils, debris and other materials is other than as represented by VIA in the Soil Disposal Profile (herein so called) to be delivered by VIA to City at Closing and that as a result of the deviation in the characterization set forth in the Soil Disposal Profile, the agency requires additional testing, monitoring, removal of the soil, spoils, debris and other materials from the site and/or treatment of the soil, spoils, debris and other materials resulting in the expenditure of significant costs by the City (which agency determinations and/or adjudications are herein collectively called the "Agency Reclassifications"). For purposes hereof, "significant costs" shall mean the estimated expenditure by the City, as represented by the average of three (3) bids received by the City or bid packages for testing, monitoring, removal or remediation and associated expenses, of \$10,000.00, or more, per offsite disposal location. The City's right to decline Environmental Responsibility for offsite disposal locations as to which Agency Reclassifications have been made (which decline by the City shall be its sole remedy) shall expressly exclude offsite disposal locations containing commingled soils (being defined as soils, spoils, debris and other materials from the Station Land which have been mixed or dumped with soil, spoils, debris and other materials from the Stadium Land in such a way as to reasonably prevent separation and return to their original condition, form and/or volume immediately prior to mixing or dumping), whether or not identified on Exhibit "8", and shall expressly exclude the Onsite Landfill, the Petroleum Drive Site and the Pearsall Road Landfill, all of which sites shall remain the sole Environmental Responsibility of the City without exception and without regard to level of contamination.

As between VIA and the City, VIA shall retain sole Environmental Responsibility for the Station Land, except as to soil, spoils, debris and other materials which have been removed from the Station Land and deposited in such a manner or at a location as to which the City has assumed Environmental Responsibility under this Paragraph 7. In the event that Agency Reclassifications are made for any of the Exhibit "8" disposal sites (other than the Onsite Landfill) and the City thereupon notifies VIA in writing that as a result the City declines Environmental Responsibility, the City shall immediately assign to VIA all claims, rights of contribution and causes of action against all persons and entities which are or were in any way, directly or indirectly, responsible for or participants in the removal and deposit of soils, spoils, debris and other materials from the Station Land at that disposal location. The City hereby represents that the offsite disposal locations containing soil, spoils, debris and other materials from the Stadium Land which are known as of the Effective Date are more

particularly depicted on Exhibit "9" attached hereto and made a part hereof. City further acknowledges that in the event that soil, spoils, debris and other materials originating from the Project are discovered after the Effective Date at offsite disposal locations which are not listed in either Exhibit "8" or Exhibit "9" attached hereto, and further in the event that the source of such soil, spoils, debris and other materials from the Project cannot be identified as originating solely from the Station Land, then such soil, spoils, debris and other materials shall be deemed to be the sole Environmental Responsibility of City. Newly discovered soil, spoils, debris and other materials which can be identified as originating solely from the Station Land shall remain the sole Environmental Responsibility of VIA. The testing costs and environmental engineering consultants' fees incurred by a party after the Effective Date of this Agreement as to any newly discovered soils, spoils, debris and other materials shall ultimately be borne by the party responsible for removal or remediation under this Agreement. In the event that the non-responsible party advances the testing fees and/or environmental engineering consultants' fees, such party shall be entitled to reimbursement from the responsible party. Notwithstanding the foregoing allocation of rights and responsibilities between VIA and the City, nothing herein is intended or shall be construed as a release, allocation or assumption by VIA or the City of the liability of any person or entity who is not a party to this Agreement.

8. Allocation of Fines and Penalties. Any and all fines and penalties imposed by any agency with jurisdiction (whether exclusive or concurrent) over environmental or natural resource issues arising out of the Project (hereinafter collectively called, the "Fines and Penalties") shall be allocated and borne as follows:

a) As to activities after the Effective Date, VIA shall bear all Fines and Penalties as to the Station Land and the City shall bear all Fines and Penalties as to the Stadium Land.

b) As to activities prior to the Effective Date, the City shall bear all Fines and Penalties as to the Stadium Land, the Onsite Landfill, the Pearsall Road Landfill, the Petroleum Drive Site and any other site where the soils spoils, debris and other materials have been commingled. VIA shall bear all Fines and Penalties as to the Station Land and the VIA soil disposal locations identified in Exhibit "8" attached hereto and made a part hereof, and all other sites for which VIA has ultimate Environmental Responsibility under paragraph 7 of this Agreement.

9. Assignment of Causes of Action and Claims. Other than the Alamo Iron Works Lawsuit, , VIA shall assign to City at Closing all past, present and future claims and causes of action, and rights of cost recovery and/or contribution or indemnity, whether existing under common law or arising under any state or federal statute, that VIA owns or claims, or may own or claim against any person or entity that concerns, relates or pertains to, or arises out of or from the prior operation or ownership of the Station Land and/or the Stadium Land, the environmental testing, excavation, demolition, construction, removal, transportation, storage or disposal of soils, and/or deposit of soils on or from the Stadium Land, and/or the Station Land INSOFAR AND ONLY INSOFAR AS said causes of action, claims and rights of recovery or contribution relate or pertain to (i) the Stadium Land and

the Onsite Landfill, (ii) the offsite disposal locations described in Paragraph 7 of this Agreement for which the City has assumed Environmental Responsibility; and (iii) soils, spoils, debris and other materials generated on the Station Land but removed to a location for which the City has assumed Environmental Responsibility under this Agreement (collectively, the "Assigned Claims"). VIA covenants to deliver to the City, upon request by City, party-specific and/or transaction - specific assignment documents (in a form reasonably agreed to by VIA and City) so as to further evidence the transfer of any and all Assigned Claims relative to a particular party or a particular transaction.

VIA and City covenant to fully cooperate with one another from and after the Effective Date and the Closing which shall include without limitation, subject to receipt of reasonable notice, the sharing of files and information and making employees, agents, representatives, contractors and consultants available for informal interviews and formal testimony. VIA shall likewise assign to the City upon request and when applicable, proceeds received or available from all insurance policies, bonds and other contracts benefitting VIA or any of its contractors as same pertain to the Assigned Claims. VIA and the City shall each retain and assume responsibility for all other claims, lawsuits, agency proceedings, and actual losses incurred by it, respectively, in connection with all other matters not covered by this Agreement and neither VIA or the City shall be deemed to have waived any of their respective rights relative to third parties and relative to one another, whether accrued or unaccrued, known or unknown, which are not specifically addressed by this Agreement.

VIA shall make available to the City and the City's legal counsel after Closing for inspection and duplication, upon reasonable request and during business hours, all files and other materials in its possession or under its control which pertain to the Project. VIA represents to City that it has not entered into any settlement agreement, release or covenant not to sue with respect to an Assigned Claim, and that it has not entered into any assignment agreement with respect to nor encumbered or otherwise transferred any Assigned Claim.

10. Assignment of Governmental Awards and Reimbursements. All rewards, reimbursements, and recoveries (collectively, "Awards and Reimbursements") from governmental sources (including but not limited to underground storage tank remediation reimbursements), shall be divided, as received, as follows:

- a) if pertaining to an offsite location as to which the City has assumed Environmental Responsibility, the Awards and Reimbursements shall be allocated solely to the City; provided, however that if the City reassigns the location to VIA pursuant to an Agency Reclassification described in paragraph 7 above, the Awards and Reimbursements shall be allocated to VIA;
- b) if pertaining to the Station Land and arising from events or occurrences prior to the Effective Date of this Agreement, the Awards and Reimbursements shall be divided equally between VIA and the City;

- c) if pertaining to the Station Land and arising from events or occurrences on or subsequent to the Effective Date of this Agreement, the Awards and Reimbursements shall be allocated solely to VIA; and
- d) if pertaining to the Stadium Land whether related to occurrences before or after the Effective Date of this Agreement, the Awards and Reimbursements shall be allocated solely to the City.
- e) division of Awards and Reimbursements shall be on a prorated basis if pertaining to both Station Land and Stadium Land, with the proration formula being based upon the percentage of acreage affected, unless otherwise expressly allocated in the terms of the particular Award and Reimbursement.

11. Joint Cooperation In Pursuit of Former Landowners and Responsible Third Parties. VIA and the City shall fully and reasonably cooperate with one another in connection with any action to pursue claims against or defend claims asserted by former landowners of the Project or any part thereof, including Alamo Iron Works and third parties who may be partially or wholly responsible for, or have a legal duty of contribution with respect to, environmental liabilities and costs incurred relative to the Project and all of the offsite disposal locations. VIA and the City agree to promptly notify one another as to any notice from any state or federal agency regarding the initiation of any investigation, enforcement action or proceeding to impose or collect civil penalties or injunctive relief against either of them and/or the Project.

12. Alamo Iron Works Lawsuit. At Closing, VIA shall transfer all of its past, present and future claims and causes of action against Alamo Iron Works and its recoveries, if any, from the Alamo Iron Works Lawsuit (and any other past, present and future cause of action against Alamo Iron Works) to the City subject to the following conditions:

- a) settlement of the Alamo Iron Works Lawsuit shall require all tort claims against VIA and the individual defendants to be dismissed with prejudice;
- b) settlement terms providing for transfer of real property to the City or exchange of real property with the City (whether such settlement terms relate to the Alamo Iron Works Lawsuit or to any separate litigation or threatened litigation pertaining to the City's separate causes of action related to Alamo Iron Works) shall entitle VIA to a sixty (60) day option, commencing with the date of transfer to or exchange with the City, to purchase from the City the real property so acquired for the fair market value of the property as determined by taking the average of two (2) appraisals prepared by mutually agreed upon appraisers;

c) VIA's present legal counsel shall continue to represent VIA and the individual defendants in the Alamo Iron Works Lawsuit with regard to claims made by Alamo Iron Works against VIA and the individual defendants at VIA's sole expense;

d) net cash proceeds, if any, derived from a final judgment or settlement of the Alamo Iron Works Lawsuit (other than a settlement as described in subparagraph (b) above) shall be divided between VIA and the City in the following proportions and in the following order of priority: (i) first, to City's legal fees and costs incurred on and after the Effective Date; (ii) second, to VIA's legal fees and costs incurred on and after the Effective Date; (iii) third, as to the initial \$1,000,000 of recovery after legal expenses, 90% to the City and 10% to VIA; (iv) fourth, as to recoveries between \$1,000,000 and \$3,000,000 after legal expenses, 80% to the City and 20% to VIA; and (v) fifth, as to recoveries above \$3,000,000 after legal expenses, 75% to the City and 25% to VIA;

e) the assignments described in this paragraph shall not be construed under any circumstances as an assumption by the City of VIA's liabilities with respect to the slander and libel claims or any other claims asserted by Alamo Iron Works against VIA, its officers, directors or employees;

f) VIA acknowledges that the City is not assuming any obligations or liabilities of VIA to any third parties except those specifically described in paragraph 7 of this Agreement;

g) The City shall employ its own legal counsel to prosecute the claims and causes of action assigned to it by VIA in this paragraph. The City shall continue prosecution of these claims in VIA's name and will not be required by VIA to intervene in the Alamo Iron Works Lawsuit. The City shall use its best efforts to prosecute the Alamo Iron Works Lawsuit to a prompt conclusion;

h) VIA will execute the pleadings necessary to substitute counsel selected by the City as counsel of record in the Alamo Iron Works Lawsuit for the claims and causes of action assigned to the City in this paragraph; and

i) the term "net cash proceeds" described in subparagraph (d) above shall mean the actual cash proceeds derived from Alamo Iron Works (or its insurers), if any, net of recoveries by Alamo Iron Works from VIA and/or individual defendants who are or were officers or members of the Board of Trustees of VIA in the Alamo Iron Works Lawsuit, tort or otherwise, if any. In the event that recovery by Alamo Iron Works from VIA and/or the individual defendants who are or were officers or members of the Board of Trustees of VIA in the Alamo Iron Works Lawsuit exceeds the recovery by VIA (or the City, as its assignee), VIA and the City agree that VIA (and/or

the additional VIA defendants) shall be solely responsible for the excess of Alamo Iron Works recovery above the VIA/City recovery.

VIA shall likewise deliver to the City at Closing (as City's property) all of the Bates-stamped, Alamo Iron Works Lawsuit production documents in the possession of its legal counsel, Butler & Binion, L.L.P. in connection with the Alamo Iron Works Lawsuit. Due to VIA's continued position in the Alamo Iron Works Lawsuit as a party-defendant, the City shall make such documents available to VIA and to VIA's legal counsel for inspection and duplication, upon reasonable request and during business hours. VIA and the City agree to fully cooperate with one another with respect to the Alamo Iron Works Lawsuit which shall include without limitation, subject to receipt of reasonable notice, the sharing of files and information and making employees, agents, representatives, contractors and consultants available for informal interviews and formal testimony.

13. Covenants of Future Performance By VIA. VIA shall complete the Station development as soon as practicable, and shall fully comply with this Agreement.

14. Representations and Warranties By VIA. In addition to all other representations and warranties made by VIA to City in this Agreement, VIA represents and warrants to City as follows:

(a) VIA is a duly formed and validly existing metropolitan transit authority and political subdivision of the State of Texas (created pursuant to Article 1118x, Revised Civil Statutes of Texas, as amended), and has been duly authorized to enter into this Agreement and to consummate the transactions contemplated hereby by its Board of Trustees; John Milam, the General Manager of VIA, has been duly authorized to execute this Agreement and all the documents required to consummate the transactions contemplated hereby; neither this Agreement and the transactions contemplated hereby nor any of the documents required to consummate the transactions contemplated hereby violates the provisions of any other agreement or instrument to which VIA is a party or by which VIA is bound.

(b) VIA has not granted to any other party any license, lease or other right relating to the use or possession of the Stadium or Stadium Land, or any part thereof.

(c) Other than as described in Exhibit "14" attached hereto and made a part hereof, VIA has no knowledge of any pending or threatened action by any governmental authority with respect to the Stadium Land or any other location as to which City has assumed Environmental Responsibilities under this Agreement which has not otherwise been disclosed to City by VIA or a third party.

(d) VIA has no knowledge of any existing default or breach under any of the covenants, conditions, restrictions, rights-of-way, or easements, if any, affecting all or any portion of the Stadium Land which are to be performed or complied with by the owner of the Stadium Land.

(e) VIA's schedules and reports (including cash-flow reports, financial data, Reserved Funds data and expense data) relating to the Project which have been or are to be furnished to City were prepared in accordance with sound accounting principals consistently applied and were correct in all material respects as of the date thereof, and there will have been no material changes from the information set forth in such schedules as of the Closing.

(f) VIA has paid or will pay in full, prior to closing, all fully documented and undisputed bills and invoices for labor, goods, materials and services of any kind relating to or affecting the Stadium or the Stadium Land for which VIA is responsible. All action required pursuant to this Agreement which is necessary to effectuate the transactions contemplated herein will be taken promptly and in good faith by VIA and VIA shall furnish City with such documents or further assurances as City may reasonably require.

(g) VIA shall execute and deliver to City at Closing a Certificate of Representations and Warranties in the form attached hereto and made a part hereof as Exhibit "10".

15. Covenants of Future Performance By City. City shall complete the Stadium development as soon as practicable, and shall fully comply with this Agreement.

16. Representations and Warranties By City. In addition to all other representations and warranties made by City to VIA in this Agreement, City represents and warrants to VIA as follows:

(a) City is a home rule municipal corporation and has been duly authorized to enter into this Agreement and to consummate the transactions contemplated hereby by its City Council; Alexander E. Briseno, City Manager, has been duly authorized to execute this Agreement and all the documents required to consummate the transactions contemplated hereby; neither this Agreement and the transactions contemplated hereby nor any of the documents required to consummate the transactions contemplated hereby violates the provisions of any other agreement or instrument to which City is a party or by which City is bound. All action required pursuant to this Agreement which is necessary to effectuate the transactions contemplated herein will be taken promptly and in good faith by City and City shall furnish VIA with such documents or further assurances as VIA may reasonably require.

(b) City shall execute and deliver to VIA at Closing a Certificate of Representations and Warranties in the form attached hereto and made a part hereof as Exhibit "11".

17. Substitution Of This Agreement For Stadium Agreement. This Agreement shall specifically supersede and replace the Stadium Agreement in all respects, and upon

execution of this Agreement by the parties, the Stadium Agreement shall be deemed terminated.

18. City Advisory Board. City shall promptly establish a Stadium advisory board consisting of representatives appointed by the City and representatives appointed by the Surrounding Communities. The composition of the advisory board, the total number of representatives, the duties of the representatives and all other material matters pertaining to the advisory board shall be within the sole discretion of the City.

19. Stadium Renewal and Improvement Fund. City shall promptly establish and thereafter maintain and manage a renewal and improvement fund for the repair, partial replacement, replacement, rehabilitation, renewal and improvements to the Stadium.

20. Distributions of Future Net Income. City shall distribute ten percent (10%) of the Net Income From Future Development on the Stadium Land (excluding the Stadium) among the Surrounding Communities according to population as reflected in the 1990 federal census.

21. Release of City by VIA. Other than the obligations of City prescribed by this Agreement, and excluding any right of contribution in connection with claims or lawsuits by third parties, VIA, as of the Effective Date, has released and by these presents does release, acquit and forever discharge City and its employees, officers, council members and attorneys from any and all claims and causes of action raised or which could have been raised by VIA, other than intentional misconduct or criminal activity by the released party, in connection with the Stadium Agreement, ownership of Project lands, construction or operation of the Project, or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which VIA has had, may have, or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project lands, construction or operation of the Project, or matters covered thereby. It is expressly understood and agreed between the City and VIA that the release given in this paragraph is a release as to the City and its employees, officers, council members and attorneys and that there are no third party beneficiaries to this release. The foregoing release does not and shall not be construed to release, mitigate or reduce the liability of any consultant, contractor, subcontractor or other third party who may have liability to the City for any reason related to the Project or other matters addressed in this Agreement.

22. VIA's Covenant Not to Sue. Other than actions against the City in connection with this Agreement and other than the rights to implead the City hereinafter described, VIA further covenants and agrees to take no action, directly or indirectly, to file or to cause to be filed any suit, institute or assist in instituting any proceeding in any court against City, its employees, officers, council members, and attorneys for or in connection with any and all claims or causes of action raised or which could have been raised (other than intentional

misconduct or criminal activity) in connection with the Stadium Agreement, ownership of Project lands, construction or operation of the Project, or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which VIA has, had, may have or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done by City from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project lands, construction or operation of the Project, or matters covered thereby. Nothing in this paragraph shall be construed so as to prevent VIA from suing any consultant, contractor, subcontractor or other entity which may have liability relating to the Project or the matters addressed in this Agreement or from impleading the City, pursuant to the applicable rules of procedure, into any lawsuit or proceeding, the subject matter of which includes matters as to which the City is liable or financially responsible, in whole or in part, pursuant to the terms of this Agreement or from asserting against City any rights of contribution available under law. This covenant not to sue may be asserted only by the City and its employees, officers, council members and attorneys and it may not be asserted by any other party as a bar to any lawsuit filed or asserted by VIA.

23. Release of VIA by City. Other than the obligations of VIA prescribed by this Agreement, and excluding any right of contribution in connection with claims or lawsuits by third parties, City has this day released and by these presents does release, acquit and forever discharge VIA, its respective employees, officers, board members and attorneys from any and all claims and causes of action raised by City, or which could have been raised by City other than intentional misconduct or criminal activity by the released party, in connection with the Stadium Agreement, ownership of Project lands, construction or operation of the Project, or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise which City has, had, may have, or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project lands, construction or operation of the Project, or matters covered thereby. It is expressly understood and agreed between the City and VIA that the release given in this paragraph is a release as to VIA and its employees, officers, board members and attorneys and that there are no third party beneficiaries to this release. The foregoing release does not and shall not be construed to release, mitigate or reduce the liability of any consultant, contractor, subcontractor or other third party who may have liability to VIA for any reason related to the Project or other matters addressed in this Agreement.

24. City's Covenant Not To Sue. Other than actions against VIA in connection with this Agreement and other than the rights to implead VIA hereinafter described, City further covenants and agrees to take no action, directly or indirectly, to file or to cause to be filed any suit, institute or assist in instituting any proceeding in any court against VIA,

its respective employees, officers, board members and attorneys for or in connection with any and all claims or causes of action raised or which could have been raised (other than intentional misconduct or criminal activity) in connection with the Stadium Agreement, ownership of Project lands, construction or operation of the Project or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which City has, had, may have or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done by VIA from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project lands, construction or operation of the Project or matters covered thereby. Nothing in this paragraph shall be construed so as to prevent the City from suing any consultant, contractor, subcontractor or other entity which may have liability relating to the Project or the matters addressed in this Agreement or from impleading VIA, pursuant to the applicable rules of procedure, into any lawsuit or proceeding, the subject matter of which includes matters as to which VIA is liable or financially responsible, in whole or in part, pursuant to the terms of this Agreement, or from asserting against VIA any rights of contribution available under law. This covenant not to sue may be asserted only by VIA and its employees, officers, board members and attorneys and it may not be asserted by any other party as a bar to any lawsuit filed or asserted by the City.

25. Claims Covered By Existing Insurance. City shall have the right to terminate, subsequent to Closing, the insurance policies identified on Exhibit "12" attached hereto and made a part hereof as to which VIA is an additional insured; provided, however, that the City shall provide VIA with a certificate of insurance evidencing that VIA is an additional insured on City's underlying primary liability policy with respect to operation and use of the Stadium and City shall be solely responsible for satisfaction of all deductibles and self insured retention limits applicable to any of the policies under which VIA is or was afforded insurance coverage.

26. Texas Department of Transportation Exchange. VIA and City acknowledge and agree that negotiations are pending to accomplish an exchange of real property with the State Department of Highways and Public Transportation ("SDHPT") for the purpose of making the western boundary of the Project along Interstate Highway 37 a straight line. VIA and the City covenant and agree to jointly pursue these efforts with diligence subsequent to Closing in an effort to achieve such goals.

27. Replatting of Project. VIA and City acknowledge and agree that both VIA and the City intend to replat the lands comprising the Project subsequent to Closing. City staff will exercise best efforts to accommodate VIA's reasonable requests related to the replatting procedures.

28. No Admission of Liability. This Agreement is given, in part, in settlement and compromise of disputed claims and is not intended and shall not be construed as an admission of liability by any of the parties as to any matter.

29. Closing/Survival of Covenants. Closing of the transactions contemplated by this Agreement shall take place in the offices of VIA (800 W. Myrtle) on June 6, 1994, at 4:00 p.m., unless an alternate time and place of closing is mutually agreed upon by the parties. All warranties, representations and covenants contained herein shall survive Closing. At Closing, the following executed documents shall be delivered by the parties (irrespective of the party preparing the document or the costs incurred in connection with such preparation):

As to VIA:

- a) Warranty Deed;
- b) Bill of Sale;
- c) Assignment of Trademarks and Tradenames;
- d) Assignment of Claims;
- e) Assignment of Claims Against Alamo Iron Works, Inc.;
- f) Substitution of Counsel pleadings for Alamo Iron Works Lawsuit;
- g) Assignment and Assumption of Third Party Contracts and Other Rights;
- h) FIRPTA Certificate;
- i) Soil Disposal Profile;
- j) Certificate of Representations and Warranties; and
- k) VIA's Bates-stamped, Alamo Iron Works Lawsuit production documents.

As to City:

- a) each of the above documents which likewise provides for execution by the City;
- b) Certificate of Insurance; and
- c) Certificate of Representations and Warranties.

All Project Funds which are to be transferred to the City at Closing under this Agreement shall be delivered at Closing if in VIA's possession. If any portion of the Project Funds to be transferred at Closing have accrued to VIA but have not yet been made available to VIA (e.g. sales tax revenues not yet released by the Comptroller of Public Accounts), such funds shall be delivered by VIA to City upon receipt.

30. Additional Documentation. VIA and the City covenant and agree to execute and deliver such additional reasonable documentation necessary to effectuate the purposes of this Agreement prior to, at or subsequent to Closing.

31. Time of Essence, Attorneys Fees. Time is of the essence with respect to this Agreement and same shall be capable of specific performance without prejudice to any other rights or remedies under law. If either party seeks to enforce, in law or in equity, any provision contained herein, then the prevailing party in such proceeding shall be entitled to attorneys fees, interest and all such other disbursements and relief provided under law.

32. Payment of Expenses. Except as otherwise provided herein, all of the fees and expenses incurred by any party prior to the Closing in order to complete the transactions required or permitted hereby shall be paid by the party incurring such fees and expenses.

33. Modification or Amendment. The parties hereto may modify or amend this Agreement only by written agreement executed and delivered by the respective parties.

34. Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

35. Non-Assignability. This Agreement shall not be assignable by either party.

36. No Waivers. No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar) nor shall such waiver or failure to act constitute a continuing waiver or evidence of a binding course of conduct unless expressly provided herein or expressly stipulated to in writing by the parties.

37. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND SHALL BE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

38. Notices. Any notice required or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering the same to the address of such party. Notice given in accordance herewith shall be deemed to be received forty-eight (48) hours after deposited in the U. S. Mail, if such notice is sent by mail, or upon receipt by any person over the age of eighteen (18) at the address of the addressee if such notice is delivered. For purposes of notice, the addresses of the parties shall be as follows:

To VIA:

John Milam, General Manager
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

Bonnie Prosser Elder, General Counsel
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

With copy to:

Butler & Binion, L.L.P.
112 E. Pecan, Suite 2700
San Antonio, Texas 78205
Attention: Mr. Lawrence R. Linnartz
Telephone: (210) 227-2200
Fax: (210) 223-6730

To City:

Alexander E. Briseno, City Manager
City Hall
Military Plaza, 3rd Floor
San Antonio, Texas 78205
Telephone: (210) 299-7080
Fax: (210) 299-8940

Lloyd Garza, City Attorney
City Hall
Military Plaza
San Antonio, Texas 78205
Telephone: (210) 299-8940
Fax: (210) 299-8940

With copy to:

W. Bebb Francis, III
Cox & Smith Incorporated
112 E. Pecan Street, Suite 2000
San Antonio, Texas 78205
Telephone: (210) 554-5320
Fax: (210) 226-8395

39. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

40. No Third Party Beneficiaries. This Agreement is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto. No third party beneficiaries are intended to be referenced, designated or inferred by this Agreement.

41. Exhibits. All exhibits attached hereto are fully incorporated herein by this reference for all purposes.

42. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or enforceable provision had never been contained herein.

43. Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

EXECUTED by the undersigned as of the Effective Date set forth above.

"CITY"

CITY OF SAN ANTONIO

By authority of Ordinance

No. 80059

passed and approved

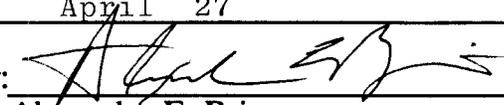
April 27, 1994

ATTEST:



City Clerk

By:



Alexander E. Briseno

City Manager

APPROVED AS TO FORM:

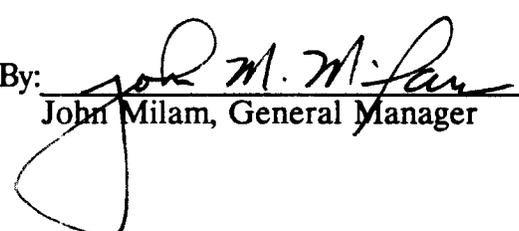


Lloyd Garza, City Attorney

"VIA"

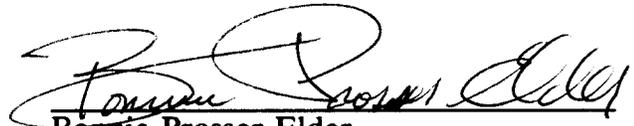
VIA METROPOLITAN TRANSIT

By:



John Milam, General Manager

ATTEST:



Bonnie Prosser Elder,
General Counsel

Schedule of Exhibits:

Exhibit 1 - Legal Description of the Project

Exhibit 2 - Legal Description of the Stadium Land

Exhibit 3 - Legal Description of the Station Land

Exhibit 4 - Identification of Surrounding Communities

Exhibit 5 - Forms of Deed and Bill of Sale

Exhibit 6 - Form of Trademark Assignment

Exhibit 7 - List of Third Party Contracts and Contractual Liability Funds Withheld
(Paragraph 5c)

Exhibit 8 - VIA Soil Waste Location Summary

Exhibit 9 - Alamodome Soil/Waste Location Summary

Exhibit 10 - VIA Certificate of Representations and Warranties

Exhibit 11 - City Certificate of Representations and Warranties

Exhibit 12 - Insurance Policies To Be Cancelled At City Discretion

Exhibit 13 - Forms of Easements

Exhibit 14 - Pending or Threatened Governmental Actions

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(7)-06/02/94

TERMINAL OR STATION COMPLEX
WITH REGIONAL ECONOMIC DEVELOPMENT
FACILITIES INCLUDING A SPORTS STADIUM

Field notes of a 60.8935 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14081, 14082, 14083, 14084, 607, 614, 615, 621, 622, 629 and parts of 679, 681, 601, 613, 620, 627, 628, and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market, Montana, and Galveston Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, and alleys in New City Block 614 and 615, said 60.8395 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying Plastic Cap set in the south line of Commerce Street at its intersection with the east line of Hoefgen Avenue for the northwest corner of this tract.

Thence S 76° 01' 06" E. 162.02 feet with the south line of Commerce Street and the north line of N.C.B. 679 to an iron pin with a Baker Surveying Plastic Cap set in the west line of Walnut Street for the northernmost northeast corner of this tract and being the northeast corner of N.C.B. 679.

Thence S 00° 16' 49" E. with the west line of Walnut Street and the east line of N.C.B. 679 and 681 at 626.01 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Galveston Street, continuing across Galveston Street, at 677.25 feet a Bottle Cap & Nail set in the south line of Galveston Street, being the north corner of N.C.B. 601, continuing with the east line of N.C.B. 601, AT 1012.70 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Montana Street for the southeast corner of N.C.B. 601, continuing across Montana Street 1068.30 feet in all to an iron pin with a Baker Surveying Plastic Cap set at the point of intersection of said streets.

Thence N 89° 43' 33" E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet an iron pin with a Baker Surveying Plastic Cap Set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying Plastic Cap set in the west line of Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S 00° 16' 27" E. with the west line of Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying Plastic Cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin set in the north line of Dakota Street for the southeast corner of N.C.B. 615, continuing across Dakota Street at 949.42 feet an iron pin with Baker Surveying Plastic Cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622,

continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629 at 1843.42 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing with the east line of N.C.B. 636, at 2070.22 feet an iron pin with Baker Surveying Plastic Cap set in the north line of Runge Street, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying Plastic Cap set in line of fence in the north line of Durango Street for the southeast corner of this tract.

Thence with the north line of Durango Street as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying Plastic Cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying Plastic Cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord Bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying Plastic Cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to SDHPT P.K. Nail in concrete monument found at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 04° 24' 00" E. 20.01 feet SDHPT Brass Disc in concrete monument found at an angle.

N 00° 16' 13" W. 89.84 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT Brass Disc in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building)

N 45° 25' 43" W. 41.37 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" W. 40.72 feet to an iron pin with Baker Surveying Plastic Cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to a SDHPT P.K. Nail found in asphalt for an angle.

N 07° 35' 57" E. 51.24 feet to an iron pin with a Baker Surveying Plastic Cap set in the north line of Market Street for an angle.

N 07° 33' 06" E. 65.34 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 44° 11' 22" E. 87.08 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 06° 05' 53" W. 86.99 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 33° 24' 36" E. 35.76 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 21° 23' 02" E. 153.46 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 43° 57' 21" E. 24.96 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 28° 18' 11" W. 38.69 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 13° 55' 50" E. 180.56 feet to a SDHPT Brass Disc in concrete monument found in the south line of Gonzales Street for a corner of this tract.

Thence S 76° 15' 15" E. 137.65 feet with the south line of Gonzales Street to an "X" found in concrete walk in the west line of Hoefgen Avenue, continuing across Hoefgen Avenue a total distance of 183.07 feet to an Railroad Spike set in the east line of Hoefgen Avenue for an interior corner of this tract.

Thence N 14° 06' 23" E. 446.50 feet with the east line of Hoefgen Avenue to the place of beginning and containing 60.8395 acres of land according to a survey on the ground in March of 1989 by Baker Surveying, Inc.

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the

northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an

angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

EXHIBIT "3"

STATION LAND

All of the tract or parcel comprised of 60.8395 acres described in Exhibit "1", **LESS AND EXCEPT** the 51.131 acre tract or parcel described in Exhibit "2".

EXHIBIT "4"

**VIA SERVICE AREA BY POPULATION
BASED ON 1990 CENSUS DATA**

<u>Legal Jurisdiction</u>	<u>Population</u>
Unincorporated Bexar County	159,702
Alamo Heights	6,502
Balcones Heights	3,022
Castle Hills	4,198
Leon Valley	9,581
Olmos Park	2,161
Shavano Park	1,708
Terrell Hills	4,592
Kirby	8,326
Grey Forest	425
China Grove	872
Hollywood Park	2,841
Windcrest	5,331
Elmendorf	568
Converse	8,887
Helotes	1,535
Fair Oaks Ranch	1,640
St. Hedwig	1,443
Live Oak (Robards Area)	1,480
Schertz (South of Randolph)	412
Selma (North of Lookout Rd.)	12
Cibolo (South of Schaefer Rd.)	0

EXHIBIT 5

[Form of Warranty Deed and Bill of Sale]

OTHER THAN THE WARRANTIES OF TITLE CONTAINED IN THIS DEED, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE CONDITION OR SUITABILITY OF THE PROPERTY FOR GRANTEE'S PURPOSES AND GRANTEE AGREES THAT IT IS BUYING THE PROPERTY "AS IS" AND "WHERE IS".

TO HAVE AND TO HOLD the above described Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, as the case may be, forever. With respect to the parts of the Land identified and described in Exhibits "D" - "N" attached hereto and made a part hereof and the Improvements and Appurtenances related thereto (collectively, the "City Streets and Parcels"), Grantor does hereby bind Grantor and Grantor's successors and assigns, as the case may be, to Warrant and Forever Defend all and singular the City Streets and Parcels unto the said Grantee and Grantee's successors and assigns, as the case may be, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through and under Grantor, but not otherwise.

With respect to the remaining parts of the Land, Improvements and Appurtenances which are not included in the City Streets and Parcels (collectively, the "Remaining Land, Remaining Improvements and Remaining Appurtenances"), Grantor does hereby bind Grantor and Grantor's successors and assigns, as the case may be, to Warrant and Forever Defend all and singular the Remaining Land, Remaining Improvements and Remaining Appurtenances unto the said Grantee and Grantee's successors and assigns, as the case may be, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof in accordance with and strictly limited by the following specific limited warranty of title and not otherwise, this specific limited general warranty, as hereinafter set forth, being the only warranty of title made hereunder by Grantor with respect to the Remaining Land, Remaining Improvements and Remaining Appurtenances:

Grantor shall pay to Grantee, or to any transferee, assignee or successor in interest of Grantee in and to the Remaining Land, Remaining Improvements and/or Remaining Appurtenances any loss, Grantee or such transferee, assignee or successor in interest of Grantee may sustain by reason of defects, liens or encumbrances existing prior to or at the date of (a) that certain Owner Policy of Title Insurance No. 244253 issued to Grantor as the insured thereunder, dated June 19, 1990, by Alamo Title Insurance Company of Texas and Alamo Title Company, (b) that certain Owner Policy of Title Insurance No. 250074 issued to Grantor as the insured thereunder, dated September 17, 1990, by Alamo Title Insurance Company of Texas and Alamo Title Company, (c) that certain Owner Policy of Title Insurance No. 250050 issued to Grantor as the insured thereunder, dated September 17, 1990, by Alamo Title Insurance Company of Texas and Alamo Title Company, (d) that certain Owner Policy of Title Insurance No. 250093 issued to Grantor as the insured thereunder, dated September 17,

1990, by Alamo Title Insurance Company of Texas and Alamo Title Company, (e) that certain Owner Policy of Title Insurance No. 250094 issued to Grantor as the insured thereunder, dated September 17, 1990, by Alamo Title Insurance Company of Texas and Alamo Title Company, (f) that certain Owner Policy of Title Insurance No. T-835646 issued to Grantor as the insured thereunder, dated August 15, 1990, by Title Insurance Company of Minnesota and Commercial Abstract & Title Co., (g) that certain Owner Policy of Title Insurance No. T-835647 issued to Grantor as the insured thereunder, dated September 9, 1990, by Title Insurance Company of Minnesota and Commercial Abstract & Title Co., (h) that certain Owner Policy of Title Insurance No. T-835652 issued to Grantor as the insured thereunder, dated November 30, 1990, by Title Insurance Company of Minnesota and Commercial Abstract & Title Co., (i) that certain Owner Policy of Title Insurance No. T-835648 issued to Grantor as the insured thereunder, dated September 9, 1990, by Title Insurance Company of Minnesota and Commercial Abstract & Title Co., (j) that certain Owner Policy of Title Insurance No. TO-1045310 issued to Grantor as the insured thereunder, dated September 4, 1992, by Title Insurance Company of Minnesota and Commercial Abstract & Title Co., (k) that certain Owner Policy of Title Insurance No. 44-905-50-87F2651 issued to Grantor as the insured thereunder, dated July 21, 1989, by Chicago Title Insurance Company, (l) that certain Owner Policy of Title Insurance No. 239177 issued to Grantor as the insured thereunder, dated April 26, 1990, by Alamo Title Insurance of Texas and Alamo Title Company, and (m) that certain Owner Policy of Title Insurance No. 356590 issued to Grantor as the insured thereunder, dated October 26, 1992, by Alamo Title Insurance of Texas and Alamo Title Company (the Owners Policies of Title Insurance are herein collectively called, the "Policy") and not excluded from the coverage of the Policy by the exceptions or by the Conditions and Stipulations thereof, such payment and sole liability hereunder on the part of Grantor not to exceed the amount of the Policy or any proportional reduction or lesser coverage thereunder. Under no circumstances shall Grantor be liable to Grantee or to any transferee, assignee or successor in interest of Grantee in and to the Remaining Land, Remaining Improvements and/or Remaining Appurtenances, for any sum which is not recoverable or payable to Grantor under the "warrantors coverage" provisions of the Policy or for any loss or claim which is outside or otherwise barred by the Policy; it being the intention of Grantor to limit Grantor's exposure to any loss incurred by reason of the breach by Grantor of this limited general warranty to those sums payable to Grantor under the Policy as a "warrantor's policy," and no other.

The conveyance of the Additional Land is a quitclaim transfer of all of Grantor's rights, title and interests, if any, in and to the Additional Land to Grantee. Neither Grantor

nor Grantor's successors or assigns shall have, claim or demand any rights, title or interests to any part of the Additional Land; otherwise the conveyance of the Additional Land is made and accepted without warranty or recourse.

With respect to the Additional Improvements and Additional Appurtenances, Grantor does hereby bind Grantor and Grantor's successors and assigns, as the case may be, to Warrant and Forever Defend all and singular the Additional Improvements and Additional Appurtenances unto said Grantee and Grantee's successors and assigns, as the case may be, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through and under Grantor, but not otherwise.

EXECUTED as of the _____ day of _____, 1994.

VIA METROPOLITAN TRANSIT

By: _____
John Milam, General Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

W. Bebb Francis, III
Cox & Smith Incorporated
112 East Pecan
Suite 2000
San Antonio, Texas 78205

GRANTEE'S ADDRESS:

City of San Antonio
100 S. Flores
1st Floor
City Hall
San Antonio, Texas 78205
Attn: Mr. Alexander E. Briseno
City Manager

\\VIA\warranty.ded

ALAMODOME

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the

northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc. **SAVE AND EXCEPT**, the tracts or parcels of land described in Exhibit "B" and Exhibit "C" attached to this Warranty Deed and made a part hereof.

Field notes of a 0.922 of an acre tract of land situated in the City of San Antonio, consisting of a portion of Montana Street (bounded on the north by New City Block (N.C.B.) 14082 and N.C.B. 601, on the east by Walnut Street, and on the south by N.C.B. 14084), and a portion of Market Street (bounded on the north by N.C.B. 14081, on the south by N.C.B. 14083 and on the west by Interstate Highway 37), said 0.922 of an acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron pin with a Baker Surveying Plastic cap found in the north line of Montana Street at its intersection with the west line of Walnut Street for the northeast corner of this tract.

THENCE S 00° 16' 49" E. 70.60 feet along the west line of this tract, across Montana Street, to a 1/2" iron pin with a Baker Surveying Plastic cap found at a point of curvature of a curve to the left (curving northwesterly) for the southeast corner of this tract and the northeasterly corner of Lot 2, Block 4, N.C.B. 14084, Alamo Iron Works Subdivision, according to plat recorded in Volume 6100, Page 212, Plat Records of Bexar County, Texas.

THENCE along the north line of said Lot 2 and Lot 1 of the same subdivision and along the south line of Montana Street as follows:

Northwesterly along the arc of said curve to the left having a radius of 15.00 feet and a central angle of 89° 59' 37" a distance of 23.56 feet to a 1/2" iron pin with a Baker Surveying Plastic Cap found at the end of said curve.

S 89° 43' 25" W. 383.85 feet to an "X" found at a point of curvature at the curve return at the intersection of the south line of Montana Street and the east line of Hoefgen Avenue, at the northwest corner of said Lot 1, for an angle in this line.

THENCE S 84° 59' 51" W. 97.91 feet across Hoefgen Avenue and along the south line of this tract to a 1/2" iron pin with an "X" found at a point of curvature of a curve return at the intersection of the south line of Market Street and the west line of Hoefgen Avenue, at the northeast corner of Lot 1, Block 3, N.C.B. 14083, being an angle in this line, said point also being the beginning of a curve to the right.

THENCE along the south line of Market Street and westerly along the arc of said curve to the right having a radius of 640.95 feet and a central angle of 13° 06' 47" a distance of 146.69 feet (Chord Bears N 76° 45' 58" W. 146.37') to a 1/2" iron pin with a Baker Surveying Plastic cap found at its intersection with the east line of Interstate Highway 37 for the southwest corner of this tract.

THENCE along the east line of I.H. 37 N 09° 05' 14" E. 30.69 feet to a State Department of Highways and Public Transportation P.K. Nail found in asphalt and N 07° 35' 57" E. 51.24 feet to a 1/2" iron pin with a Baker Surveying Plastic Cap found at the intersection

of the east line of I.H. 37 and the north line of Market Street for the northwest corner of this tract.

THENCE along the north line of this tract as follows:

Easterly along the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet (Chord bears $S 75^{\circ} 35' 08'' E.$ 137.96 feet) to a 1/2" iron pin with a Baker Surveying Plastic cap found at the end of said curve for an angle in this line.

$S 80^{\circ} 31' 57'' E.$ 91.11 feet across Hoefgen Avenue to a point in a curve in the curve return of the intersection of the north line of Montana Street and the east line of Hoefgen Avenue at the southwest corner of Lot 2, N.C.B. 14082 Alamo Iron Works Subdivision, according to plat recorded in Volume 6100, Page 212, Plat Records of Bexar County, Texas.

Easterly along the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet (Chord Bears $S 80^{\circ} 31' 57'' E.$ 6.77 feet) to a 1/2" iron pin with a Baker Surveying Plastic cap found at the end of said curve.

$N. 89^{\circ} 43' 33'' E.$ 396.81 feet along the north line of Montana Street and the south line of Lot 2, N.C.B. 14082 to the place of beginning and containing 0.922 of an acre of land.

EXHIBIT "C"

(Page 1 of 2)

Field notes of a 2.785 acre tract situated in the City of San Antonio, Bexar County, Texas, being all of Walnut Street from the south line of Montana Street to the north line of East Durango Boulevard and being more particularly described by metes and bounds as follows:

Beginning at a point of intersection of the west line of Walnut Street at its intersection with the south line of Montana Street for the northwest corner of this tract.

Thence N 89° 43' 33" E. 59.07 feet across Walnut Street to a 1/2" iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street for the northeast corner of this tract and being the northwest corner of N.C.B. 607.

Thence S 00° 16' 27" E. 419.22 feet, with the west line of N.C.B. 607, to a 1/2" iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southwest corner of N.C.B. 607.

S 00° 16' 27" E. 55.60 feet across Wyoming Street to a 1/2" iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 615.

S 00° 11' 31" E. 419.00 feet, with the west line of N.C.B. 615, to a 1/2" iron pin with a Baker Surveying plastic cap set in the north line of Dakota Street for the southwest corner of N.C.B. 615.

S 00° 16' 27" E. 55.60 feet across Dakota Street to a 1/2" iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 622.

S 00° 11' 27" E. 419.40 feet, with the west line of N.C.B. 622, to a 1/2" iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southwest corner of N.C.B. 622.

S 00° 11' 27" E. 55.60 feet across Nevada Street to a 1/2" iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 629.

S 00° 14' 15" E. 419.00 feet with the west line of N.C.B. 629, to a 1/2" iron pin with a Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southwest corner of N.C.B. 629.

S 00° 11' 27" E. 55.60 feet across Martin Luther King Drive to a 1/2" iron pin with a Baker Surveying plastic cap set in the south line of Martin Luther King Drive for the northwest corner of N.C.B. 636.

S 00° 11' 27" E. 206.14 feet with the west line of N.C.B. 636, to a 1/2" iron pin with a Baker Surveying plastic cap set in the new north line of East Durango Boulevard for the southeast corner of this tract.

Thence N 54° 26' 05" W. 70.30 feet with the new north line of East Durango Boulevard, across Walnut Street, to a 1/2" iron pin with a Baker Surveying plastic cap set for the southwest corner of this tract.

Thence with the west line of Walnut Street as follows:

N 00° 16' 27" W. 639.58 feet with the east line of N.C.B. 628, to a 1/2" iron pin with a Baker Surveying plastic cap set in the south line of Nevada Street for the northeast corner of N.C.B. 628.

N 00° 16' 27" W. 55.60 feet across Nevada Street to a 1/2" iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 621.

N 00° 16' 49" W 419.40 feet with the east line of N.C.B. 621 to a 1/2" iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 621

N 00° 16' 49" W. 55.60 feet across Dakota Street to a 1/2" iron pin with Baker Surveying plastic cap set in the north line of Dakota Street for the southeast corner of N.C.B. 614.

N 00° 16' 49" W. 419.00 feet, with the east line of N.C.B. 614, to a 1/2" iron pin with Baker Surveying plastic cap set in the south line of Wyoming Street for the northeast corner of N.C.B. 614.

N 00° 16' 27" W. 55.60 feet across Wyoming Street to a point in the north line of Wyoming Street for the southeast corner of N.C.B. 14084.

N 00° 16' 49" W. 419.21 feet with the east line of N.C.B. 14084 to the place of beginning and containing 2.785 acres of land according to a survey on the ground on April 1989 by Baker Surveying, Inc.

STADIUM STREET PARCEL

Field notes of a 4.623 acre tract of land situated in the City of San Antonio, Bexar County, Texas being Hoefgen Avenue south of Montana Street and north of Durango Street, Grape Street north of Nevada Street and south of Dakota Street, Wyoming Street east of Hoefgen Avenue and west of Walnut Street, Pablo Alley east of I.H. 37 and west of Hoefgen Avenue, Dakota and Nevada Streets west of Walnut Street and east of Hoefgen Avenue said 4.623 of an acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron pin with Baker Surveying Plastic Cap found in the north line of Durango Boulevard at its intersection with the east line of Hoefgen Avenue for the southeast corner of this tract and being the southeast corner of the remaining portion of N.C.B. 628.

Thence N 77° 56' 47" W. 56.91 feet with the north line of Durango Boulevard, across Hoefgen Avenue to a State Department of Highways and Public Transportation (SDHPT) iron pin with Aluminum Cap found at its intersection with the west line of Hoefgen Avenue for the southwest corner of this tract and being the southeast corner of the remaining portion of N.C.B. 627.

Thence N 00° 16' 27" W. 248.17 feet with the west line of Hoefgen Avenue and the east line of N.C.B. 627 to a 1/2" iron pin with Baker Surveying Plastic Cap found at its intersection with the south line of Nevada Street for an interior corner of this tract and being the northeast corner of N.C.B. 627.

Thence S 89° 43' 16" W. 179.64 feet with the south line of Nevada Street and the north line of N.C.B. 627 to a SDHPT iron pin with aluminum cap found at its intersection with the east line of I.H. 37 for a corner of this tract.

Thence N 19° 37' 27" E. 59.08 feet with the east line of I. H. 37, across Nevada Street, to a SDHPT iron pin with aluminum cap found at its intersection with the north line of Nevada Street for a corner of this tract.

Thence N 89° 42' 15" E. 159.53 feet with the north line of Nevada Street and the south line of N.C.B. 620 to a 1/2" iron pin with Baker Surveying Plastic Cap found for an interior corner of this tract and being the southeast corner of N.C.B. 620.

Thence N 00° 16' 27" W. 199.46 feet with the west line of Hoefgen Avenue and the east line of N.C.B. 620 to a 1/2" iron pin with Baker Surveying Plastic Cap found at its intersection with Pablo Alley for a corner of this tract.

Thence S 89° 43' 33" W. 159.53 feet with the south line of Pablo Alley to a SDHPT iron pin with aluminum cap found at its intersection with the east line of I. H. 37 for a corner of this tract.

Thence N 04° 23' 17" E. 20.07 feet with the east line of I. H. 37, across Pablo Alley, to a SDHPT brass disk in concrete monument for a corner of this tract.

Thence N 89° 43' 33" E. 157.90 feet with the north line of Pablo Alley to a 1/2" iron pin with Baker Surveying Plastic Cap found at its intersection with the west line of Hoefgen Avenue for a corner of this tract.

Thence N 00° 16' 27" W. 199.79 feet with the west line of Hoefgen Avenue and the east line of N.C.B. 620 to a 1/2" iron pin with Baker Surveying Plastic Cap found at its intersection with the south line of Dakota Street for a corner of this tract and being the northeast corner of N.C.B. 620.

Thence S 89° 29' 44" W. 109.50 feet with the south line of Dakota Street and the north line of N.C.B. 620 to a SDHPT brass disk in concrete monument found at its intersection with the east line of I. H. 37 for a corner of this tract.

Thence N 27° 31' 09" W. 62.64 feet with the east line of I. H. 37, across Dakota Street, to a point at its intersection with the north line of Dakota Street for a corner of this tract.

Thence N 88° 39' 10" E. 130.11 feet with the south line of N.C.B. 613 and the north line of Dakota Street to a point of curvature of a curve into the west line of Hoefgen Avenue.

Northeasterly along the arc of said curve to the left having a radius of 6.00 feet and a central angle of 88° 55' 37" a distance of 9.31 feet to a point at its intersection with the west line of Hoefgen Avenue for a corner of this tract and being the southeast corner of Lot 17, N.C.B. 613.

Thence with the west line of Hoefgen Avenue and the east line of N.C.B. 613 and 14083 as follows:

N 00° 16' 27" W. 466.27 feet to a point for a corner.

N 89° 43' 33" E. 2.20 feet to a point for a corner.

N 00° 16' 27" W. 386.70 feet to a point of curvature of a curve into the south line of Market Street.

Northwesterly along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 83° 02' 55" a distance of 36.24 feet to a point in the south line of Market Street for the northwest corner of this tract.

Thence N 84° 59' 51" E. 97.91 feet with the south line of Market and Montana Streets to a point for the northeast corner of this tract.

Thence Southwesterly along the arc of a curve to the left having a radius of 20.00 feet and a central angle of 90° 00' 00" a distance of 31.42 feet to a point in the east line of Hoefgen Avenue.

Thence S 00° 16' 27" E. 399.20 feet with the east line of Hoefgen Avenue and the west line of N.C.B. 14084 to a point at its intersection with the north line of Wyoming Street for a corner of this tract and being the southwest corner of N.C.B. 14084.

Thence N 89° 43' 33" E. 403.89 feet with the north line of Wyoming Street and the south line of N.C.B. 14084 to a point at a point of curvature of a curve.

Northeasterly along the arc of said curve to the left having a radius of 15.00 feet and a central angle of 90° 00' 23" a distance of 23.56 feet to a point in the west line of Walnut Street.

Thence S 00° 16' 49" E. 70.60 feet with the west line of Walnut Street, across Wyoming Street, to a point at its intersection with the south line of Wyoming Street for a corner of this tract and being the northeast corner of N.C.B. 614.

Thence S 89° 43' 33" W. 418.90 feet with the south line of Wyoming Street and the north line of N.C.B. 614 to a point in the east line of Hoefgen Street for a corner of this tract and being the northwest corner of N.C.B. 614.

Thence S 00° 16' 27" W. 419.00 feet with the east line of Hoefgen Avenue and the west line of N.C.B. 614 to a point in the north line of Dakota Street for a corner of this tract and the southwest corner of N.C.B. 614.

Thence N 89° 43' 33" E. 418.95 feet with the north line of Dakota Street and the south line of N.C.B. 614 to a point in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 614.

Thence S 00° 16' 49" E. 55.60 feet with the west line of Walnut Street, across Dakota Street, to a 1/2" iron pin with Baker Surveying Plastic Cap found at its intersection with the south line of Dakota Street for a corner of this tract and being the northeast corner of N.C.B. 621.

Thence S 89° 43' 33" W. 188.95 feet with the south line of Dakota Street and the north line of N.C.B. 621 to a 1/2" iron pin with Baker Surveying Plastic Cap found at its intersection with the east line of Grape Street for a corner of this tract and being the northwest corner of the east part of N.C.B. 621.

Thence S 00° 16' 27" E. 419.40 feet with the east line of Grape Street and the west line of the east part of N.C.B. 621 to a 1/2" iron pin with Baker Surveying Plastic Cap found in the north line of Nevada Street for a corner of this tract and being the southwest corner of the east part of N.C.B. 621.

Thence S 89° 43' 33" W. 41.00 feet with the north line of Nevada Street, across Grape Street, to a 1/2" iron pin with Baker Surveying Plastic Cap found for a corner of this tract and being the southeast corner of the west part of N.C.B. 621.

Thence with the west line of Grape Street and the east line of the west part of N.C.B. 621 as follows:

N 00° 16' 27" W. 97.40 feet to a 1/2" iron pin with Baker Surveying Plastic Cap found at an angle point.

S 89° 43' 33" W. 4.51 feet to a 1/2" iron pin with Baker Surveying Plastic Cap found at an angle point.

N 00° 16' 27" W. 49.10 feet to a 1/2" iron pin with Baker Surveying Plastic Cap found at an angle point.

N 89° 43' 33" E. 4.51 feet to a 1/2" iron pin with Baker Surveying Plastic Cap found at an angle point.

N 00° 16' 27" W. 272.90 feet to a 1/2" iron pin with Baker Surveying Plastic Cap found at its intersection with the south line of Dakota Street for a corner of this tract.

Thence S 89° 43' 33" W. 189.00 feet with the south line of Dakota Street and the north line of N.C.B. 621 to a point at its intersection with the east line of Hoefgen Avenue for a corner of this tract and being the northwest corner of N.C.B. 621.

Thence S 00° 16' 27" E. 419.40 feet with the east line of Hoefgen Avenue and the west line of N.C.B. 621 to a 1/2" iron pin with Baker Surveying Plastic Cap found at its intersection with the north line of Nevada Street for a corner of this tract and being the southwest corner of N.C.B. 621.

Thence N 89° 43' 33" E. 419.00 feet with the north line of Nevada Street and the south line of N.C.B. 621 to a 1/2" iron pin with Baker Surveying Plastic Cap found at its intersection with the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 621.

Thence S 00° 16' 27" E. 55.60 feet with the west line of Walnut Street, across Nevada Street, to a 1/2" iron pin with Baker Surveying Plastic Cap found for a corner of this tract and being the northeast corner of N.C.B. 628.

Thence S 89° 43' 33" W. 419.00 feet with the north line of N.C.B. 628 and the south line of Nevada Street to a 1/2" iron pin with Baker Surveying Plastic Cap found for a corner of this tract and being the northwest corner of N.C.B. 628.

Thence S 00° 16' 27" E. 260.32 feet with the east line of Hoefgen Avenue and the west line of N.C.B. 628 to the place of beginning and containing 4.623 acres of land according to a survey on the ground in December of 1990 by Baker Surveying Inc.

EXHIBIT "E"

WYOMING STREET

Field notes of a 0.535 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas being that portion of Wyoming Street situated east of Walnut Street, West of South Cherry Street, south of New City Block 607 and north of New City Block 615, said 0.535 of an acre tract being more particularly described by metes and bounds as follows:

Beginning at an 1/2" iron in with Baker Surveying Plastic Cap found in the west line of South Cherry Street at its intersection with the north line of Wyoming Street for the northeast corner of this tract and being the southeast corner of N.C.B. 607.

Thence S 00° 16' 27" E. 55.60 feet with the west line of South Cherry Street, across Wyoming Street to a 1/2" iron pin with Baker Surveying Plastic Cap found for the southeast corner of this tract and being the northeast corner of N.C.B. 615.

Thence S 89° 43' 33" W. 419.00 feet with the south line of Wyoming Street and the north line of N.C.B. 615 to an iron pin with Baker Surveying Plastic Cap found in the east line of Walnut Street for the southwest corner of this tract and being the northwest corner of N.C.B. 615.

Thence N 00° 16' 27" W. 55.60 feet with the east line of Walnut Street, across Wyoming Street, to an 1/2" iron pin with Baker Surveying Plastic Cap found for the northwest corner of this tract and being the southwest corner of N.C.B. 607.

Thence N 89° 43' 33" E. 419.00 feet with the north line of Wyoming Street and the south line of N.C.B. 607 to the place of beginning and containing 0.535 of an acre of land according to a survey on the ground in December of 1990.

EXHIBIT "F"

DAKOTA STREET

Field notes of a 0.535 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas being that portion of Dakota Street situated east of Walnut Street, West of South Cherry Street, south of New City Block 615 and north of New City Block 622, said 0.535 of an acre tract being more particularly described by metes and bounds as follows:

Beginning at an 1/2" iron pin with Baker Surveying Plastic Cap found in the west line of South Cherry Street at its intersection with the north line of Dakota Street for the northeast corner of this tract and being the southeast corner of N.C.B. 615.

Thence S 00° 16' 27" E. 55.60 feet with the west line of South Cherry Street, across Dakota Street to a 1/2" iron pin with Baker Surveying Plastic Cap found for the southeast corner of this tract and being the northeast corner of N.C.B. 622.

Thence S 89° 43' 33" W. 419.60 feet with the south line of Dakota Street and the north line of N.C.B. 622 to an iron pin with Baker Surveying Plastic Cap found in the east line of Walnut Street for the southwest corner of this tract and being the northwest corner of N.C.B. 622.

Thence N 00° 20' 39" E. 55.60 feet with the east line of Walnut Street, across Dakota Street, to an 1/2" iron pin with Baker Surveying Plastic Cap found for the northwest corner of this tract and being the southwest corner of N.C.B. 615.

Thence N 89° 43' 33" E. 419.00 feet with the north line of Dakota Street and the south line of N.C.B. 615 to the place of beginning and containing 0.535 of an acre of land according to a survey on the ground in December of 1990.

EXHIBIT "G"

NEVADA STREET

Field notes of a 0.536 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas being that portion of Nevada Street situated east of Walnut Street, West of South Cherry Street, south of New City Block 622 and north of New City Block 629, said 0.536 of an acre tract being more particularly described by metes and bounds as follows:

Beginning at an 1/2" iron pin with Baker Surveying Plastic Cap found in the west line of South Cherry Street at its intersection with the north line of Nevada Street for the northeast corner of this tract and being the southeast corner of N.C.B. 622.

Thence S 00° 16' 27" E. 55.60 feet with the west line of South Cherry Street, across Nevada Street to a 1/2" iron pin with Baker Surveying Plastic Cap found for the southeast corner of this tract and being the northeast corner of N.C.B. 629.

Thence S 89° 43' 33" W. 420.29 feet with the south line of Nevada Street and the north line of N.C.B. 629 to an iron pin with Baker Surveying Plastic Cap found in the east line of Walnut Street for the southwest corner of this tract and being the northwest corner of N.C.B. 629.

Thence N 00° 11' 27" W. 55.60 feet with the east line of Walnut Street, across Nevada Street, to an 1/2" iron pin with Baker Surveying Plastic Cap found for the northwest corner of this tract and being the southwest corner of N.C.B. 622.

Thence N 89° 43' 33" E. 420.21 feet with the north line of Nevada Street and the south line of N.C.B. 622 to the place of beginning and containing 0.536 of an acre of land according to a survey on the ground in December of 1990.

EXHIBIT "H"

MARTIN LUTHER KING DRIVE

Field notes of a 0.537 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas being that portion of Martin Luther King Drive situated east of Walnut Street, West of South Cherry Street, south of New City Block 629 and north of New City Block 636, said 0.537 of an acre tract being more particularly described by metes and bounds as follows:

Beginning at an 1/2" iron pin with Baker Surveying Plastic Cap found in the west line of South Cherry Street at its intersection with the north line of Martin Luther King Drive for the northeast corner of this tract and being the southeast corner of N.C.B. 629.

Thence S 00° 16' 27" E. 55.60 feet with the west line of South Cherry Street, across Martin Luther King Drive to a 1/2" iron pin with Baker Surveying Plastic Cap found for the southeast corner of this tract and being the northeast corner of N.C.B. 636.

Thence S 89° 43' 33" W. 420.64 feet with the south line of Martin Luther King Drive and the north line of N.C.B. 636 to an 1/2" iron pin with Baker Surveying Plastic Cap found in the east line of Walnut Street for the southwest corner of this tract and being the northwest corner of N.C.B. 636.

Thence N 00° 11' 27" W. 55.60 feet with the east line of Walnut Street, across Martin Luther King Drive, to an 1/2" iron pin with Baker Surveying Plastic Cap found for the northwest corner of this tract and being the southwest corner of N.C.B. 629.

Thence N 89° 43' 33" E. 420.56 feet with the north line of Wyoming Street and the south line of N.C.B. 629 to the place of beginning and containing 0.537 of an acre of land according to a survey on the ground in December of 1990.

EXHIBIT "I"

RUNGE STREET

Field notes of a 0.210 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas being that portion of Runge Street situated West of South Cherry Street, north of South Durango Street, and within N.C.B. 636, said 0.210 of an acre tract being more particularly described by metes and bounds as follows:

Beginning at an 1/2" iron pin with Baker Surveying Plastic Cap found in the west line of South Cherry Street at its intersection with the north line of Runge Street for the northeast corner of this tract.

Thence S 00° 16' 27" E. 30.00 feet with the west line of South Cherry Street, across Runge Street to a 1/2" iron pin with Baker Surveying Plastic Cap found for the southeast corner of this tract.

Thence S 89° 42' 33" W. 120.00 feet with the south line of Runge Street to a 1/2" iron pin with Baker Surveying Plastic Cap found for an interior corner of this tract.

Thence S 00° 16' 27" E. 161.63 feet with the east line of Runge Street to a 1/2" iron pin with Baker Surveying Plastic Cap found in the north line of Durango Street for the southeast corner of this tract.

Thence N 67° 27' 50" W. 32.55 feet with the north line of Durango Street, across Runge Street, to an 1/2" iron pin with Baker Surveying Plastic Cap found for the southwest corner of this tract.

Thence N 00° 16' 27" W. 179.02 feet with the west line of Runge Street to a 1/2" iron pin with Baker Surveying Plastic Cap found for a corner of this tract.

Thence N 89° 43' 33" E. 150.00 feet with the north line of Runge Street to the place of beginning and containing 0.210 of an acre of land according to a survey on the ground in December of 1990.

EXHIBIT "J"

Field notes of a 0.1925 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas, being a 20 foot wide alley situated with New City Block 615, and being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying Plastic Cap set in the west right-of-way line of South Cherry Street for the northeast corner of said alley and being S 00° 16' 27" E. 199.00 feet along said right-of-way line from its intersection with the south right-of-way line of Wyoming Street.

Thence S 00° 16' 27" E. 20.00 feet along the west right-of-way line of S. Cherry Street to an iron pin with Baker Surveying Plastic Cap set for the southeast corner of said alley.

Thence S 89° 43' 33" W. 419.31 feet along the south line of said alley to an iron pin with a Baker Surveying Plastic Cap set in the east right-of-way line of Walnut Street for the southwest corner of said alley.

Thence N 00° 11' 31" W. 20.00 feet along the east right-of-way line of Walnut Street to an iron pin with a Baker Surveying Plastic Cap set for the northwest corner of said alley.

Thence N 89° 43' 33" E. 419.28 feet along the north line of said alley to the place of beginning and containing 0.1925 of an acre tract of land.

EXHIBIT "K"

Field notes of a 0.210 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas, being Lot 9, Block 30, N.C.B. 627, and being that same tract conveyed to the City of San Antonio by Sheriff's Sale and recorded in Volume 5021, Page 475, Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an State Department of Highways and Public Transportation (SDHPT) iron pin with Aluminum Cap found in the east line of Interstate Highway No. 37 at its intersection with the south line of Nevada Street for the northwest corner of this Lot.

Thence N 89° 43' 16" E. 59.92 feet with the south line of Nevada Street to an iron pin with Baker Surveying Plastic Cap set for the northeast corner of this Lot and the northwest corner of Lot 9.

Thence S 00° 13' 20" E. 152.77 feet with the west line of Lot 8 to a (SDHPT) iron pin with Aluminum Cap found in the east line of I.H. No. 37 for the southeast corner of this lot and the southwest corner of Lot 8.

Thence S 89° 53' 19" W. 59.75 feet with the east line of I.H. No. 37 to a (SDHPT) iron pin with Aluminum Cap set for an angle in said line.

Thence N 00° 17' 13" W. 152.59 feet with the east line of I.H. No. 37 to the place of beginning and containing 0.210 of an acre of land according to a survey on the ground in April of 1989 by Baker Surveying Inc.

EXHIBIT "L"

(Page 1 of 2)

Field notes of a 3.067 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of lots 5-12, and part of lots 13, 14, 15, 16 and 17-21, Block 31, N.C.B. 628, City of San Antonio, Bexar County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying Plastic Cap set in the west line of Walnut Street and its intersection with the south line of Nevada Street for the northeast corner of this tract and N.C.B. 628.

Thence S 00° 16' 27" E. 639.58 feet with the west line of Walnut Street to an iron pin with a Baker Surveying Plastic Cap set in the new northeast right-of-way line of Durango Boulevard for the southeast corner of this tract.

Thence along the new northeast right-of-way line of Durango Boulevard as follows:

N 54° 26' 05" W. 79.24 feet to an iron pin with a Baker Surveying Plastic Cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left having a radius of 94.14 feet and a central angle of 71° 18' 39", a distance of 117.17 feet to an iron pin with a Baker Surveying Plastic Cap set at the end of said curve.

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying Plastic Cap set in the east line of Hoefgen Avenue for the southwest corner of this tract.

Thence N 00° 16' 27" W. 14.62 feet along the east line of Hoefgen Avenue to an iron pin with a Baker Surveying Plastic Cap set for a northwest corner of this tract and being the southwest corner of a 0.091 acre tract recorded in Volume 3790, Page 430 and Volume 4060, Page 790 of the Real Property Records of Bexar County, Texas.

Thence N 89° 43' 33" E. 104.74 feet with the south line of the 0.091 of an acre tract to an iron pin with a Baker Surveying Plastic Cap set for an interior corner of this tract and being the southeast corner of the 0.091 of an acre tract.

Thence N 00° 16' 27" W. 76.00 feet with the east line of the 0.091 of an acre tract and a 0.092 of an acre tract recorded in Volume 1894, Page 510 of the Deed Records of Bexar County, Texas, to an iron pin with a Baker Surveying Plastic Cap set for a northwest corner of this tract and lot 13 and being the southwest corner of lot 3.

Thence N 89° 43' 33" E. 104.74 feet with the south line of lots 3 and 4 and the north line of lot 13 to an iron pin with Baker Surveying Plastic Cap set for an interior corner of this tract, the northeast corner of lot 13, the southeast corner of lot 4 and the southwest corner of lot 5.

Thence N 00° 16' 27" W. 169.70 feet with the west line of lot 5 and the east line of tract 4 to an iron pin with a Baker Surveying Plastic Cap set in the south line of Nevada Street for a northwest corner of this tract and lot 5 and the northeast corner of lot 4.

Thence N 89° 43' 33" E. 209.52 feet with the south line of Nevada Street to the place of beginning and containing 3.067 acres of land according to a survey on the ground in March of 1989, by Baker Surveying, Inc.

EXHIBIT "M"

(Page 1 of 2)

Field notes of a 0.812 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of Lot 3 and part of Lots 1, 2, 17 and 18, Block 36, N.C.B. 636, being part of that tract conveyed to the City of San Antonio, Bexar County, Texas, by deed dated June 13, 1984, and recorded in Volume 3133, Page 1044, of the Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying Plastic Cap set in the east line of Walnut Street for the northwest corner of this tract and being the northwest corner of Lot 3, said point being S 00° 11' 27" E. 111.20 feet from the south line of Martin Luther King Drive.

Thence N 89° 43' 33" E. 154.36 feet with the north line of Lot 3 and this tract to an iron pin with a Baker Surveying Plastic Cap set for the northeast corner of this tract and being the northeast corner of Lot 3.

Thence S 00° 16' 27" E. 55.60 feet with the east line of Lot 3 and an east line of this tract to an iron pin with a Baker Surveying Plastic Cap set in the north line of Lot 2 for the southeast corner of Lot 3 and being a corner of this tract.

Thence N 89° 43' 33" E. 56.12 feet with the north line of Lot 2 to a iron pin with a Baker Surveying Plastic Cap set in the west line of a subdivision recorded in Volume 368, Page 225, of the Plat Records of Bexar County, Texas, for a corner of this tract and being the northeast corner of Lot 2.

Thence S 00° 16' 27" E. 111.41 feet with the west line of said subdivision to an iron pin with a Baker Surveying Plastic Cap set for an interior corner of this tract and being the southwest corner of said subdivision.

Thence N 89° 43' 33" E. 60.32 feet with the south line of said subdivision to an iron pin with a Baker Surveying Plastic Cap set in the west line of Runge Street for the eastern most northeast corner of this tract and Lot 17.

Thence S 00° 16' 27" E. 72.01 feet with the west line of Runge Street to an iron pin with a Baker Surveying Plastic Cap set new north right-of-way line of Durango Boulevard, for the southeast corner of this tract.

Thence with line of fence and the new right-of-way line of Durango Boulevard as follows:

N 67° 27' 50" W. 24.23 feet to an iron pin with a Baker Surveying Plastic Cap set at an angle in said line.

N 84° 56' 31" W. 53.88 feet to an iron pin with a Baker Surveying Plastic Cap set at an angle in said line.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying Plastic Cap set at an angle in said line.

N 54° 26' 05" W. 2.39 feet to an iron pin with a Baker Surveying Plastic Cap set in the east line of Walnut Street for the southwest corner of this tract.

Thence N 00° 11' 27" W. 94.94 feet with the east line of Walnut Street to the place of beginning and containing 0.812 of an acre of land according to a survey on the ground in April of 1989, by Baker Surveying, Inc.

EXHIBIT "N"

Filed notes of a 0.054 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of part of lots P and Q, Block 36, N.C.B. 636, according to plat recorded in Volume 368, Page 225, Plat Records, City of San Antonio, Bexar County, Texas, and being part of that tract granted to the City of San Antonio, by Condemnation No. 85Ed0020, dated March 25, 1985, and being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying Plastic Cap set in the west right-of-way line of S. Cherry Street at its intersection with the new north right-of-way line of Durango Blvd. for the southeast corner of this tract.

Thence N 73° 45' 09" W. 125.17 feet along the north right-of-way line of Durango Boulevard to an iron pin with a Baker Surveying Plastic Cap set in the east right-of-way line of Runge Street for the southwest corner of this tract.

Thence N 00° 16' 27" W. 1.63 feet along the east right-of-way line of Runge Street to an iron pin with a Baker Surveying Plastic Cap set for the northwest corner of this tract and said Lot P, and the southwest corner of Lot N.

Thence N 89° 43' 33" E. 120.00 feet along the north line of Lots P and Q and the south line of Lots N and O, to an iron pin with a Baker Surveying Plastic Cap set in the west right-of-way line of S. Cherry Street for the northeast corner of Lot Q and this tract and the southeast corner of Lot O.

Thence S 00° 16' 27" E. 37.23 feet along the west line of S. Cherry Street to the place of beginning and containing 0.054 of an acre of land, according to a survey on the ground on in April, 1989, by Baker Surveying, Inc.

EXECUTED as of the _____ day of _____, 1994.

VIA METROPOLITAN TRANSIT

By: _____

Name: John Milam, General Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

W. Bebb Francis, III
Cox & Smith Incorporated
112 East Pecan
Suite 2000
San Antonio, Texas 78205

a:\VIA\billofsa.le

ALAMODOME

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the

northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc. **SAVE AND EXCEPT**, the tracts or parcels of land described in Exhibit "B" and Exhibit "C" attached to this Warranty Deed and made a part hereof.

EXHIBIT "6"

[Form of Trademark Assignment]

TRADEMARK & SERVICE MARK ASSIGNMENT

WHEREAS, **VIA METROPOLITAN TRANSIT**, a metropolitan transit authority and political subdivision of the State of Texas, having a business address at 800 West Myrtle Street, San Antonio, Texas 78212, ("Assignor"), has adopted and is using the following trademarks/service marks and is the owner of the registrations and applications of said trademarks/service marks:

1. U.S. Trademark Reg. No. 1,664,044; Reg. Date: 11/12/91 for:
THE ALAMODOME (and Design)
2. U.S. Service Mark Application. No. 74/480,876; Filed: 01/20/94 for:
ALAMODOME SAN ANTONIO (and Design)
3. U.S. Trademark Reg. No. 1,824,478; Reg. Date: 03/01/94 for:
ALAMODOME SAN ANTONIO (and Design)
4. U.S. Trademark Application No. 74/244,110; Filed: 02/07/92 for:
ALAMODOME SAN ANTONIO (and Design)
5. U.S. Service Mark Application No. 74/480,877; Filed: 01/20/94 for:
ALAMODOME SAN ANTONIO (and Design)
6. U.S. Service Mark Reg. No. 1,825,964; Reg. Date: 03/08/94 for:
ALAMODOME SAN ANTONIO (and Design)
7. U.S. Trademark Reg. No. 1,822,028; Reg. Date: 02/15/94 for:
ALAMODOME SAN ANTONIO (and Design)

and

WHEREAS, the **CITY OF SAN ANTONIO**, a municipal corporation, organized and existing of the laws of the State of Texas, and having a primary business address at 100 Military Plaza, San Antonio, Texas 78205, ("Assignee"), is desirous of acquiring said trademarks/service marks together with the good will of the business with which said trademarks/service marks are used and which are symbolized by said marks and any and all registrations, specifically including the above registrations, and applications for registration of said marks;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by said Assignor, said Assignor has assigned and by these presents, does hereby sell, transfer, convey and assign unto said Assignee the entire right, title, and interest in and to said marks, all registrations and applications for registration of said marks, including those specifically herein before identified, the right to recover for past infringement of said marks, and the good will of the business in connection with which said marks are used and which are symbolized by said marks.

ASSIGNOR HEREBY covenants and represents that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR HEREBY covenants and represents that ASSIGNOR and its licensees have been the sole and exclusive users of the marks for the goods or services set forth above from the time of ASSIGNOR'S adoption of the marks; that ASSIGNOR and its licensees have continually used the marks since the time of their adoption by ASSIGNOR and that ASSIGNOR has not abandoned the same; that ASSIGNOR has continually policed the use of the marks and has not knowingly allowed any other person, firm, company or entity to use the same or any confusingly similar marks for the same or related goods or services; that to the best of ASSIGNOR'S knowledge, information and belief neither the marks nor any confusingly similar marks are currently used by any other person, firm, company, or entity, whether related to or affiliated with ASSIGNOR or not, for similar or related goods or services and has not been so used by any other person, firm, company or entity during the time of ASSIGNOR'S use.

ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said marks, and testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said marks in all countries.

VIA METROPOLITAN TRANSIT

By: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Via Metropolitan Transit.

Given under my hand and seal of office on this ____ day of _____, 1994.

Notary Public in and for the State of Texas
My Commission Expires:

TRADEMARK ASSIGNMENT

WHEREAS, **VIA METROPOLITAN TRANSIT**, a metropolitan transit authority and political subdivision, organized and existing under the laws of the State of Texas, and having a business address at 800 West Myrtle Street, San Antonio, Texas 78212, hereinafter referred to as "Assignor", has adopted and is using the mark "ALAMO DOME" (& design) as a trademark for seat cushions, caps, hats, jackets, T-shirts, pants, slacks, shoes, sweaters, sun visors, bandanas, neckties, belts, vehicle sunshades, vehicle sunscreens, bumper stickers, greeting cards, and posters; and

WHEREAS, said Assignor is the owner of the following registrations of said above trademark:

- (1) Texas Trademark Reg. No. 050,127
Issued: February 13, 1990;
- (2) Texas Trademark Reg. No. 050,126
Issued: February 6, 1990; and
- (3) Texas Trademark Reg. No. 049,852
Issued: November 27, 1989

and

WHEREAS, the **CITY OF SAN ANTONIO**, a municipal corporation, organized and existing under the laws of the State of Texas, having a business address at 100 Military Plaza, San Antonio, Texas 78205, hereinafter referred to as "Assignee", has acquired and is desirous of affirming it has acquired said trademarks, together with the goodwill of the business by said trademarks, and any and all registrations and applications for registration of said trademarks;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by said Assignor, said Assignor has assigned and by these presents, does hereby sell, transfer, convey and assign unto said Assignee the entire right, title, and interest in and to said marks, all registrations and applications for registration of said marks, including those specifically herein before identified, the right to recover for past infringement of said marks, and the good will of the business in connection with which said marks are used and which are symbolized by said marks.

VIA METROPOLITAN TRANSIT

By: _____

Title: _____

Date: _____

STATE OF §
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Via Metropolitan Transit.

Given under my hand and seal of office on this ____ day of _____, 1994.

Notary Public in and for the
State of Texas

EXHIBIT "7"

[Third Party Contracts and Funds Withheld]

EXHIBIT 7
JOINT RESPONSIBILITY CONTRACTS

OUTSTANDING
BALANCE
TO COMPLETE

VIA CONTRACTS (CITY SHARE)

*Baker Surveying (Outstanding balance provided for Replatt of Alamodome project)	\$ 5,000.00
Fugro-McClelland	0.00
*Malcolm Pirnie, Inc. (Council approved)	12,307.00
**Malcolm Pirnie, Inc. (Reserve fund)	314,379.00
Southwestern Labs	0.00
M&M Contracting: Slurry Wall TXDOT Contingency	0.00 0.00
Lyda, Inc.: North Plaza Piers	0.00
*Garza/Gonzalez: Project Audits I, II III; Total Contract \$67,665	<u>52,102.05</u>
	\$383,788.05

1
CITY CONTRACTS (VIA SHARE)

John Miller: Traffic/Transportation	0.00
***UTSA Phase I: Archeological	37,645.00
Kleck Environmental: Pkg. 14C	0.00
***Waste Processor: Pkg. 14B	19,283.10
Resource Engineers Mgt.: Pkg. 14A	<u>0.00</u>
	\$56,928.10 ¹

1
The VIA share contract amount is included in the retained VIA project budget in section 5.(a). of the Agreement.

*Contracts which require additional City-VIA review and approval for payments of funds.

**Reserve fund for total outstanding payments due Malcolm Pirnie, Inc. for services from August, 1993 - April, 1994. VIA has requested documentation from MPI which indicates actual amount owed by each entity. Once this information is received and agreed to, balance of reserve fund not owed by City will be released to City of San Antonio.

***Contracts which require additional City-VIA review and approval for payments of funds following VIA Board approval/ratification of funding.

DATE: 06/03/94

EXHIBIT "8"

Via Transit Station Soil/Waste Location Summary (103,431 cubic yards total)

1. Location: BFI Tessman Road Landfill
Amount: 61,424 cubic yards
2. Location: On-site City Package 14b Landfill at Alamodome
Amount: Via has 6,000 cubic yards in the 38,500 cubic yard landfill
3. Location: City Packages 14a and 14c
Amount: Estimate 4,500 cubic yards
4. Location: Loop 410 Dump
Amount: 15,300 cubic yards
5. Location: 151 Dump
Amount: 12,684 cubic yards
6. Location: Oak Meadow School
Amount: 196 Cubic yards
7. Location: Arocha Pit
Amount: 622 cubic yards
8. Location: BFI Pinn Road Landfill
Amount: 1,647 cubic yards of demolition material
9. Location: Hall's Yard, Hall's Dump
Amount: 435 cubic yards
10. Location: Site location unknown
Amount: 623 cubic yards

EXHIBIT "9"

[City Soil/Waste Location Summary]

CITY OF SAN ANTONIO
OFFICE OF DOME DEVELOPMENT
ALAMODOME DISPOSAL QUANTITIES

May 23, 1994

The following outline identifies the approximate quantities and locations, where available, of the estimated 654,581 cubic yards of soil excavated during construction of the Alamodome project. Each of the locations is identified in terms of the physical location, phone number and contact person. Additionally, the construction package title and contractor are identified per item. This information is current as of the date indicated and replaces any previous outlines for disposal material for the Alamodome project.

<u>Quantity Cubic Yards</u>	<u>Location / Contract / Description</u>
1.) 143,924 cubic yards	Pearsall Road Landfill- City of San Antonio 5050 Pearsall Road San Antonio, Texas 78242 Contact: John L. German, P.E., Director of Public Works, (210) 299-8020. 143,924 cubic yards of background level (TPH<35ppm; Lead<100ppm) or clean soils were used for cover. Package 13A - Site Improvements Lyda, Inc.
2.) 39,656 cubic yards	Nelson Gardens Landfill - City of San Antonio 8339 Covell San Antonio, Texas 78252 Contact: John L. German, P.E., Director of Public Works, (210) 299-8020 Approximately 39,656 cubic yards of background level soils were disposed of to be utilized as daily cover material at this site. Package 13A - Site Improvements Lyda, Inc.
3.) 2,060 cubic yards	BFI - Sinton, Texas Landfill Permit No. 242, San Patricio County Post Office Drawer C Sinton, Texas 78387-0167 Corner of FM 1945 & County Road 39 Contact: David Lawhon, District Manager, 1-800-274-0649 2,060 cubic yards of soil classified as Class I, Non-Hazardous were disposed at this facility. Package 14C - Disposal of Contaminated Soils , Kleck Environmental

- 4.) 17,280 cubic yards
- BFI Tessman Road Landfill
Permit No. 1410, Bexar County
7790 Tessman Road
San Antonio, Texas 78220
Contact: David Lawhon, District Manager (210) 661-4104
17,280 cubic yards of underground storage tank contaminated
soils classified as Class II - Non - Hazardous.
Demolition - Phase 1, Package 2
Phase 1, Package 3
M & M Contracting of Texas, Inc.
Package 14C - Disposal of Contaminated Soils, Kleck
Environmental
Demolition Phase II, Allied Electric Site,
Kleck Environmental
- 5.) 3,599 cubic yards
- Soil Recovery Services
Treatment Facility No. 52110
11731 Highway 16 South
San Antonio, Texas
Contact: Larry Pearce, (210) 697-0686
Approximately 3,599 cubic yards of TPH contaminated soils
(600ppm<TPH<88,500) were disposed of at this facility for
bio-remediation.
Package 14A - Soil Thermal Treatment
Resource Engineer Management
- 6.) 350 cubic yards
- Texas Ecologists
Post Office Box 307
Robstown, Texas 78380
3.5 miles south of Hwy. 44 on Petronilla Road
Contact: Robert Marchand, 1-800-242-3209
Approximately 350 cubic yards of various material classified
as Class I, Non-Hazardous were disposed of at this facility.
Demolition - Phase 1, Package 1
Bradley Boegner and Associates, Inc.
- 7.) 102,000 cubic yards
- Petroleum Drive
W.W. White Road @ I-H 35 and East Loop 410
San Antonio, Texas 78205
Contact: Gabriel Perez , City of San Antonio, Office of Dome
Development, (210) 299-7887
Approximately 102,000 cubic yards of "clean" soils found to
be contaminated with varying quantities of Lead and TPH
were disposed of at this vacant tract.
Package 2B - Mass Excavation
Olmos Excavation Company

- 8.) 38,500 cubic yards
- On-Site Landfill - Alamodome Project
100 Montana Street
San Antonio, Texas 78205
Contact: Gabriel Perez, City of San Antonio, Office of Dome
Development, (210) 299-7887
Approximately 38,500 cubic yards of contaminated soils. Of
this amount only 500 cubic yards are estimated to be higher
lead.
Package 14B - On-Site Disposal
American Ecology
- 9.) 115,000 cubic yards
- Project Backfill - Alamodome Project
100 Montana Street
San Antonio, Texas 78205
Contact: Gabriel Perez, City of San Antonio, Office of Dome
Development, (210) 299-7887
Approximately 115,000 cubic yards of clean soil or
background level contaminated soil were used as backfill
around the stadium, the bus facility and the parking lot.
Various contractors quantities estimated by Malcolm Pirnie,
Inc.
- 10.) 111,601 cubic yards
- Off-Site Disposal - Alamodome Project
Unknown Disposal Locations
San Antonio, Texas
Contact: Gabriel Perez, City of San Antonio, Office of Dome
Development, (210) 299-7887
Approximately 111,601 cubic yards of clean, uncontaminated
soils were taken off-site and disposed by Lyda, Inc. The
following origins and quantities were estimates developed by
Malcolm Pirnie Inc.; 30,000 c.y. by Lyda, Inc. form Montana
Street; 10,000 c.y. by Lyda, Inc. from Dakota Street; and
56,000 c.y. by Lyda, Inc. from excavation of the on-site
landfill cell.
Package 13A Site Improvements
Lyda, Inc.
- 11.) 80,561 cubic yards
- Off-Site Disposal - Alamodome Project
Known Disposal Locations
San Antonio, Texas
Contact: Gabriel Perez, City of San Antonio, Office of Dome
Development, (210) 299-7887
Approximately 80,561 cubic yards of clean, uncontaminated
soils were taken off-site and disposed by Lyda, Inc. at
locations outlined in their letter dated April 25, 1994.
Package 3A Structural Frame
Package 13A Site Improvements
Lyda, Inc.

EXHIBIT "10"

CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

I, the undersigned General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority ("VIA") am making this certification in order to verify certain facts in connection with VIA's execution of and compliance with the terms of that certain Agreement (the "Agreement") dated to be effective as of _____, 1994, executed by and between VIA and the City of San Antonio, a Texas home rule municipal corporation (the "City"). I have made such investigations and conducted such interviews as I deem necessary in order to make this certification. I understand that this certification will be relied upon by the City in connection with its execution of the Agreement and that without this certification the City will not execute the Agreement.

I do hereby certify that all of the representations and warranties made by VIA in the Agreement and any other documents executed by VIA on even date therewith in connection with the transactions specified in the Agreement are true and correct as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 1994.

John Milam, General Manager of
VIA Metropolitan Transit,
a metropolitan transit authority

EXHIBIT "11"

CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

I, the undersigned City Manager of CITY OF SAN ANTONIO, a Texas home rule municipal corporation (the "City") am making this certification in order to verify certain facts in connection with City's execution of and compliance with the terms of that certain Agreement (the "Agreement") dated to be effective as of _____, 1994, executed by and between the City of San Antonio, and VIA METROPOLITAN TRANSIT, a metropolitan transit authority ("VIA"). I have made such investigations and conducted such interviews as I deem necessary in order to make this certification. I understand that this certification will be relied upon by VIA in connection with its execution of the Agreement and that without this certification VIA will not execute the Agreement.

I do hereby certify that all of the representations and warranties made by the City in the Agreement and any other documents executed by the City on even date therewith in connection with the transactions specified in the Agreement are true and correct as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 1994.

Alexander E. Briseno, City Manager
CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

EXHIBIT "12"

[Insurance Policies To Be Cancelled
At Discretion of City]

<u>INSURER</u>	<u>POLICY NO.</u>	<u>TYPE / AMOUNT</u>
General Star Indemnity Company	IXG - 314501A	Excess Liability \$12,000,000.00
Scottsdale Insurance Company	XXL-015638	Excess Liability \$2,750,000.00

EXHIBIT 13

[Form of Easements]

MUTUAL TEMPORARY EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

This MUTUAL TEMPORARY EASEMENT AGREEMENT (this "Agreement") is made to be effective as of _____, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("VIA") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council (the "City").

WHEREAS, the City is the owner of that certain tract of land located in Bexar County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof (the "Stadium Land"); and

WHEREAS, VIA is the owner of that certain tract of land located in Bexar County, Texas more particularly described on Exhibit B attached hereto and made a part hereof (the "Station Land"); and

WHEREAS, the City and VIA desire to (i) grant to each other certain temporary easements in, to, on, over and across the Stadium Land and the Station Land, respectively, and (ii) make certain other covenants and agreements all as hereinafter more particularly set forth.

NOW, THEREFORE, in consideration of the above premises, and for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. City's Conveyances. The City has GRANTED, SOLD and CONVEYED, and does hereby GRANT, SELL and CONVEY unto VIA, its successors and assigns, the following rights and easements in, to, on, over and across the Stadium Land subject, however, to (a) any valid, existing exceptions affecting title to the Stadium Land which are filed of record in the Bexar County Clerk's Office in Bexar County, Texas, and (b) the rights of the City reserved herein:

(i) A non-exclusive, temporary easement for the benefit of VIA, its employees, contractors, consultants and engineers in, to, on, over and across those areas of the Stadium Land described on Exhibit A-1 attached hereto and made a part hereof for all purposes incident to the environmental remediation of the Station Land; and the City hereby agrees that, without the prior consent of the record owner of the Station Land, it will make no change or alteration to the Stadium Land that would unreasonably restrict or diminish the rights and easements granted herein; and

(ii) A non-exclusive, temporary easement for the benefit of VIA, its employees, contractors, consultants and engineers in, to, on, over and across those areas of the Stadium Land described on Exhibit A-2 attached hereto and made a part hereof for all purposes incident to the construction of improvements on the Station Land to the extent reasonably necessary to work from the Stadium Land to construct such improvements in the most efficient and workmanlike manner and a non-exclusive, temporary easement for the benefit of VIA, its employees, contractors, consultants and engineers for ingress and egress for pedestrian and vehicular traffic to and from the Station Land in, to, on, over and across those areas of the Stadium Land described on Exhibit A-3 attached hereto and made a part hereof for access to and from the Station Land during such period of construction; and the City hereby agrees that, without the prior consent of the record owner of the Station Land, it will make no change or alteration to the Stadium Land that would unreasonably restrict or diminish the rights and easements granted herein; and

TO HAVE AND TO HOLD said easements and rights unto VIA, its successors and assigns.

2. VIA's Conveyances. VIA has GRANTED, SOLD and CONVEYED, and does hereby GRANT, SELL and CONVEY unto the City, its successors and assigns, the following rights and easements in, to, on, over and across the Station Land subject, however to (a) any valid, existing exceptions affecting title to the Stadium Land which are filed of record in the Bexar County Clerk's Office in Bexar County, Texas, and (b) the rights of VIA reserved herein:

(i) A non-exclusive, temporary easement for the benefit of the City, its employees, contractors, consultants and engineers in, to, on, over and across those areas of the Station Land described on Exhibit B-1 attached hereto and made a part hereof for all purposes incident to the environmental remediation of the Stadium Land; and VIA hereby agrees that, without the consent of the record owner of the Stadium Land, VIA will make no change or alterations to the Station Land that would unreasonably restrict or diminish the rights and easements granted herein;

(ii) A non-exclusive, temporary easement for the benefit of the City, its employees, contractors, consultants and engineers in, to, on, over and across those areas of the Station Land described on Exhibit B-2 attached hereto and made a part hereof for all purposes incident to the construction of improvements on the Stadium Land to the extent reasonably necessary to work from the Station Land to construct such improvements on the Stadium Land in the most efficient and workmanlike

manner and a non-exclusive, temporary easement for the benefit of the City, its employees, contractors, consultants and engineers for ingress and egress for pedestrian and vehicular traffic to and from the Stadium Land in, to, on, over and across those areas of the Station Land described on Exhibit B-3 attached hereto and made a part hereof for access to and from the Stadium Land during such period of construction; and VIA hereby agrees that, without the consent of the record owner of the Stadium Land, VIA will make no change or alteration to the Station Land that would unreasonably restrict or diminish the rights and easements granted herein; and

(iii) A non-exclusive, temporary easement for the benefit of the City, its employees, contractors, consultants and engineers to tie-in to VIA's slurry wall located on the Station Land for the purpose of implementing and operating a slurry wall treatment of the Stadium Land or any landfill located on the Stadium Land and a non-exclusive, temporary access easement for the benefit of the City, its employees, consultants, contractors and engineers in, to, on, over and across those areas of Station Land described on Exhibit B-4 attached hereto and made a part hereof for the purpose of building and operating such slurry wall treatment on the Stadium Land by tying-in to VIA's slurry wall; and VIA hereby agrees that, without the consent of the record owner of the Stadium Land, VIA will make no change or alteration to the Station Land that would unreasonably restrict or diminish the rights and easements granted herein;

TO HAVE AND TO HOLD said easements and rights unto the City, its successors and assigns.

3. General Provisions. Without limiting the generality of the easements and rights granted to VIA or to the City, the parties hereto, for themselves and their respective successors and assigns and subsequent owners of the Stadium Land or of the Station Land, as the case may be, hereby expressly agree as follows:

(a) Neither party shall make, enter into or be party to any agreement which would violate the rights and easements granted to VIA and the City hereunder, respectively;

(b) Each party shall maintain its property in a reasonable state of maintenance and repair; provided, however, that the cost of such maintenance and repair of the property subject to the easement(s) shall be borne by the party for whose benefit the easement is granted;

(c) Each party shall have the right, once in each calendar year during the term hereof upon thirty (30) days prior notice to the other party,

to designate a period for the erection of barriers or chains for the purpose of blocking off access to the public areas on such party's parcel for such period of time as may be required under the laws of the State of Texas in order to avoid the possibility of dedicating any portion of such party's parcel for public use or creating prescriptive rights therein and, in such event, the other party hereto desiring to erect such barriers or chains on its parcel shall do so only during the time so designated by the party first giving notice in such year;

(d) The costs of constructing each easement shall be borne by the party for whose benefit the easement is granted;

(e) Upon the termination of each easement granted herein, the party for whose benefit the easement was granted shall repair and return the surface of such construction easement to substantially its preconstruction condition at such party's sole cost and expense; and

(f) Each party shall provide for the designation and implementation of each relevant temporary easement granted herein in all third party construction contracts entered into after the date hereof.

4. Miscellaneous.

a. This Agreement and the easements herein granted are subject to the terms of that certain Agreement dated of even date herewith executed by and between the City and VIA.

b. All covenants, agreements, rights, easements, privileges, obligations and duties contained herein shall be covenants running with the land affected thereby and the provisions hereof shall be binding upon and inure to the benefit of the City and VIA, their respective successors and assigns.

c. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

d. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement.

e. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

f. Any notice required or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same to the address of such party. Notice given in accordance herewith shall be deemed received after deposit in the U.S. mail, if such notice is sent by mail, or upon receipt by any person over the age of eighteen (18) at the address of the addressee if such notice is delivered. For purposes of notice, the addresses of the parties shall be as follows:

To VIA: John Milam, General Manager
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

Bonnie Prosser Elder, General Counsel
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

With copy to: Butler & Binion, L.L.P.
112 E. Pecan, Suite 2700
San Antonio, Texas 78205
Attention: Mr. Lawrence R. Linnartz
Telephone: (210) 227-2200
Fax: (210) 223-6730

To City: Alexander E. Briseño, City Manager
City Hall
Military Plaza, 3rd Floor
San Antonio, Texas 78205
Telephone: (210) 299-7080
Fax: (210) 299-8940

Lloyd Garza, City Attorney
City Hall
Military Plaza
San Antonio, Texas 78205
Telephone: (210) 299-8948
Fax: (210) 299-8940

With copy to:

W. Bebb Francis, III
Cox & Smith Incorporated
112 E. Pecan Street, Suite 2000
San Antonio, Texas 78205
Telephone: (210) 554-5320
Fax: (210) 226-8395

IN WITNESS WHEREOF, the City and VIA have executed this Agreement as of the date first above written.

VIA:

VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: _____
John Milam,
General Manager

CITY:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: _____
Alexander E. Briseño
City Manager

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.

[NOTARY SEAL]

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 1994, by Alexander E. Briseño, City Manager of the CITY OF SAN ANTONIO, a Texas home rule municipal corporation, on behalf of said municipal corporation.

[NOTARY SEAL]

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

W. Bebb Francis, III
Cox & Smith Incorporated
112 E. Pecan Street, Suite 2000
San Antonio, Texas 78205

EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

EXHIBIT A-1

EXHIBIT A-2

EXHIBIT A-3

EXHIBIT B

STATION LAND

All of the tract or parcel comprised of 60.8395 acres described in Exhibit "1", **LESS AND EXCEPT** the 51.131 acre tract or parcel described in Exhibit "2".

**TERMINAL OR STATION COMPLEX
WITH REGIONAL ECONOMIC DEVELOPMENT
FACILITIES INCLUDING A SPORTS STADIUM**

Field notes of a 60.8935 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14081, 14082, 14083, 14084, 607, 614, 615, 621, 622, 629 and parts of 679, 681, 601, 613, 620, 627, 628, and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market, Montana, and Galveston Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, and alleys in New City Block 614 and 615, said 60.8395 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying Plastic Cap set in the south line of Commerce Street at its intersection with the east line of Hoefgen Avenue for the northwest corner of this tract.

Thence S 76° 01' 06" E. 162.02 feet with the south line of Commerce Street and the north line of N.C.B. 679 to an iron pin with a Baker Surveying Plastic Cap set in the west line of Walnut Street for the northernmost northeast corner of this tract and being the northeast corner of N.C.B. 679.

Thence S 00° 16' 49" E. with the west line of Walnut Street and the east line of N.C.B. 679 and 681 at 626.01 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Galveston Street, continuing across Galveston Street, at 677.25 feet a Bottle Cap & Nail set in the south line of Galveston Street, being the north corner of N.C.B. 601, continuing with the east line of N.C.B. 601, AT 1012.70 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Montana Street for the southeast corner of N.C.B. 601, continuing across Montana Street 1068.30 feet in all to an iron pin with a Baker Surveying Plastic Cap set at the point of intersection of said streets.

Thence N 89° 43' 33" E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet an iron pin with a Baker Surveying Plastic Cap Set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying Plastic Cap set in the west line of Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S 00° 16' 27" E. with the west line of Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying Plastic Cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin set in the north line of Dakota Street for the southeast corner of N.C.B. 615, continuing across Dakota Street at 949.42 feet an iron pin with Baker Surveying Plastic Cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line

of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629 at 1843.42 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing with the east line of N.C.B. 636, at 2070.22 feet an iron pin with Baker Surveying Plastic Cap set in the north line of Runge Street, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying Plastic Cap set in line of fence in the north line of Durango Street for the southeast corner of this tract.

Thence with the north line of Durango Street as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying Plastic Cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying Plastic Cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord Bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying Plastic Cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to SDHPT P.K. Nail in concrete monument found at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 04° 24' 00" E. 20.01 feet SDHPT Brass Disc in concrete monument found at an angle.

N 00° 16' 13" W. 89.84 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT Brass Disc in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building)

N 45° 25' 43" W. 41.37 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" W. 40.72 feet to an iron pin with Baker Surveying Plastic Cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to a SDHPT P.K. Nail found in asphalt for an angle.

N 07° 35' 57" E. 51.24 feet to an iron pin with a Baker Surveying Plastic Cap set in the north line of Market Street for an angle.

N 07° 33' 06" E. 65.34 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 44° 11' 22" E. 87.08 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 06° 05' 53" W. 86.99 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 33° 24' 36" E. 35.76 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 21° 23' 02" E. 153.46 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 43° 57' 21" E. 24.96 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 28° 18' 11" W. 38.69 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 13° 55' 50" E. 180.56 feet to a SDHPT Brass Disc in concrete monument found in the south line of Gonzales Street for a corner of this tract.

Thence S 76° 15' 15" E. 137.65 feet with the south line of Gonzales Street to an "X" found in concrete walk in the west line of Hoefgen Avenue, continuing across Hoefgen Avenue a total distance of 183.07 feet to an Railroad Spike set in the east line of Hoefgen Avenue for an interior corner of this tract.

Thence N 14° 06' 23" E. 446.50 feet with the east line of Hoefgen Avenue to the place of beginning and containing 60.8395 acres of land according to a survey on the ground in March of 1989 by Baker Surveying, Inc.

EXHIBIT "2"

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

EXHIBIT B-1

EXHIBIT B-2

EXHIBIT B-3

EXHIBIT B-4

MUTUAL PERPETUAL EASEMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

This MUTUAL PERPETUAL EASEMENT AGREEMENT (this "Agreement") is made to be effective as of June 3, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("VIA") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council (the "City").

WHEREAS, the City is the owner of that certain tract of land located in Bexar County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof (the "Stadium Land"); and

WHEREAS, VIA is the owner of that certain tract of land located in Bexar County, Texas more particularly described on Exhibit B attached hereto and made a part hereof (the "Station Land") which borders the northern part of the Stadium Land; and

WHEREAS, the City and VIA desire to (i) grant to each other certain rights with respect to existing access and utility easements in, to, on, over and/or across the Stadium Land and the Station Land, respectively, (ii) grant to each other certain easements in, to, on, over and across the Stadium Land and the Station Land, respectively, and (iii) make certain other covenants and agreements all as hereinafter more particularly set forth;

NOW, THEREFORE, in consideration of the above premises, and for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. City's Conveyances. The City has GRANTED, SOLD and CONVEYED, and does hereby GRANT, SELL and CONVEY unto VIA, its successors and assigns, the following rights and easements in, to, on, over and across the Stadium Land subject, however, to (a) any valid, existing exceptions affecting title to the Stadium Land which are filed of record in the Bexar County Clerk's Office in Bexar County, Texas, and (b) the rights of the City reserved herein:

(i) A perpetual, non-exclusive, irrevocable easement for the benefit of VIA, its employees, contractors, consultants, engineers, vendors, invitees, patrons and guests, for ingress and egress for pedestrian and vehicular traffic in, to, on, over and across those areas of the Stadium Land described on Exhibit A-1 attached hereto and made a

part hereof for access to and from the Station Land and all public highways and streets adjoining the Stadium Land, including, but not limited to use by maintenance companies, vendors, construction contractors and their employees and other non-emergency pedestrian and vehicular traffic so as to minimize such traffic on the Station Land; and the City hereby agrees that, without the prior consent of the record owner of the Station Land, it will make no change or alteration to the Stadium Land that would unreasonably restrict or diminish the rights and easements granted herein; and

(ii) A perpetual, non-exclusive, irrevocable easement for the benefit of VIA and certain railroad companies, their passengers and employees, a right of way in, to, on and across those areas of the Stadium Land described in Exhibit A-2 attached hereto and made a part hereof for installing, maintaining and operating as a railroad in connection with the transportation of goods and passengers and other railroad services to and from and for the benefit of the Station Land.

TO HAVE AND TO HOLD said easements and rights unto VIA, its successors and assigns.

2. VIA's Conveyance. VIA has GRANTED, SOLD and CONVEYED, and does hereby GRANT, SELL and CONVEY unto the City, its successors and assigns, the following right and easement in, to, on, over and across the Station Land subject, however to (a) any valid, existing exceptions affecting title to the Stadium Land which are filed of record in the Bexar County Clerk's Office in Bexar County, Texas, and (b) the rights of VIA reserved herein:

A perpetual, non-exclusive, irrevocable easement for the benefit of the City, its employees, contractors, consultants, engineers, vendors, invitees, patrons and guests, for ingress and egress for pedestrian and vehicular traffic to and from the Stadium Land in, to, on, over and across those areas of the Station Land described on Exhibit B-1 attached hereto and made a part hereof, for access to and from the Stadium Land and all public highways and streets adjoining the Station Land; and VIA hereby agrees that, without the consent of the record owner of the Stadium Land, VIA will make no change or alteration to the Station Land that would unreasonably restrict or diminish the rights and easements granted herein.

The easement described in this Paragraph 2 is conveyed and accepted subject to the following:

(i) This easement is limited to emergency pedestrian and vehicular traffic only, except as specified herein; and

(ii) The use of this easement by non-emergency pedestrian and vehicular traffic shall require the written approval of VIA which shall not be unreasonably withheld. VIA, in its sole discretion, may charge a reasonable user fee for use of this access easement by non-emergency traffic. City shall not be responsible for payment of such fees for third parties; all such fees shall be the sole responsibility of the third party using the easement. If VIA does not respond to a request for consent hereunder as required in Paragraph 5 hereof and its consent is deemed to be granted, there shall be no fee for use of the easement in that instance; provided, however, if VIA and City have previously approved a schedule of fees for use of this easement by non-emergency pedestrian and vehicular traffic, the scheduled fee will apply.

3. Additional Rights and Privileges. The City and VIA agree to maintain all other existing easements in, to, on, over and across the Stadium Land and Station Land, respectively. To the extent permissible under the terms of any agreements evidencing such existing easements, the City and VIA agree to grant each other access to use such easements for ingress and egress to and across the Stadium Land and Station Land, respectively, as designated in such existing easement to serve the utility facilities appurtenant to such tracts in accordance with such easement agreements. The City and VIA agree not to make any changes or alterations to the Stadium Land and the Station Land, respectively, that would unreasonably restrict the rights granted herein.

4. General Provisions. Without limiting the easements and rights granted herein, the parties hereto, for themselves and their respective successors and assigns and subsequent owners of the Stadium Land or of the Station Land, as the case may be, hereby expressly agree as follows:

(a) Neither party shall make, enter into or be party to any agreement which would violate the rights and easements granted to the City and VIA herein, respectively;

(b) Each party shall maintain the property they own in a reasonable state of maintenance and repair, provided, however, that the cost of constructing and repairing each easement granted herein and the property the easement is located on shall be borne by the party for whose benefit the easement is granted; and

(c) Each party shall have the right, once in each calendar year during the term hereof upon thirty (30) days prior notice to the other party, to designate a period for the erection of barriers or chains for the purpose of blocking off access to the public areas on such party's parcel for such period of time as may be required under the laws of the State of Texas in

order to avoid the possibility of dedicating any portion of such party's parcel for public use or creating prescriptive rights therein and, in such event, the other party hereto desiring to erect such barriers or chains on its parcel shall do so only during the time so designated by the party first giving notice in such year.

5. Consent. Whenever in this Agreement the consent of another person is required, such consent shall not be unreasonably withheld or delayed. Any person whose consent is required shall, within five (5) business days after receipt of a written request for such person's consent, either consent to such request or notify the requesting party of the reasons for the withholding of such consent. Should no communication be forthcoming within such five (5) business day period, the consent requested shall be deemed to have been granted by the person whose consent is required.

6. Miscellaneous.

a. This Agreement and the easements herein granted are subject to the terms of that certain Agreement dated of even date herewith between the City and VIA.

b. All covenants, agreements, rights, easements, privileges, obligations and duties contained herein shall be covenants running with the land affected thereby and the provisions hereof shall be binding upon and inure to the benefit of the City and VIA, their respective successors and assigns.

c. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

d. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement.

e. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

f. The term "business day" means the days (other than Saturday or Sunday) on which federally insured national banking associations are required to be open for business in Bexar County, Texas.

g. Any notice required or permitted to be given under this Agreement must be in writing and may be served by depositing same in

the United States mail addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same to the address of such party. Notice given in accordance herewith shall be deemed received after deposit in the U.S. mail, if such notice is sent by mail, or upon receipt by any person over the age of eighteen (18) at the address of the addressee if such notice is delivered. For purposes of notice, the addresses of the parties shall be as follows:

To VIA: John Milam, General Manager
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

Bonnie Prosser Elder, General Counsel
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

With copy to: Butler & Binion, L.L.P.
112 E. Pecan, Suite 2700
San Antonio, Texas 78205
Attention: Mr. Lawrence R. Linnartz
Telephone: (210) 227-2200
Fax: (210) 223-6730

To City: Alexander E. Briseño, City Manager
City Hall
Military Plaza, 3rd Floor
San Antonio, Texas 78205
Telephone: (210) 299-7080
Fax: (210) 299-8940

Lloyd Garza, City Attorney
City Hall
Military Plaza
San Antonio, Texas 78205
Telephone: (210) 299-8948
Fax: (210) 299-8940

With copy to:

W. Bebb Francis, III
Cox & Smith Incorporated
112 E. Pecan Street, Suite 2000
San Antonio, Texas 78205
Telephone: (210) 554-5320
Fax: (210) 226-8395

IN WITNESS WHEREBY, the City and VIA have executed this Agreement as of the date first above written.

[SIGNATURES FOLLOW ON NEXT PAGE]

VIA:

VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: _____
John Milam,
General Manager

CITY:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: _____
Name: Alexander E. Briseño
Title: City Manager

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 1994,
by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan
transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes
of Texas, on behalf of said transit authority.

[NOTARY SEAL]

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 1994, by Alexander E. Briseño, City Manager of the CITY OF SAN ANTONIO, a Texas home rule municipal corporation, on behalf of said municipal corporation.

[NOTARY SEAL]

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

W. Bebb Francis, III
Cox & Smith Incorporated
112 E. Pecan Street, Suite 2000
San Antonio, Texas 78205

EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: $S 75^{\circ} 35' 08'' E. 137.96$ feet).

Thence $S 80^{\circ} 31' 57'' E. 91.11$ feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: $S 80^{\circ} 31' 57'' E. 6.77$ feet).

Thence $N 89^{\circ} 43' 33'' E. 396.81$ feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence $S 00^{\circ} 16' 49'' E. 55.60$ feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence $N 89^{\circ} 43' 33'' E.$ with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence $S 00^{\circ} 16' 27'' E.$ with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

EXHIBIT A (Page 3 of 3)

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N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

EXHIBIT B

STATION LAND

All of the tract or parcel comprised of 60.8395 acres described in Exhibit "1", **LESS AND EXCEPT** the 51.131 acre tract or parcel described in Exhibit "2".

**TERMINAL OR STATION COMPLEX
WITH REGIONAL ECONOMIC DEVELOPMENT
FACILITIES INCLUDING A SPORTS STADIUM**

Field notes of a 60.8935 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14081, 14082, 14083, 14084, 607, 614, 615, 621, 622, 629 and parts of 679, 681, 601, 613, 620, 627, 628, and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market, Montana, and Galveston Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, and alleys in New City Block 614 and 615, said 60.8395 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying Plastic Cap set in the south line of Commerce Street at its intersection with the east line of Hoefgen Avenue for the northwest corner of this tract.

Thence S 76° 01' 06" E. 162.02 feet with the south line of Commerce Street and the north line of N.C.B. 679 to an iron pin with a Baker Surveying Plastic Cap set in the west line of Walnut Street for the northernmost northeast corner of this tract and being the northeast corner of N.C.B. 679.

Thence S 00° 16' 49" E. with the west line of Walnut Street and the east line of N.C.B. 679 and 681 at 626.01 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Galveston Street, continuing across Galveston Street, at 677.25 feet a Bottle Cap & Nail set in the south line of Galveston Street, being the north corner of N.C.B. 601, continuing with the east line of N.C.B. 601, AT 1012.70 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Montana Street for the southeast corner of N.C.B. 601, continuing across Montana Street 1068.30 feet in all to an iron pin with a Baker Surveying Plastic Cap set at the point of intersection of said streets.

Thence N 89° 43' 33" E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet an iron pin with a Baker Surveying Plastic Cap Set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying Plastic Cap set in the west line of Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S 00° 16' 27" E. with the west line of Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying Plastic Cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin set in the north line of Dakota Street for the southeast corner of N.C.B. 615, continuing across Dakota Street at 949.42 feet an iron pin with Baker Surveying Plastic Cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line

of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629 at 1843.42 feet an iron pin with a Baker Surveying Plastic Cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing with the east line of N.C.B. 636, at 2070.22 feet an iron pin with Baker Surveying Plastic Cap set in the north line of Runge Street, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying Plastic Cap set in line of fence in the north line of Durango Street for the southeast corner of this tract.

Thence with the north line of Durango Street as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying Plastic Cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying Plastic Cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord Bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying Plastic Cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to SDHPT P.K. Nail in concrete monument found at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 04° 24' 00" E. 20.01 feet SDHPT Brass Disc in concrete monument found at an angle.

N 00° 16' 13" W. 89.84 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT Brass Disc in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building)

N 45° 25' 43" W. 41.37 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. Nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" W. 40.72 feet to an iron pin with Baker Surveying Plastic Cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to a SDHPT P.K. Nail found in asphalt for an angle.

N 07° 35' 57" E. 51.24 feet to an iron pin with a Baker Surveying Plastic Cap set in the north line of Market Street for an angle.

N 07° 33' 06" E. 65.34 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 44° 11' 22" E. 87.08 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 06° 05' 53" W. 86.99 feet to a SDHPT Brass Disc in concrete monument found at an angle:

N 33° 24' 36" E. 35.76 feet to a SDHPT Brass Disc in concrete monument found at an angle.

N 21° 23' 02" E. 153.46 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 43° 57' 21" E. 24.96 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 28° 18' 11" W. 38.69 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 13° 55' 50" E. 180.56 feet to a SDHPT Brass Disc in concrete monument found in the south line of Gonzales Street for a corner of this tract.

Thence S 76° 15' 15" E. 137.65 feet with the south line of Gonzales Street to an "X" found in concrete walk in the west line of Hoefgen Avenue, continuing across Hoefgen Avenue a total distance of 183.07 feet to an Railroad Spike set in the east line of Hoefgen Avenue for an interior corner of this tract.

Thence N 14° 06' 23" E. 446.50 feet with the east line of Hoefgen Avenue to the place of beginning and containing 60.8395 acres of land according to a survey on the ground in March of 1989 by Baker Surveying, Inc.

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

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N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

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N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

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N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

EXHIBIT 14

[Pending or Threatened Governmental Actions]

1. Agreed Order issued May 17, 1993, by the Texas Water Commission (now Texas Natural Resources Commission ["TNRCC"]) resolving an Enforcement Action brought against VIA Metropolitan Transit Authority for violations of the Texas Solid Waste Disposal Act and the Rules of the Texas Water Commission, assessing administrative penalties and requiring certain actions of VIA.

2. Correspondence from TNRCC regarding the soil disposal sites and landfills referenced in this Agreement.

BUTLER & BINION, L.L.P.

ATTORNEYS AT LAW

27TH FLOOR
112 E. PECAN
SAN ANTONIO, TEXAS 78205
(210) 227-2200
TELECOPIER (210) 223-6730

HOUSTON
(713) 237-3111
—
WASHINGTON, D. C.
(202) 466-6900
—
DALLAS
(214) 220-3100

June 9, 1994

Cox & Smith, Incorporated
112 E. Pecan Street, Suite 2000
San Antonio, Texas 78205
Attention: W. Bebb Francis, III, Esq.

VIA HAND DELIVERY

RE: Transfer of Alamodome from VIA Metropolitan Transit to the City of
San Antonio - Closing Issues.

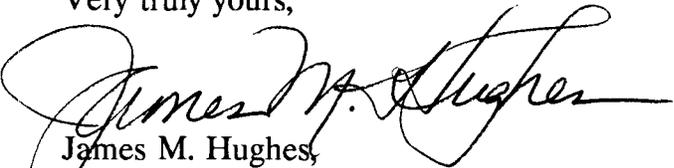
Dear Mr. Francis:

This letter will confirm our discussions and the discussions of our respective clients regarding the closing "date" for purposes of that certain Agreement dated effective April 27, 1994, covering the transfer of the Stadium Land (as defined in the Agreement) to the City of San Antonio. The date June 6, 1994 was inserted within the blank in paragraph 29 of the Agreement as the closing date in order to justify the wire transfer of funds from VIA to the City on that date. However, we and our clients mutually agreed that the details of closing, including the exchange of documents, transfer of monies, and delivery of files, was and is anticipated to take place over the entire week of June 6, 1994, including an anticipated transfer of funds on Friday, June 10, 1994, if received by VIA from the Comptroller of Public Accounts.

This letter will confirm among ourselves and our respective clients that neither the City of San Antonio or VIA Metropolitan Transit shall be viewed in default of the Agreement, nor shall either party have any right or claim against the other party, as a result of the extended closing over the entire week of June 6, 1994. As provided in the Agreement, each of our respective clients agrees to continue to fully cooperate with one another to effectuate a smooth and orderly closing, including the execution and delivery of documents and the transfer of applicable funds. This mutual covenant of cooperation shall continue after June 10, 1994, as to all closing matters which have not been completed by June 10, 1994, and as to all other matters covered by the Agreement.

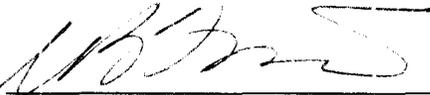
If the foregoing is your understanding of both the need and desire for an extended closing period, then so indicate your approval by signing in the space provided below and by obtaining the signature of your client.

Very truly yours,

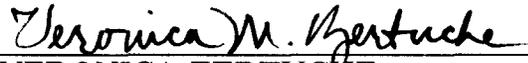

James M. Hughes,
for the firm

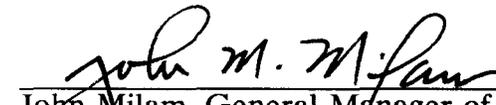
APPROVED AND AGREED:

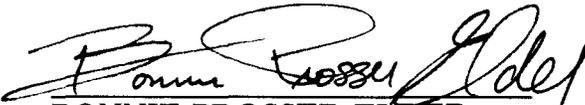
COX & SMITH, INCORPORATED

By: 
W. Bebb Francis, III
for the firm


Alexander E. Briseno, City Manager
CITY OF SAN ANTONIO, a Texas
home rule municipal corporation


VERONICA ZERTUCHE,
Assistant City Attorney


John Milam, General Manager of
VIA Metropolitan Transit,
a metropolitan transit authority


BONNIE PROSSER ELDER
Chief Counsel

JMH/jmy
Enclosures

SOIL DISPOSAL PROFILE

The Soil/Waste Location Summary attached hereto as Exhibit "1" and the Site Disposal Reports hereinafter described (collectively, the "Profile") are hereby delivered by VIA Metropolitan Transit ("VIA") to City of San Antonio ("City") simultaneously with and pursuant to that certain Agreement between VIA and the City dated effective April 27, 1994 (the "Agreement"), regarding the transfer of the Alamodome Stadium and related property by VIA to the City of San Antonio.

For purposes hereof, all capitalized terms shall have the same meaning ascribed to such terms in the Agreement.

VIA warrants and represents to the City that to VIA's knowledge, the soil excavated from the Station Land has been disposed of at the sites by the identified contractors and in the approximate volumes set forth in Exhibit "1" hereto; and also to VIA's knowledge, that the soils excavated from the Station Land are correctly described and characterized in Exhibit "1". VIA further represents and warrants that the Site Disposal Reports provided to the Texas Natural Resources Conservation Commission (20 volumes) ("TNRCC Submission"), copies of which have also been provided to the City, comprise the relevant support documentation for and the basis of the characterization of the soils removed from the Station Land and deposited at the sites described in Exhibit "1".

VIA acknowledges that the City is relying upon this Profile as the basis for its assumption of Environmental Responsibility with respect to the VIA disposal sites set forth on Exhibit "1", all as more particularly described in Paragraph 7 of the Agreement, and the City's remedy in the event of a deviation from any information contained within this Profile (inclusive of the information set forth in Exhibit "1" and the TNRCC Submission) shall be as specifically set forth in Paragraph 7 of said Agreement.

EXECUTED as of the date set forth above.

VIA METROPOLITAN TRANSIT

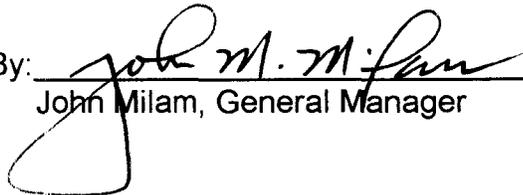
By: 
John Milam, General Manager

EXHIBIT "1"

Via Transit Station
Soil/Waste Location Summary
(103,431 cubic yards total)

71,924 cubic yards contaminated soil, spoils and debris:

1. Location: BFI Tessman Road Landfill
Amount: 61,424 cubic yards
Contractors: Kleck Environmental
M & M Contracting
Profile: High petroleum and low lead
2. Location: On-site City Package 14b Landfill at Alamodome
Amount: VIA has 6,000 cubic yards in the 38,500 cubic yard landfill
Contractors: Waste Processors Industries
Profile: High lead and low petroleum
3. Location: City Packages 14a and 14c
Amount: Estimate 4,500 cubic yards
Contractors: Resource Engineers Management Group
Kleck Environmental
Profile: High petroleum and low lead

31,507 cubic yards "clean" soil, spoils and debris:

4. Location: Loop 410 Dump
Amount: 15,300 cubic yards
Contractor: M & M Contractors
5. Location: 151 Dump
Amount: 12,684 cubic yards
Contractor: M & M Contractors
6. Location: Oak Meadow School
Amount: 196 cubic yards
Contractor: Kleck Environmental
7. Location: Arocha Pit
Amount: 622 cubic yards
Contractor: Kleck Environmental

8. Location: BFI Pinn Road Landfill
Amount: 1,647 cubic yards
Contractor: Integrated Waste System Services
9. Location: Hall's Yard, Hall's Dump
Amount: 435 cubic yards
Contractor: Kleck Environmental
10. Location: Site location unknown
Amount: 623 cubic yards
Contractor: Kleck Environmental

ASSIGNMENT OF CLAIMS AGAINST DAY & ZIMMERMANN, INC.

THIS ASSIGNMENT OF CLAIMS AGAINST DAY & ZIMMERMANN, INC. (this "Assignment") is entered into to be effective as of June 6, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("VIA") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council (the "City").

WHEREAS, pursuant to the terms of that certain Agreement (the "Agreement") dated effective April 27, 1994 executed by VIA and the City, VIA is conveying to the City, among other things, all of VIA's interests in certain real property (the "Stadium Land") located in Bexar County, Texas which is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, VIA has certain rights, claims, and causes of action against DAY & ZIMMERMANN, INC. ("D&Z") arising out of environmental damages caused by D&Z's use of and/or actions in connection with the Stadium Land or the Station Land, as that term is defined in the Agreement; and

WHEREAS, in conjunction with the conveyance by VIA to the City of the Stadium Land and the assumption by the City of certain responsibilities and liabilities in connection with the Stadium Land and Station Land, the City desires to acquire and VIA is willing to assign to the City all of such rights, claims and causes of action against D&Z;

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIA hereby agrees with the City as follows:

1. Assignment. VIA hereby grants, assigns, transfers and conveys to the City and the City's successors and assigns all past, present and future claims or causes of action, whether currently known or unknown, and rights of cost recovery and/or contribution or indemnity, whether existing under common law or arising under state or federal statute, that VIA owns or claims or may own or claim against D&Z, and any and all recoveries VIA may receive from D&Z or be entitled to that concern, relate or pertain to, or arise out of or from the prior operation or ownership of the Stadium Land and/or the Station Land, or the environmental testing, excavation, demolition, construction, removal, transportation, storage, deposit, disposal or any other action concerning or pertaining to soils, spoil, debris or other matter on or from the Stadium Land and/or the Station Land (collectively, the "Transferred Claims").

2. Conditions and Limitations. The assignment of the Transferred Claims described herein shall not, under any circumstances, include nor be construed as an assumption by the City of (a) VIA's liabilities with respect to any claims asserted by D&Z against VIA, its officers, directors, employees or agents; or (b) VIA's obligations or

liabilities to any third party except as specifically set forth in Paragraph 7 of the Agreement; and this Assignment is subject to the conditions and limitations described in Paragraph 9 of the Agreement; otherwise, this assignment is absolute.

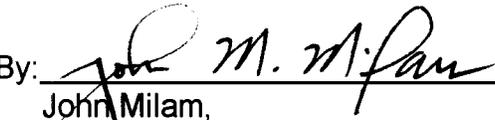
3. Acceptance of Assignment. The City hereby accepts the Transferred Claims subject to the conditions and limitations described in Paragraph 9 of the Agreement.

4. Successors and Assigns; Applicable Law. This Assignment is executed and shall be binding upon VIA and inure to the benefit of the City and the City's successors and assigns. This Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, VIA and the City have executed this Assignment to be effective as of the date first above written.

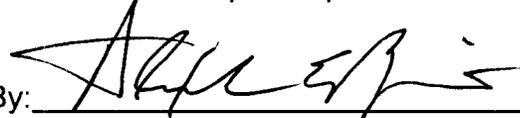
VIA:

VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: 
John Milam,
General Manager

CITY:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: 
Alexander E. Briseño
City Manager

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.

[NOTARY SEAL]



Diana R. Rodriguez
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by Alexander E. Briseño, City Manager of the CITY OF SAN ANTONIO, a Texas home rule municipal corporation, on behalf of said municipal corporation.

[NOTARY SEAL]



Mary Ann Ramirez
Notary Public, State of Texas

EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

ASSIGNMENT OF CLAIMS AGAINST
FUGRO-McCLELLAND CONSULTANTS (SOUTHWEST), INC.

THIS ASSIGNMENT OF CLAIMS AGAINST FUGRO-McCLELLAND CONSULTANTS (SOUTHWEST), INC. (this "Assignment") is entered into to be effective as of June 6, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("VIA") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council (the "City").

WHEREAS, pursuant to the terms of that certain Agreement (the "Agreement") dated effective April 27, 1994 executed by VIA and the City, VIA is conveying to the City, among other things, all of VIA's interests in certain real property (the "Stadium Land") located in Bexar County, Texas which is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, VIA has certain rights, claims, and causes of action against FUGRO-McCLELLAND CONSULTANTS (SOUTHWEST), INC. ("Fugro") arising out of environmental damages caused by Fugro's use of and/or actions in connection with the Stadium Land or the Station Land, as that term is defined in the Agreement; and

WHEREAS, in conjunction with the conveyance by VIA to the City of the Stadium Land and the assumption by the City of certain responsibilities and liabilities in connection with the Stadium Land and Station Land, the City desires to acquire and VIA is willing to assign to the City all of such rights, claims and causes of action against Fugro;

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIA hereby agrees with the City as follows:

1. Assignment. VIA hereby grants, assigns, transfers and conveys to the City and the City's successors and assigns all past, present and future claims or causes of action, whether currently known or unknown, and rights of cost recovery and/or contribution or indemnity, whether existing under common law or arising under state or federal statute, that VIA owns or claims or may own or claim against Fugro, and any and all recoveries VIA may receive from Fugro or be entitled to that concern, relate or pertain to, or arise out of or from the prior operation or ownership of the Stadium Land and/or the Station Land, or the environmental testing, excavation, demolition, construction, removal, transportation, storage, deposit, disposal or any other action concerning or pertaining to soils, spoil, debris or other matter on or from the Stadium Land and/or the Station Land (collectively, the "Transferred Claims").

2. Conditions and Limitations. The assignment of the Transferred Claims described herein shall not, under any circumstances, include nor be construed as an

assumption by the City of (a) VIA's liabilities with respect to any claims asserted by Fugro against VIA, its officers, directors, employees or agents; or (b) VIA's obligations or liabilities to any third party except as specifically set forth in Paragraph 7 of the Agreement; and this Assignment is subject to the conditions and limitations described in Paragraph 9 of the Agreement; otherwise, this assignment is absolute.

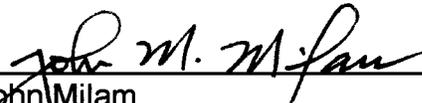
3. Acceptance of Assignment. The City hereby accepts the Transferred Claims subject to the conditions and limitations described in Paragraph 9 of the Agreement.

4. Successors and Assigns; Applicable Law. This Assignment is executed and shall be binding upon VIA and inure to the benefit of the City and the City's successors and assigns. This Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, VIA and the City have executed this Assignment to be effective as of the date first above written.

VIA:

VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: 

John Milam,
General Manager

CITY:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: 

Alexander E. Briseño
City Manager

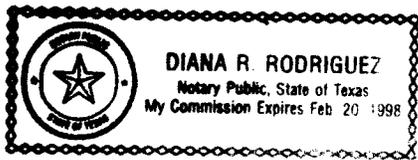
STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.

Diana R Rodriguez
Notary Public, State of Texas

[NOTARY SEAL]



STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by Alexander E. Briseño, City Manager of the CITY OF SAN ANTONIO, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Mary Alice Ramirez
Notary Public, State of Texas

[NOTARY SEAL]

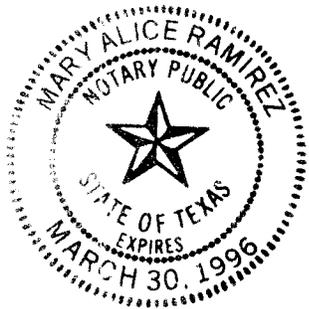


EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

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N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

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N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

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N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

ASSIGNMENT OF CLAIMS AGAINST RABA-KISTNER CONSULTANTS, INC.

THIS ASSIGNMENT OF CLAIMS AGAINST RABA-KISTNER CONSULTANTS, INC. (this "Assignment") is entered into to be effective as of June 6, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("VIA") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council (the "City").

WHEREAS, pursuant to the terms of that certain Agreement (the "Agreement") \ dated effective April 27, 1994 executed by VIA and the City, VIA is conveying to the City, among other things, all of VIA's interests in certain real property (the "Stadium Land") located in Bexar County, Texas which is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, VIA has certain rights, claims, and causes of action against RABA-KISTNER CONSULTANTS, INC. ("R-K") arising out of environmental damages caused by R-K's use of and/or actions in connection with the Stadium Land or the Station Land, as that term is defined in the Agreement; and

WHEREAS, in conjunction with the conveyance by VIA to the City of the Stadium Land and the assumption by the City of certain responsibilities and liabilities in connection with the Stadium Land and Station Land, the City desires to acquire and VIA is willing to assign to the City all of such rights, claims and causes of action against R-K;

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIA hereby agrees with the City as follows:

1. Assignment. VIA hereby grants, assigns, transfers and conveys to the City and the City's successors and assigns all past, present and future claims or causes of action, whether currently known or unknown, and rights of cost recovery and/or contribution or indemnity, whether existing under common law or arising under state or federal statute, that VIA owns or claims or may own or claim against R-K, and any and all recoveries VIA may receive from R-K or be entitled to that concern, relate or pertain to, or arise out of or from the prior operation or ownership of the Stadium Land and/or the Station Land, or the environmental testing, excavation, demolition, construction, removal, transportation, storage, deposit, disposal or any other action concerning or pertaining to soils, spoil, debris or other matter on or from the Stadium Land and/or the Station Land (collectively, the "Transferred Claims").

2. Conditions and Limitations. The assignment of the Transferred Claims described herein shall not, under any circumstances, include nor be construed as an assumption by the City of (a) VIA's liabilities with respect to any claims asserted by R-K against VIA, its officers, directors, employees or agents; or (b) VIA's obligations or

liabilities to any third party except as specifically set forth in Paragraph 7 of the Agreement; and this Assignment is subject to the conditions and limitations described in Paragraph 9 of the Agreement; otherwise, this assignment is absolute.

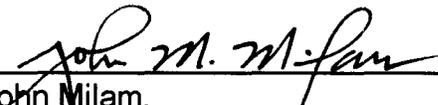
3. Acceptance of Assignment. The City hereby accepts the Transferred Claims subject to the conditions and limitations described in Paragraph 9 of the Agreement.

4. Successors and Assigns; Applicable Law. This Assignment is executed and shall be binding upon VIA and inure to the benefit of the City and the City's successors and assigns. This Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, VIA and the City have executed this Assignment to be effective as of the date first above written.

VIA:

VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: 

John Milam,
General Manager

CITY:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: 

Alexander E. Briseño
City Manager

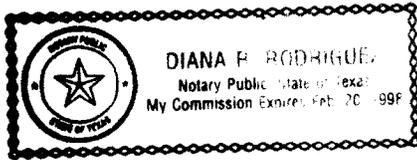
STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.

Diana R. Rodriguez
Notary Public, State of Texas

[NOTARY SEAL]



STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by Alexander E. Briseño, City Manager of the CITY OF SAN ANTONIO, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Mary Alice Romo
Notary Public, State of Texas

[NOTARY SEAL]

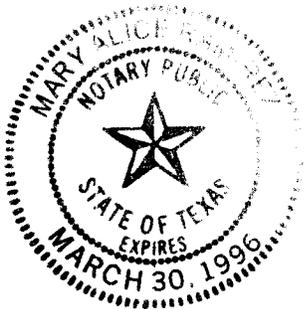


EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

**ASSIGNMENT OF CLAIMS AGAINST
AMERICAN ECOLOGY SERVICES CORPORATION**

THIS ASSIGNMENT OF CLAIMS AGAINST AMERICAN ECOLOGY SERVICES CORPORATION (this "Assignment") is entered into to be effective as of June 6, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("VIA") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council (the "City").

WHEREAS, pursuant to the terms of that certain Agreement (the "Agreement") dated effective April 27, 1994 executed by VIA and the City, VIA is conveying to the City, among other things, all of VIA's interests in certain real property (the "Stadium Land") located in Bexar County, Texas which is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, VIA has certain rights, claims, and causes of action against AMERICAN ECOLOGY SERVICES CORPORATION ("AESC") arising out of environmental damages caused by AESC's use of and/or actions in connection with the Stadium Land or the Station Land, as that term is defined in the Agreement; and

WHEREAS, in conjunction with the conveyance by VIA to the City of the Stadium Land and the assumption by the City of certain responsibilities and liabilities in connection with the Stadium Land and Station Land, the City desires to acquire and VIA is willing to assign to the City all of such rights, claims and causes of action against AESC;

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIA hereby agrees with the City as follows:

1. Assignment. VIA hereby grants, assigns, transfers and conveys to the City and the City's successors and assigns all past, present and future claims or causes of action, whether currently known or unknown, and rights of cost recovery and/or contribution or indemnity, whether existing under common law or arising under state or federal statute, that VIA owns or claims or may own or claim against AESC, and any and all recoveries VIA may receive from AESC or be entitled to that concern, relate or pertain to, or arise out of or from the prior operation or ownership of the Stadium Land and/or the Station Land, or the environmental testing, excavation, demolition, construction, removal, transportation, storage, deposit, disposal or any other action concerning or pertaining to soils, spoil, debris or other matter on or from the Stadium Land and/or the Station Land (collectively, the "Transferred Claims").

2. Conditions and Limitations. The assignment of the Transferred Claims described herein shall not, under any circumstances, include nor be construed as an assumption by the City of (a) VIA's liabilities with respect to any claims asserted by

AESC against VIA, its officers, directors, employees or agents; or (b) VIA's obligations or liabilities to any third party except as specifically set forth in Paragraph 7 of the Agreement; and this Assignment is subject to the conditions and limitations described in Paragraph 9 of the Agreement; otherwise, this assignment is absolute.

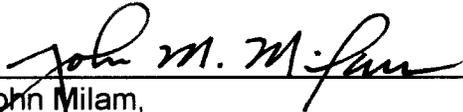
3. Acceptance of Assignment. The City hereby accepts the Transferred Claims subject to the conditions and limitations described in Paragraph 9 of the Agreement.

4. Successors and Assigns; Applicable Law. This Assignment is executed and shall be binding upon VIA and inure to the benefit of the City and the City's successors and assigns. This Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, VIA and the City have executed this Assignment to be effective as of the date first above written.

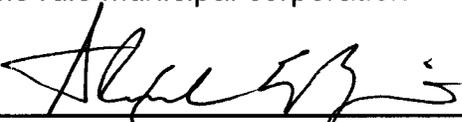
VIA:

VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: 
John Milam,
General Manager

CITY:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: 
Alexander E. Briseño
City Manager

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.

Diana R. Rodriguez
Notary Public, State of Texas

[NOTARY SEAL]



STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by Alexander E. Briseño, City Manager of the CITY OF SAN ANTONIO, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Mary Alice Ramirez
Notary Public, State of Texas

[NOTARY SEAL]

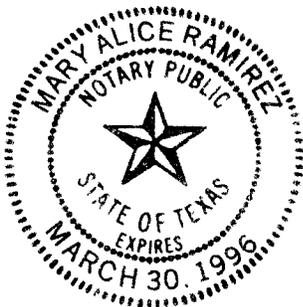


EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

ASSIGNMENT OF CLAIMS AGAINST MALCOLM PIRNIE, INC.

THIS ASSIGNMENT OF CLAIMS AGAINST MALCOLM PIRNIE, INC. (this "Assignment") is entered into to be effective as of June 6, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("VIA") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council (the "City").

WHEREAS, pursuant to the terms of that certain Agreement (the "Agreement") dated effective April 27, 1994 executed by VIA and the City, VIA is conveying to the City, among other things, all of VIA's interests in certain real property (the "Stadium Land") located in Bexar County, Texas which is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, VIA has certain rights, claims, and causes of action against MALCOLM PIRNIE, INC. ("Malcolm") arising out of environmental damages caused by Malcolm's use of and/or actions in connection with the Stadium Land or the Station Land, as that term is defined in the Agreement; and

WHEREAS, in conjunction with the conveyance by VIA to the City of the Stadium Land and the assumption by the City of certain responsibilities and liabilities in connection with the Stadium Land and Station Land, the City desires to acquire and VIA is willing to assign to the City all of such rights, claims and causes of action against Malcolm;

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIA hereby agrees with the City as follows:

1. Assignment. VIA hereby grants, assigns, transfers and conveys to the City and the City's successors and assigns all past, present and future claims or causes of action, whether currently known or unknown, and rights of cost recovery and/or contribution or indemnity, whether existing under common law or arising under state or federal statute, that VIA owns or claims or may own or claim against Malcolm, and any and all recoveries VIA may receive from Malcolm or be entitled to that concern, relate or pertain to, or arise out of or from the prior operation or ownership of the Stadium Land and/or the Station Land, or the environmental testing, excavation, demolition, construction, removal, transportation, storage, deposit, disposal or any other action concerning or pertaining to soils, spoil, debris or other matter on or from the Stadium Land and/or the Station Land (collectively, the "Transferred Claims").

2. Conditions and Limitations. The assignment of the Transferred Claims described herein shall not, under any circumstances, include nor be construed as an assumption by the City of (a) VIA's liabilities with respect to any claims asserted by Malcolm against VIA, its officers, directors, employees or agents; or (b) VIA's

obligations or liabilities to any third party except as specifically set forth in Paragraph 7 of the Agreement; and this Assignment is subject to the conditions and limitations described in Paragraph 9 of the Agreement; otherwise, this assignment is absolute.

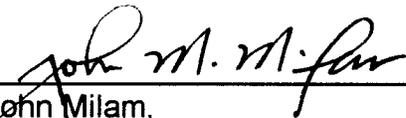
3. Acceptance of Assignment. The City hereby accepts the Transferred Claims subject to the conditions and limitations described in Paragraph 9 of the Agreement.

4. Successors and Assigns; Applicable Law. This Assignment is executed and shall be binding upon VIA and inure to the benefit of the City and the City's successors and assigns. This Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, VIA and the City have executed this Assignment to be effective as of the date first above written.

VIA:

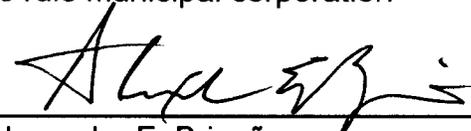
VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: 

John Milam,
General Manager

CITY:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: 

Alexander E. Briseño
City Manager

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.

Diana R Rodriguez
Notary Public, State of Texas

[NOTARY SEAL]



STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by Alexander E. Briseño, City Manager of the CITY OF SAN ANTONIO, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Mary Alice Ramirez
Notary Public, State of Texas

[NOTARY SEAL]



EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

EXHIBIT A (Page 3 of 3)

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

ASSIGNMENT OF CLAIMS AGAINST ALAMO IRON WORKS, INC.

THIS ASSIGNMENT OF CLAIMS AGAINST ALAMO IRON WORKS, INC. (this "Assignment") is entered into to be effective as of June 6, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("VIA") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council (the "City").

WHEREAS, pursuant to the terms of that certain Agreement (the "Agreement") dated effective as of April 27, 1994 executed by VIA and the City, VIA is conveying to the City, among other things, all of VIA's interests in certain real property (the "Stadium Land") located in Bexar County, Texas which is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, VIA has certain rights, claims, and causes of action against Alamo Iron Works, Inc. ("AIW"), one of the former owners of the Stadium Land, arising out of environmental damages caused by AIW's use of the Stadium Land and the Station Land, as that term is defined in the Agreement; and

WHEREAS, in conjunction with the conveyance by VIA to the City of the Stadium Land and the assumption by the City of certain responsibilities and liabilities in connection with the Stadium Land and Station Land, the City desires to acquire and VIA is willing to assign to the City all of such rights, claims and causes of action against AIW;

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIA hereby agrees with the City as follows:

1. Assignment. VIA hereby grants, assigns, transfers and conveys to the City and the City's successors and assigns all past, present and future claims or causes of action, whether currently known or unknown, and rights of cost recovery and/or contribution or indemnity, whether existing under common law or arising under state or federal statute, that VIA owns or claims or may own or claim against AIW, and any and all recoveries VIA may receive from AIW or be entitled to that concern, relate or pertain to, or arise out of or from the prior operation or ownership of the Stadium Land and/or the Station Land, including, but not limited to VIA's claims, causes of action and recoveries, in that certain lawsuit styled Alamo Iron Works, Inc. v. VIA Metropolitan Transit Authority et al., 93-CI-09652, 131st Judicial District Court, Bexar County, Texas (collectively, the "Transferred Claims").

2. Conditions and Limitations. The assignment of the Transferred Claims described herein shall not, under any circumstances, include nor be construed as an assumption by the City of (a) VIA's liabilities with respect to any claims asserted by AIW against VIA, its officers, directors, employees or agents; or (b) VIA's obligations or

liabilities to any third party except as specifically set forth in Paragraph 7 of the Agreement; and this Assignment is subject to the conditions and limitations described in Paragraph 12 of the Agreement; otherwise, this assignment is absolute.

3. Acceptance of Assignment. The City hereby accepts the Transferred Claims subject to the conditions and limitations described in Paragraph 12 of the Agreement.

4. Successors and Assigns; Applicable Law. This Assignment is executed and shall be binding upon VIA and inure to the benefit of the City and the City's successors and assigns. This Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, VIA and the City have executed this Assignment to be effective as of the date first above written.

VIA:

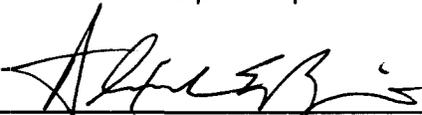
VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: 

John Milam,
General Manager

CITY:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: 

Name: Alexander E. Briseño
Title: City Manager

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.

Diana R. Rodriguez
Notary Public, State of Texas

[NOTARY SEAL]



STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by Alexander E. Briseño, City Manager of the CITY OF SAN ANTONIO, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Mary Alice Ramirez
Notary Public, State of Texas

[NOTARY SEAL]



EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

EXHIBIT A (Page 3 of 3)

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N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

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N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

ASSIGNMENT OF CLAIMS

THIS ASSIGNMENT OF CLAIMS (this "Assignment") is entered into to be effective as of June 6, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("VIA") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council (the "City").

WHEREAS, pursuant to the terms of that certain Agreement (the "Agreement") dated effective as of April 27, 1994, executed by and between VIA and the City, VIA is conveying to the City, among other things, all of VIA's interest in certain real property (the "Stadium Land") located in San Antonio, Bexar County, Texas, which is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, VIA has certain claims and causes of action against third parties that relate to the Stadium Land and/or the Station Land, as that term is defined in the Agreement; and

WHEREAS, in conjunction with the conveyance by VIA to the City of the Stadium Land, the City desires to acquire and VIA is willing to assign to the City all of such claims and causes of action;

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIA hereby agrees with the City as follows:

1. Assignment. Other than the Alamo Iron Works Lawsuit, as that term is defined in the Agreement, VIA hereby grants, assigns, transfers and conveys to the City and the City's successors and assigns, all of VIA's rights, title and interest in all past, present and future claims or causes of action, whether currently known or unknown, and rights of cost recovery and/or contribution or indemnity, whether existing under common law or arising under any state or federal statute, that VIA owns or claims, or may own or claim against any person or entity that concerns, relates or pertains to, or arises out of or from the operation or ownership of the Station Land and/or the Stadium Land, the environmental testing, excavation, demolition, construction, removal, transportation, storage, disposal or deposit of soils and/or other materials on or from the Stadium Land and/or the Station Land INSOFAR AND ONLY INSOFAR AS said causes of action, claims and rights of recovery or contribution or indemnity relate or pertain to (i) the Stadium Land or the Onsite Landfill, as that term is defined in the Agreement, (ii) the off-site disposal locations described in Paragraph 7 of the Agreement for which the City has assumed responsibility for all compliance with and for the costs of any removal action or remedial action under federal and state environmental statutes (the "City's Environmental Responsibility"), and (iii) soils, spoils, debris and other materials generated on the Station Land but removed to a location which is the City's Environmental Responsibility according to the terms of the

Agreement (collectively the "Assigned Claims"). VIA hereby assigns to the City all proceeds, if any, that VIA receives or is entitled to under any insurance policy, bond or other contract benefitting VIA or its contractors which pertains to the Assigned Claims. At the time of the execution of this Agreement, the Assigned Claims which are currently pending consist of the lawsuits listed on Exhibit B attached hereto and made a part hereof.

2. Future Cooperation. VIA covenants to fully cooperate with the City in connection with any action to pursue any Assigned Claims against a third party, including but not limited to any claims against the other former owners of the Stadium Land, the Station Land and the improvements located thereon, and any other third parties who may be partially or wholly responsible for, or have a legal duty of contribution with respect to environmental liabilities and costs incurred relative to the Stadium Land, the Station Land and the improvements located thereon and all of the disposal locations which are the City's Environmental Responsibility. This cooperation shall include, subject to receipt of reasonable notice, but is not limited to, sharing files and information and making employees, agents, representatives, contractors and consultants available for informal interviews and formal testimony. VIA shall make available to the City and the City's legal counsel for inspection and duplication upon reasonable request and during business hours, all files and other materials in its possession or under its control which pertain to the Assigned Claims.

3. Representation and Warranty. VIA represents and warrants to the City that (a) it has not entered into any settlement agreement, release or covenant not to sue with respect to any Assigned Claim, (b) it is the current owner and holder of the Assigned Claims, and (c) it has not previously assigned, encumbered, transferred or conveyed or entered into an agreement to assign, encumber, transfer or convey any of the Assigned Claims.

4. Claims and Recoveries Not Assigned. VIA hereby retains and assumes responsibility for all other claims, law suits, agency proceedings and actual losses incurred by it in connection with matters not covered by this Assignment, the Agreement or any other assignment executed simultaneously herewith. Neither party hereto shall be deemed to have waived its rights relative to any third parties or each other, whether accrued or unaccrued, known or unknown, which are not specifically addressed in this Assignment, the Agreement, or any other assignment executed simultaneously herewith.

5. Acceptance of Assignment. The City hereby accepts the Assigned Claims.

6. Successors and Assigns; Applicable Law. This Assignment is executed and shall be binding upon VIA and inure to the benefit of the City and the City's successors and assigns. This Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, VIA and the City have executed this Assignment to be effective as of the date first above written.

VIA:

VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: *John M. Milam*
John Milam,
General Manager

CITY:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: *Alexander E. Briseño*
Name: Alexander E. Briseño
Title: City Manager

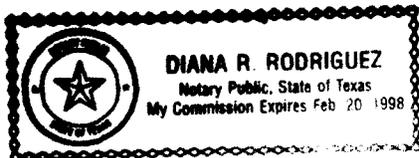
STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, 1994,
by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan
transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes
of Texas, on behalf of said transit authority.

[NOTARY SEAL]

Diana R. Rodriguez
Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by Alexander E. Briseño, City Manager of the CITY OF SAN ANTONIO, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Mary Alice Ramirez
Notary Public, State of Texas

[NOTARY SEAL]



EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

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EXHIBIT A (Page 3 of 3)

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N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

EXHIBIT "B" TO ASSIGNMENT OF CLAIMS

1. *Alamo Iron Works, Inc. v. VIA Metropolitan Transit Authority*, Cause No. 92-CI-09652, in the 131st Judicial District Court of Bexar County, Texas.

**ASSIGNMENT AND ASSUMPTION OF
THIRD PARTY CONTRACTS AND OTHER RIGHTS**

THIS ASSIGNMENT AND ASSUMPTION OF THIRD PARTY CONTRACTS AND OTHER RIGHTS (this "Assignment") is entered into to be effective as of June 6, 1994, by and between VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("Assignor") and the CITY OF SAN ANTONIO, a Texas home rule municipal corporation acting through its City Council ("Assignee").

WHEREAS, pursuant to the terms of that certain Agreement (the "Agreement") dated effective as of April 27, 1994, executed by and between Assignor and Assignee, Assignor is conveying to Assignee, among other things, all of Assignor's interests in certain real property (the "Property") located in San Antonio, Bexar County, Texas, which is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Assignor has or may have certain rights under maintenance, service and other contracts, warranties, permits, and licenses relative to the use and operation of the Property and the improvements located upon the Property; and

WHEREAS, in conjunction with the conveyance by Assignor to Assignee of the Property, Assignee desires to assume and Assignor is willing to assign to Assignee all of such rights;

NOW, THEREFORE, in consideration of the above premises, and for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Assignee as follows:

1. Assignment. Assignor hereby grants, assigns, transfers and sets over to Assignee and Assignee's successors and assigns all of Assignor's right, title and interest in and to the following ("Transferred Property"):

(a) All assignable warranties, guarantees, and indemnities (whether currently known or unknown) from or by all third parties with respect to (i) the Property, (ii) the off site disposal locations described in the Agreement for which Assignee has assumed Environmental Responsibility, as defined in the Agreement, (iii) the soils and materials removed to a location for which Assignee assumed Environmental Responsibility according to the terms of the Agreement, and (iv) any buildings, building components or material, structures, fixtures, machinery, equipment or other property situated on, contained in or comprising a part of any building or other improvement located on the Property, inuring to the benefit of Assignor. The warranties, guarantees, and indemnities hereby assigned include but are not necessarily limited to those existing or arising by

virtue of construction contracts or subcontracts, contracts with architects or engineers in connection with preparation for and construction of improvements located on the Property, contracts with suppliers of fixtures, machinery, equipment and other property, contracts with third parties for the removal of soil, spoils, debris and other materials from the Property, those existing or arising by operation of law, those that are express, those that are implied, and those that exist or arise by reason of negligence or deficiencies on the part of a third party.

(b) The contracts and agreements described in Exhibit B attached hereto and incorporated herein (collectively, the "Contracts").

(c) All governmental licenses and permits, certificates and approvals pertaining to (i) the Property and improvements situated thereon, (ii) the off site disposal locations for which Assignee assumed Environmental Responsibility, and (iii) the soils and materials removed to a location for which Assignee assumed Environmental Responsibility.

2. Acceptance of Assignment. Assignee hereby accepts the Transferred Property and assumes and agrees to be bound by all of the terms, covenants and conditions to be performed by Assignor that are contained in any documents evidencing the Transferred Property, including, without limitation, the Contracts. Unless the Agreement provides otherwise, Assignee only agrees to assume and to be bound by all of the terms, covenants and conditions to be performed by Assignor from and after the date of this Assignment only.

3. Reserved Funds. This Assignment shall not in any way affect Assignor's right to retain the Reserved Funds, as defined in the Agreement, to be disbursed to Assignee and third parties in accordance with the terms of the Agreement.

4. Successors and Assigns; Applicable Law. This Assignment is executed by and shall be binding upon Assignor and inure to the benefit of Assignee and Assignee's successors and assigns. This Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the date first above written.

[SIGNATURES FOLLOW ON NEXT PAGE]

ASSIGNOR:

VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: John M. Milam
John Milam,
General Manager

ASSIGNEE:

CITY OF SAN ANTONIO, a Texas
home rule municipal corporation

By: Alexander E. Briseño
Name: Alexander E. Briseño
Title: City Manager

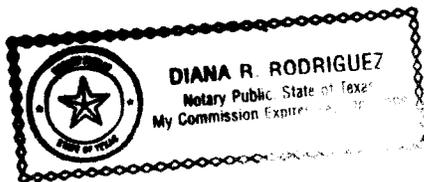
STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994,
by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan
transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes
of Texas, on behalf of said transit authority.

Diana R. Rodriguez
Notary Public, State of Texas

[NOTARY SEAL]



STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994, by Alexander E. Briseño, City Manager of the City of San Antonio, a Texas home rule municipal corporation, on behalf of said municipal corporation.

Mary Alice Ramirez
Notary Public, State of Texas

[NOTARY SEAL]



EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

EXHIBIT "B" TO
ASSIGNMENT AND ASSUMPTION OF THIRD PARTY CONTRACTS
AND OTHER RIGHTS

1. Stadium Chilled Water Facility Contract between the City of San Antonio, VIA Metropolitan Transit and the City Water Board of San Antonio passed and approved by the City of San Antonio on May 23, 1991, and passed and approved on May 28, 1991 by VIA, for the purpose of supplying chilled water to the Stadium.

TRADEMARK & SERVICE MARK ASSIGNMENT

WHEREAS, **VIA METROPOLITAN TRANSIT**, a metropolitan transit authority and political subdivision of the State of Texas, having a business address at 800 West Myrtle Street, San Antonio, Texas 78212, ("Assignor"), has adopted and is using the following trademarks/service marks and is the owner of the registrations and applications of said trademarks/service marks:

1. U.S. Trademark Reg. No. 1,664,044; Reg. Date: 11/12/91 for:
THE ALAMODOME (and Design)
2. U.S. Service Mark Application. No. 74/480,876; Filed: 01/20/94 for:
ALAMODOME SAN ANTONIO (and Design)
3. U.S. Trademark Reg. No. 1,824,478; Reg. Date: 03/01/94 for:
ALAMODOME SAN ANTONIO (and Design)
4. U.S. Trademark Application No. 74/244,110; Filed: 02/07/92 for:
ALAMODOME SAN ANTONIO (and Design)
5. U.S. Service Mark Application No. 74/480,877; Filed: 01/20/94 for:
ALAMODOME SAN ANTONIO (and Design)
6. U.S. Service Mark Reg. No. 1,825,964; Reg. Date: 03/08/94 for:
ALAMODOME SAN ANTONIO (and Design)
7. U.S. Trademark Reg. No. 1,822,028; Reg. Date: 02/15/94 for:
ALAMODOME SAN ANTONIO (and Design)

and

WHEREAS, the **CITY OF SAN ANTONIO**, a municipal corporation, organized and existing of the laws of the State of Texas, and having a primary business address at 100 Military Plaza, San Antonio, Texas 78205, ("Assignee"), is desirous of acquiring said trademarks/service marks together with the good will of the business with which said trademarks/service marks are used and which are symbolized by said marks and any and all registrations, specifically including the above registrations, and applications for registration of said marks;

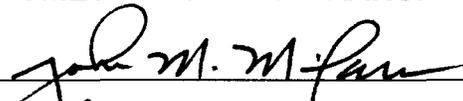
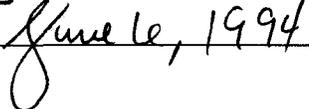
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by said Assignor, said Assignor has assigned and by these presents, does hereby sell, transfer, convey and assign unto said Assignee the entire right, title, and interest in and to said marks, all registrations and applications for registration of said marks, including those specifically herein before identified, the right to recover for past infringement of said marks, and the good will of the business in connection with which said marks are used and which are symbolized by said marks.

ASSIGNOR HEREBY covenants and represents that ASSIGNOR has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR HEREBY covenants and represents that ASSIGNOR and its licensees have been the sole and exclusive users of the marks for the goods or services set forth above from the time of ASSIGNOR'S adoption of the marks; that ASSIGNOR and its licensees have continually used the marks since the time of their adoption by ASSIGNOR and that ASSIGNOR has not abandoned the same; that ASSIGNOR has continually policed the use of the marks and has not knowingly allowed any other person, firm, company or entity to use the same or any confusingly similar marks for the same or related goods or services; that to the best of ASSIGNOR'S knowledge, information and belief neither the marks nor any confusingly similar marks are currently used by any other person, firm, company, or entity, whether related to or affiliated with ASSIGNOR or not, for similar or related goods or services and has not been so used by any other person, firm, company or entity during the time of ASSIGNOR'S use.

ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said marks, and testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said marks in all countries.

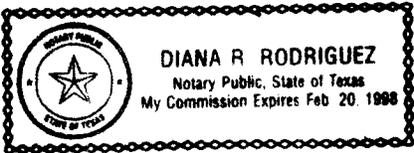
VIA METROPOLITAN TRANSIT

By: 
Title: 
Date: 

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared John W. Thibault, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Via Metropolitan Transit.

Given under my hand and seal of office on this 9th day of June, 1994.



Diana R Rodriguez
Notary Public in and for the State of Texas
My Commission Expires:

TRADEMARK ASSIGNMENT

WHEREAS, **VIA METROPOLITAN TRANSIT**, a metropolitan transit authority and political subdivision, organized and existing under the laws of the State of Texas, and having a business address at 800 West Myrtle Street, San Antonio, Texas 78212, hereinafter referred to as "Assignor", has adopted and is using the mark "ALAMO DOME" (& design) as a trademark for seat cushions, caps, hats, jackets, T-shirts, pants, slacks, shoes, sweaters, sun visors, bandanas, neckties, belts, vehicle sunshades, vehicle sunscreens, bumper stickers, greeting cards, and posters; and

WHEREAS, said Assignor is the owner of the following registrations of said above trademark:

- (1) Texas Trademark Reg. No. 050,127
Issued: February 13, 1990;
- (2) Texas Trademark Reg. No. 050,126
Issued: February 6, 1990; and
- (3) Texas Trademark Reg. No. 049,852
Issued: November 27, 1989

and

WHEREAS, the **CITY OF SAN ANTONIO**, a municipal corporation, organized and existing under the laws of the State of Texas, having a business address at 100 Military Plaza, San Antonio, Texas 78205, hereinafter referred to as "Assignee", has acquired and is desirous of affirming it has acquired said trademarks, together with the goodwill of the business by said trademarks, and any and all registrations and applications for registration of said trademarks;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by said Assignor, said Assignor has assigned and by these presents, does hereby sell, transfer, convey and assign unto said Assignee the entire right, title, and interest in and to said marks, all registrations and applications for registration of said marks, including those specifically herein before identified, the right to recover for past infringement of said marks, and the good will of the business in connection with which said marks are used and which are symbolized by said marks.

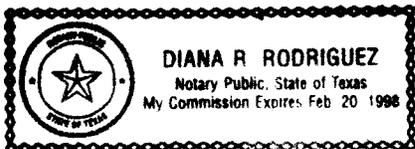
VIA METROPOLITAN TRANSIT

By: John M. Milam
Title: General Manager
Date: June 16, 1994

STATE OF §
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared John M. Milam, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Via Metropolitan Transit.

Given under my hand and seal of office on this 9th day of June, 1994.



Diana R. Rodriguez
Notary Public in and for the
State of Texas

AFFIDAVIT AND CERTIFICATE OF NON-FOREIGN STATUS
(Entity Transferor)

THIS AFFIDAVIT AND CERTIFICATE OF NON-FOREIGN STATUS is being issued incident to the transfer and conveyance of the real property described on Exhibit A attached hereto and made a part hereof from VIA METROPOLITAN TRANSIT, a metropolitan transit authority acting through its Board of Trustees ("Transferor"), to the CITY OF SAN ANTONIO, a Texas home rule municipal corporation ("Transferee").

Section 1445 of the Internal Revenue Code (the "Code") provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person or entity as defined therein. To inform the Transferee that withholding of tax is not required upon the disposition of a United States real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is 74-1330327; and
3. Transferor's office address is 800 W. Myrtle, San Antonio, Texas 78212.

Transferor understands that this certificate may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

EXECUTED to be effective as of June 6, 1994.

TRANSFEROR:

VIA METROPOLITAN TRANSIT,
a metropolitan transit authority

By: 

John Milam,
General Manager

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on June 9, 1994,
by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan
transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes
of Texas, on behalf of said transit authority.

[NOTARY SEAL]

Diana R. Rodriguez
Notary Public, State of Texas



EXHIBIT A

(Page 1 of 3)

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin

set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

N 54° 39' 15" W. 393.08 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Hoefgen Avenue for an angle.

N 77° 56' 47" W. 56.91 feet crossing Hoefgen Avenue to an iron pin with State Department of Highways and Public Transportation (SDHPT) aluminum cap found in the west line of Hoefgen Avenue for an angle.

N 86° 37' 58" W. 83.04 feet to an iron pin with SDHPT aluminum cap found in the east line of Interstate Highway No. 37 for the southwest corner of this tract.

Thence with the east line of Interstate Highway No. 37 as follows:

N 00° 51' 59" W. 45.31 feet to an iron pin with SDHPT aluminum cap found for an angle.

S 89° 40' 11" W. 36.43 feet to a SDHPT Type II in concrete monument found for an angle.

N 00° 23' 29" W. 44.84 feet to a SDHPT P.K. nail in concrete monument at an angle.

S 89° 53' 19" W. 59.75 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 00° 17' 13" W. 152.59 feet to an iron pin with SDHPT aluminum cap found in the south line of Nevada Street for an angle.

EXHIBIT A (Page 3 of 3)

N 19° 37' 27" E. 59.08 feet across Nevada Street to an iron pin with SDHPT aluminum cap found in the north line of Nevada Street for an angle.

N 00° 16' 24" W. 199.53 feet to an iron pin with SDHPT aluminum cap found for an angle and the south line of Pablo Alley.

N 04° 23' 17" E. 20.07 feet across the west end of Pablo Alley to a SDHPT brass disk in concrete monument found at an angle.

N 00° 16' 13" W. 89.79 feet to a SDHPT P.K. nail in concrete monument found at an angle.

S 88° 46' 46" E. 48.42 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 16' 41" W. 110.83 feet to a SDHPT brass disk in concrete monument found in the south line of Dakota Street for an angle.

N 27° 31' 09" W. 62.64 feet to angle point. (Point is under building).

N 45° 25' 43" W. 41.37 feet to a SDHPT brass disk in concrete monument found at an angle.

N 00° 15' 50" W. 389.86 feet to a SDHPT brass disk in concrete monument found at an angle.

N 08° 31' 34" W. 56.19 feet to a SDHPT P.K. nail in concrete monument found at an angle.

N 00° 15' 49" W. 220.95 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 08° 35' 49" E. 86.03 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 05° 16' 46" W. 100.02 feet to an iron pin with SDHPT aluminum cap found at an angle.

N 09° 05' 24" E. 40.72 feet to an iron pin with Baker Surveying plastic cap set in the south line of Market Street at an angle.

N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

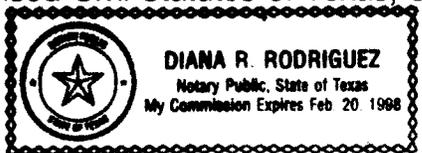
EXECUTED as of the 6th day of June, 1994.

VIA METROPOLITAN TRANSIT

By: John M. Milam
Name: John Milam, General Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 6th day of June, 1994, by John Milam, General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority created and confirmed pursuant to Article 1118x, Revised Civil Statutes of Texas, on behalf of said transit authority.



Diana R. Rodriguez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

W. Bebb Francis, III
Cox & Smith Incorporated
112 East Pecan
Suite 2000
San Antonio, Texas 78205

STADIUM LAND

Field notes of a 51.131 acre tract of land situated in the City of San Antonio, Bexar County, Texas, consisting of New City Blocks 14083, 14084, 607, 614, 615, 621, 622 and 629 and parts of 613, 620, 627, 628 and 636, and also parts of Walnut, Nevada, Dakota, Wyoming, Market and Montana Streets, Martin Luther King Drive, Hoefgen Avenue, Runge and Grape Streets, Pablo Alley and alleys in New City Block 614 and 615, said 51.131 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at an iron pin with a Baker Surveying plastic cap set in the north line of Market Street at its intersection with the east line of Interstate Highway No. 37 for the northwest corner of this tract and being the southeast corner of N.C.B. 14081.

Thence in an easterly direction with the north line of Market Street and the arc of a curve to the left having a radius of 560.95 feet and a central angle of $14^{\circ} 07' 39''$ a distance of 138.31 feet to an "X" cut in concrete at the point of curvature of a curve into the west line of Hoefgen Avenue (Chord bears: S $75^{\circ} 35' 08''$ E. 137.96 feet).

Thence S $80^{\circ} 31' 57''$ E. 91.11 feet across Hoefgen Avenue to an "X" set in concrete in a curve from the east line of Hoefgen Avenue to the north line of Montana Street.

Thence in an easterly direction with the arc of said curve to the left having a radius of 20.00 feet and a central angle of $19^{\circ} 29' 00''$ a distance of 6.80 feet to an "X" set in concrete in the north line of Montana Street. (Chord bears: S $80^{\circ} 31' 57''$ E. 6.77 feet).

Thence N $89^{\circ} 43' 33''$ E. 396.81 feet with the north line of Montana Street and the south line of N.C.B. 601 and 14082 to a 1/2" iron pin with yellow plastic cap set in the west line of Walnut Street for a corner of this tract and being the southeast corner of N.C.B. 601.

Thence S $00^{\circ} 16' 49''$ E. 55.60 feet across Montana Street to a 1/2" iron pin with yellow plastic cap stamped Baker Surveying set in the south line of Montana Street for an interior corner of this tract.

Thence N $89^{\circ} 43' 33''$ E. with the south line of Montana Street, crossing Walnut Street at 59.07 feet to an iron pin with a Baker Surveying plastic cap set for the northwest corner of N.C.B. 607, continuing with the north line of N.C.B. 607, 478.07 feet in all to an iron pin with a Baker Surveying plastic cap set in the west line of South Cherry Street for the northeast corner of N.C.B. 607 and being the easternmost northeast corner of this tract.

Thence S $00^{\circ} 16' 27''$ E. with the west line of South Cherry Street, and with the east line of N.C.B. 607, at 419.22 feet an iron pin with a Baker Surveying plastic cap set in the north line of Wyoming Street for the southeast corner of N.C.B. 607, continuing across Wyoming Street at 474.82 feet an iron pin with a Baker Surveying plastic cap set for the

northeast corner of N.C.B. 615, continuing with the east line of N.C.B. 615, at 893.82 feet an iron pin set in the north line of Dakota Street at 949.42 feet an iron pin with Baker Surveying plastic cap set in the south line of Dakota Street for the northeast corner of N.C.B. 622, continuing with the east line of N.C.B. 622, at 1368.82 feet an iron pin with a Baker Surveying plastic cap set in the north line of Nevada Street for the southeast corner of N.C.B. 622, continuing across Nevada Street at 1424.42 feet to an "X" set on concrete walk for the northeast corner of N.C.B. 629, continuing with the east line of N.C.B. 629, at 1843.42 feet an iron pin with Baker Surveying plastic cap set in the north line of Martin Luther King Drive for the southeast corner of N.C.B. 629, continuing across Martin Luther King Drive at 1899.02 feet an iron pin set for the northeast corner of N.C.B. 636, continuing across Runge Street at 2100.22 feet an iron pin set in the south line of Runge Street, continuing with the east line of N.C.B. 636 a total distance of 2297.45 feet to an iron pin with a Baker Surveying plastic cap set in line of fence in the north line of Durango Boulevard for the southeast corner of this tract.

Thence with the north line of Durango Boulevard as follows:

N 82° 13' 28" W. 53.81 feet to a steel fence post at an angle.

N 67° 27' 50" W. 129.16 feet crossing Runge Street to a steel fence post at an angle.

N 84° 56' 31" W. 53.88 feet to a steel fence post at an angle.

N 56° 39' 58" W. 231.75 feet to an iron pin with a Baker Surveying plastic cap set in the east line of Walnut Street at an angle.

N 54° 26' 05" W. 151.92 feet, crossing Walnut Street to an iron pin with a Baker Surveying plastic cap set at the beginning of a curve to the left.

Northwesterly along the arc of said curve to the left with a radius of 94.14 feet and a central angle of 71° 18' 39" a distance of 117.17 feet to a 6" steel fence post at the end of said curve. (Chord bears N 18° 59' 56" W. 109.75 feet).

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N 09° 05' 14" E. 30.69 feet into Market Street to an "X" set in concrete for an angle.

N 07° 35' 57" E. 51.24 feet to the place of beginning and containing 51.131 acres of land according to a survey on the ground in May of 1989 by Baker Surveying, Inc.

CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

I, the undersigned City Manager of City of San Antonio, a Texas home rule municipal corporation ("City"), am making this certification in order to verify certain facts in connection with City's execution of and compliance with the terms of that certain Agreement (the "Agreement") dated to be effective as of April 27, 1994, executed by and between VIA Metropolitan Transit, a metropolitan transit authority ("VIA") and the City. I have made such investigations and conducted such interviews as I deem necessary in order to make this certification. I understand that this certification will be relied upon by VIA in connection with its execution of the Agreement and consummation of the transactions contemplated thereby and that without this certification VIA will not execute the Agreement.

I do hereby certify that all of the representations and warranties made by City in the Agreement and any other documents executed by City on even date therewith in connection with the transactions specified in the Agreement are true and correct as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of June, 1994.



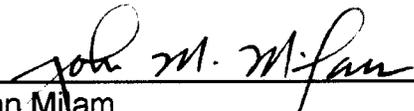
Alexander E. Briseño,
City Manager of
City of San Antonio,
a Texas home rule municipal corporation

CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

I, the undersigned General Manager of VIA METROPOLITAN TRANSIT, a metropolitan transit authority ("VIA") am making this certification in order to verify certain facts in connection with VIA's execution of and compliance with the terms of that certain Agreement (the "Agreement") dated to be effective as of April 27, 1994, executed by and between VIA and the City of San Antonio, a Texas home rule municipal corporation (the "City"). I have made such investigations and conducted such interviews as I deem necessary in order to make this certification. I understand that this certification will be relied upon by the City in connection with its execution of the Agreement and consummation of the transactions contemplated thereby and that without this certification the City will not execute the Agreement.

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IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of June, 1994.



John Milam,
General Manager of
VIA Metropolitan Transit,
a metropolitan transit authority

DISCUSSION DRAFT - 4/27/94**AGREEMENT**

This agreement ("Agreement") is entered into effective _____, 1994 ("Effective Date") between VIA METROPOLITAN TRANSIT AUTHORITY ("VIA") acting through its Board of Trustees, and THE CITY OF SAN ANTONIO ("City") acting through its City Counsel.

DEFINITIONS

The following capitalized terms and other capitalized terms appearing in the text of this Agreement shall have the following meanings ascribed to them wherever they shall appear in this Agreement.

"Alamo Iron Works Lawsuit" shall mean that certain lawsuit styled Alamo Iron Works vs. VIA Metropolitan Transit Authority et al., 93-CI-09652, 131st Judicial District Court, Bexar County, Texas.

"Intergovernmental Assistance Revenues" shall mean \$4,496,000.00 of VIA transit funds dedicated by VIA to the Project pursuant to the Stadium Agreement.

"Net Income From Future Development" shall mean the gross cash receipts received by City from improvements on the Stadium Land constructed following the Closing (excluding all income from the Stadium) less all (a) payments of principal and interest on indebtedness secured by liens on such improvements, (b) costs incurred in the engineering, construction and financing of the improvements, (c) costs associated with any environmental remediation associated with the improvements, (d) all operating and maintenance costs associated with the improvements, and (e) costs associated with the acquisition, maintenance and operation of any equipment used in connection with the improvements.

"Net Proceeds Derived From The Sale" shall mean the gross cash proceeds received by City from a sale of the Stadium Land, Stadium and all other improvements located thereon, to a private, non-governmental third party less any and all (a) construction costs incurred by City for any improvements constructed on the Stadium Land, including the Stadium, to the extent such costs are not reimbursed by VIA Project Tax, (b) costs incurred by City for legal, engineering and remediation in connection with the environmental issues of the Project and the Assigned Claims or any other site contemplated herein, to the extent such costs are not reimbursed by VIA Project Tax, (c) equipment costs incurred in connection with the construction, operation and maintenance of the Stadium Land and Stadium, to the extent such costs are not reimbursed by VIA Project Tax, and (d) costs incurred by City in

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connection with the sale, including but not limited to marketing and advertising expenses, renovation/repair costs or allowances, attorneys' fees, brokerage commissions, recording fees and title insurance premiums.

"Ownership Boundary" shall mean the north right-of-way line of Montana Street. [^]

"Project" shall mean the proposed regional economic development on the Station Land and Stadium Land which is to include construction of the Stadium, construction of the Station, construction of improvements to Montana Street and renovations to the Southern Pacific Railroad Passenger Depot a/k/a "Sunset Depot" located on the Station Land, all as defined in the Stadium Agreement.

"Project Funds" shall mean the total of the Project Tax Revenues collected up to and including May 15, 1994, Intergovernmental Assistance Revenues, and interest thereon.

"Project Tax Revenues" shall mean the VIA one-half cent sales tax assessed for the five-year period ending March 31, 1994, and dedicated to the Project pursuant to the Stadium Agreement.

"Stadium" shall mean the Alamodome stadium complex located south of Montana Street at Interstate Highway 37.

"Stadium Agreement" shall mean that certain Stadium Election and Contingent Construction and Operation Agreement executed by the City on August 27, 1988, and by VIA on November 16, 1988, as further amended by a certain Cooperative Intergovernmental Funding Agreement For Montana Street Improvements executed by the City on May 17, 1991 and by VIA on May 15, 1991.

"Stadium Land" shall mean the real property situated south of the Ownership Boundary bounded on the west by Interstate Highway 37, on the east by Cherry Street and on the south by Durango Street, being more particularly described in Exhibit "" attached hereto and made a part hereof.

"Station" shall mean the VIA transit station complex to be constructed immediately north of the Ownership Boundary at Interstate Highway 37.

"Station Land" shall mean the real property situated north of the Ownership Boundary bounded on the west by Interstate Highway 37, on the east by the Southern Pacific Railroad Right-Of-Way and on the north by Commerce Street, being more particularly described in Exhibit "" attached hereto and made a part hereof.

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"Surrounding Communities" shall mean the suburban communities and unincorporated areas in Bexar County situated within the VIA transit service area as of the Effective Date, as more particularly identified in Exhibit " " attached hereto and made a part hereof.

FOR VALUE RECEIVED, and in further consideration of the covenants contained herein, VIA and the City agree as follows:

1. Conveyance of Stadium to City. At Closing (hereinafter defined) VIA shall convey to the City the Stadium, the Stadium Land and all personal property, improvements and equipment on or a part of the Stadium or Stadium Land, utilizing a form of Deed and Bill of Sale substantially in the form of Exhibit " " attached hereto and made a part hereof and VIA shall retain the Station Land. With respect to any tracts or parcels (including streets and alleys south of the Ownership Boundary as to which fee title is vested in the City as of the Effective Date, VIA shall execute and deliver to the City at Closing a separate quitclaim deed. VIA shall likewise convey to City at Closing all trademarks and other intellectual property rights appurtenant to the Stadium and Stadium Land (including without limitation the trademark "Alamodome") utilizing the form of Assignment substantially in the form of Exhibit " " attached hereto and made a part hereof. VIA and the City shall, at their respective sole election, perform due diligence as to title and condition of the real and personal property to be conveyed. The conveyance document shall (i) contain "as is", "where is" language, and (ii) contain express disclaimers as to the UCC warranties of merchantability and fitness for a particular purpose and as to environmental condition. The conveyance to the City shall not require the purchase of title insurance or updated on-the-ground surveys by either party but VIA shall provide to City prior to Closing copies of all title insurance policies, surveys and title materials in its possession which pertain to the Stadium Land and the Station Land.

2. Transfer of Title By City. The City and VIA acknowledge and agree that the Stadium is a valuable public facility for the citizens of San Antonio and the Surrounding Communities. In the event that the City hereafter sells the Stadium to a private, non-governmental person or entity, City shall pay to the Surrounding Communities, in proportion to population as reflected in the 1990 federal census, ten percent (10%) of the Net Proceeds Derived From The Sale.

3. Transfer Only For Fair Value. City and VIA have determined that the fair value of City's express assumption of liabilities and uncertainties associated with environmental, administrative and public interest responsibilities assumed by City under this Agreement, and the corresponding release of VIA from the financial liabilities related to such responsibilities are equivalent to or exceed the fair value of the Stadium Land, the Stadium and the other improvements thereon so as to satisfy the requirements of Article 1118x of Texas Revised Civil Statutes.

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4. Existing Easements and Access to Station. All existing easements on either side of the Ownership Boundary shall be maintained and shall be accessible by each party for ingress and egress to and across the respective tracts of each party and to serve the utility facilities appurtenant to such tracts in accordance with the easement agreements. Provided, however, that the access easements and easements of ingress and egress over and across the Station Land shall be expressly limited in scope to emergency vehicles only and all general vehicular traffic shall be prohibited unless approved by VIA in writing, which approval shall not be unreasonably withheld. City hereby covenants to provide and designate entrance and exit locations to the Stadium Land (at locations reasonably acceptable to City and VIA) for use by maintenance vehicles, vendors, construction and non-emergency traffic so as to minimize such traffic on the Station Land. All non-emergency traffic on the Station Land shall require the written approval of VIA, which shall not be unreasonably withheld, and may be conditioned on a reasonable user fee in the sole discretion of VIA. Either prior to or subsequent to Closing, VIA shall likewise designate and establish the location of specific easements (at locations reasonably acceptable to City and VIA) to be retained by VIA for a railroad right-of-way south of the Ownership Boundary, for an access easement along and across Montana Street, and for an access easement from the Station Land to the Stadium Land. VIA and the City further agree to fully cooperate both prior to and subsequent to Closing in the designation and implementation of (i) reasonable tie-in easements to VIA's slurry wall located on the Station Land to accommodate slurry wall treatment of the Stadium Land and/or the Stadium Land landfill, if requested by City, (ii) additional reasonable easements on, over and across the Station Land and/or Stadium Land for environmental remediation purposes (e.g. additional slurry wall construction), and (iii) the designation and implementation of temporary easements as are reasonably necessary during construction periods on either the Station Land or Stadium Land to facilitate access to the areas of the Project which are not under construction. VIA and the City agree that (x) the form of the easements described in this Paragraph 4 will be reasonably satisfactory to City and VIA, (y) the cost of constructing the particular easement and the cost of repairing and returning the surface of the easement construction site to substantially its preconstruction condition shall be borne by the party requesting the easement, and (z) each party shall provide for the designation and implementation of such temporary easements in all third party construction contracts entered into after Closing.

5. Transfer to City of Available Funds/Accounting. VIA shall retain from all Project Funds the following amounts:

- a) its current Project budget of \$40,127,651.00;
- b) an additional \$3,496,000.00 to serve as a transitional fund for the following uses: (i) completion of the Station; (ii) completion of all other proposed

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development on the Station Land; (iii) continued maintenance to all improvements on the Station Land; and (iv) environmental testing and remediation to (x) the Station Land, and (y) the other locations of responsibility imposed by this Agreement; and

c) the funds specified in Exhibit " " attached hereto and made a part hereof ("Reserved Funds") which shall be withheld by VIA as its anticipated contractual liability under the pending, third party, joint responsibility contracts (whether such "joint responsibility" is expressed in the contract or imposed by separate agreement between VIA and the City) specified on Exhibit " " (collectively, the "Third Party Contracts"). VIA and the City shall pay their own costs relative to the Third Party Contracts so as to conform to each party's approved budgets and the terms of the respective Third Party Contracts. Cost overruns above a party's allocated budget relative to the Third Party Contracts shall be borne by the party incurring such cost overruns. VIA shall only deliver the Reserved Funds to a particular third party claimant identified in the Third Party Contract upon the written direction of the City; provided, however, that upon the filing of a lawsuit against VIA by such third party for collection or recovery of any portion of the Reserved Funds which are the payment responsibility of City (whether or not disputed with the third party claimant), VIA shall have the right to interplead the applicable Reserved Funds into the court having jurisdiction of the lawsuit. In the event that the City procures a novation or settlement stipulation from or judgment against any potential third party claimant identified in a Third Party Contract which clearly evidences the absence of further liability or exposure to liability as to VIA, then VIA shall immediately deliver to the City the Reserved Funds attributable to that Third Party Contract plus any accrued interest thereon.

All remaining Project Funds shall be transferred by VIA to the City at Closing. The unexpended portion of the Reserved Funds shall be paid to City upon closeout of the Third Party Contracts. The City shall utilize all such transferred Project Funds solely for (i) construction (including ancillary charges necessary to place the Stadium in its intended location and condition for use), development, attorneys' and environmental engineering consultants' fees, environmental investigation and any removal actions from or remediation of the environmental conditions at the Stadium Landfill, Stadium and the Stadium Land in accordance with this Agreement (ii) environmental investigation and any removal actions from or remediation of all off-site landfill locations contemplated in this Agreement (including attorneys' and environmental engineering consultants' fees), and (iii) capital outlays installed and/or in furtherance of construction on the Stadium Land, all in accordance with generally accepted accounting principles, as codified by the Governmental Accounting Standards Board. All other uses are hereby prohibited.

DISCUSSION DRAFT - 4/27/94

6. Accounting By VIA and The City. VIA and the City shall make a final accounting to one another and cause an independent audit to be performed regarding the application of the portion of the Project Funds retained by VIA and transferred to City under this Agreement at such time as the Project Funds are exhausted. Said final accounting and independent audit shall be due no later than six (6) months subsequent to each respective entity's fiscal year end and shall include an "application of funds" schedule and attestation from each respective entity's independent auditor regarding compliance with the provisions of this Agreement. A schedule of noncompliance items shall also be included. The costs of the independent audit shall be shared by VIA and the City in the same proportions as previous independent audits performed relative to the Project. Misapplication of the Project Funds retained or transferred under this Agreement in violation of the limited uses for such Project Funds prescribed by this Agreement shall give rise to the sole obligation of reimbursement by the breaching party to the other party. In the event that either party is due a reimbursement from the other party under the terms of this Agreement, whether as a result of misapplication of funds or otherwise, such reimbursement shall be due on the thirtieth (30th) day after request for reimbursement along with supporting documentation is received.

7. Environmental Responsibility. All responsibility for compliance with and costs of any removal action or remediation action (collectively, "Environmental Responsibility") under federal and state environmental statutes, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act of 1986, Safe Drinking Water Act, Clean Water Act and Clean Air Act, whether past, present or future (except funds already expended by VIA and the City as of the date of Closing), are, as between VIA and City, hereby expressly assumed and shall hereafter be borne solely by the City as to all property south of the Ownership Boundary to Durango Street (including the Stadium Land landfill) and are, as between VIA and City, hereby expressly assumed and shall hereafter be borne solely by VIA as to all property north of the Ownership Boundary to Commerce Street. The respective Environmental Responsibilities assumed by VIA and the City shall expressly exclude assumption of liability or responsibility for or in connection with claims for personal injury or property damage which relate to the tracts or sites for which Environmental Responsibility has been allocated in this paragraph 7. Any and all fines and penalties imposed by any agency with jurisdiction (whether exclusive or concurrent) over environmental or natural resource issues arising out of the Project shall be allocated as set forth in paragraph 8 below. Environmental Responsibility for the following shall be, as between VIA and the City, assumed by the City:

- a) the Stadium Land landfill site identified on Exhibit " attached hereto and made a part hereof;

DISCUSSION DRAFT - 4/27/94

b) the approximate 10 acres located at Petroleum Drive site identified on Exhibit " " attached hereto and made a part hereof;

c) the Pearsall Road landfill site identified on Exhibit " " attached hereto and made a part hereof; and

d) all other sites, known or unknown, containing soil, spoils or debris (i) removed from the Stadium Land; (ii) removed from the Station Land prior to March 1, 1994 and commingled with Stadium Land soil, spoils or debris; or (iii) removed from the Station Land prior to March 1, 1994 and deposited at one or more of the landfill sites specifically identified on Exhibit " " attached hereto and made a part hereof; provided, however, that the responsibilities assumed by the City under this subparagraph d shall exclude (x) remediation at sites other than those identified in Exhibit " " containing non-commingled soil, spoils or debris removed from the Station Land, and (y) remediation at the sites identified in Exhibit " " (other than the Stadium Land landfill) as to which any state or federal regulatory agency makes a formal administrative determination or a final adjudication that the profile of the soil, spoils or debris is other than as represented by VIA in the Soil Disposal Profile (herein so called) to be delivered by VIA to City at Closing and that as a result of the deviation in profile, the agency requires additional testing, monitoring, removal of the soil from the site and/or treatment of the soil resulting in the expenditure of significant costs by the City (which agency determinations and/or adjudications are herein collectively called the "Agency Reclassifications"). For purposes hereof, "significant costs" shall mean the estimated expenditure by the City, as represented by the average of three (3) bids received by the City or bid packages for removal or remediation and associated expenses, of \$10,000.00, or more, per off-site landfill location. The City's right to decline Environmental Responsibility for off-site landfill locations as to which Agency Reclassifications have been made (which decline by the City shall be its sole remedy) shall expressly exclude commingled soils (being defined as soils, spoils or debris which have been mixed or dumped with soil, spoils and debris from the Stadium Land in such a way as to reasonably prevent separation and return to their original condition, form and/or volume immediately prior to mixing or dumping), whether or not identified on Exhibit " ", and shall expressly exclude the Stadium Land landfill site, the Petroleum Drive landfill site and the Pearsall Road landfill site, all of which sites shall remain the sole Environmental Responsibility of the City without exception and without regard to level of contamination.

VIA
representation
to be moved
to Soil profile
document →

DISCUSSION DRAFT - 4/27/94

As between VIA and the City, VIA shall retain sole Environmental Responsibility for the Station Land, except as to soil, spoils and debris which have been removed from the Station Land and deposited in such a manner or at a location as to which the City has assumed responsibility under this Paragraph 7. In the event that Agency Reclassifications are made for any of the Exhibit " " landfill sites (other than the Stadium Land landfill) and the City thereupon notifies VIA in writing that as a result the City declines Environmental Responsibility, the City shall immediately assign to VIA all claims, rights of contribution and causes of action against all persons and entities which are or were in any way, directly or indirectly, responsible for or participants in the removal and deposit of soils from the Station Land at that landfill location. The City hereby represents that the off-site landfill locations containing soil, spoils and debris from the Stadium Land which are known as of the Effective Date are more particularly depicted on Exhibit " " attached hereto and made a part hereof. City further acknowledges that in the event that soil, spoils and debris originating from the Project are discovered after the Effective Date at off-site landfill locations which are not listed in either Exhibit " " or Exhibit " " attached hereto, and further in the event that the source of such soil, spoils and debris from the Project cannot be identified as originating solely from the Station Land, then such soil, spoils, and debris shall be deemed to be the sole Environmental Responsibility of City. Newly discovered soil, spoils and debris which can be identified as originating solely from the Station Land shall remain the sole Environmental Responsibility of VIA. The testing costs and environmental engineering consultants' fees advanced by a party after the Effective Date of this Agreement as to any newly discovered soils, spoils and debris shall ultimately be borne by the party responsible for removal of remediation under this Agreement. In the event that the non-responsible party advances the testing fees and/or environmental engineering consultants' fees, such party shall be entitled to reimbursement from the responsible party. Notwithstanding the foregoing allocation of rights and responsibilities between VIA and the City, nothing herein is intended or shall be construed as a release, allocation or assumption by VIA or the City of the liability of any person or entity who is not a party to this Agreement.

8. Allocation of Fines and Penalties. Any and all fines and penalties imposed by any agency with jurisdiction (whether exclusive or concurrent) over environmental or natural resource issues arising out of the Project shall be allocated and borne as follows:

a. As to activities after the Effective Date, VIA shall bear all fines and penalties as to the Station Land and the City shall bear all fines and penalties as to the Stadium Land.

b. As to activities prior to the Effective Date, the City shall bear all fines and penalties as to the Stadium Land, the Stadium Land landfill, the Pearsall Road landfill, the approximately 10 acres located at the Petroleum Drive site and any other site where the soils have been commingled. VIA shall bear all fines and penalties

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as to the Station Land and the VIA soil disposal locations identified in Exhibit " " attached hereto and made a part hereof, except as to the VIA soil disposal locations where the fine or penalty pertains to a commingled deposit of soil.

9. Assignment of Causes of Action and Claims. Other than the Alamo Iron Works Lawsuit, , VIA shall assign to City at Closing all past, present and future claims and causes of action, and rights of costs recovery and/or contribution or indemnity, whether existing under common law or arising under any state or federal statute, that VIA owns or claims, or may own or claim against any person or entity that concerns, relates or pertains to, or arises out of or from the prior operation or ownership of the Station Land and/or the Stadium Land, the environmental testing, excavation, demolition, construction, removal, transportation, storage or disposal of soils, and/or deposit of soils on or from the Stadium Land, and/or the Station Land IN SO FAR AND ONLY IN SO FAR AS said causes of actions, claims and rights of recovery or contribution relate or pertain to (i) the Stadium Land and the Stadium Land landfill, (ii) the off-site landfill locations described in Paragraph 7 of this Agreement for which the City is responsible; and (iii) soils and materials generated on the Station Land but removed to a location for which the City is responsible under this Agreement (collectively, the "Assigned Claims"). VIA covenants to deliver to the City, upon request by City, party-specific and/or transaction - specific assignment documents (in a form reasonably agreed to by VIA and City) so as to further evidence the transfer of any and all Assigned Claims relative to a particular party or a particular transaction.

VIA and City covenant to fully cooperate with one another from and after the Effective Date and the Closing which shall include without limitation, the sharing of files and information and making employees, agents, representatives, contractors and consultants available for informal interviews and formal testimony. VIA shall likewise assign to the City upon request and when applicable, proceeds received or available from all insurance policies, bonds and other contracts benefitting VIA or any of its contractors as same pertain to the Assigned Claims. VIA and the City shall each retain and assume responsibility for all other claims, lawsuits, agency proceedings, and actual losses incurred by it, respectively, in connection with all other matters not covered by this Agreement and neither VIA or the City shall be deemed to have waived any of their respective rights relative to third parties and relative to one another, whether accrued or unaccrued, known or unknown, which are not specifically addressed by this Agreement.

VIA has made available for inspection prior to Closing all material documents in its possession which relate or pertain to Material Assigned Claims. For purposes hereof, "Material Assigned Claims" shall mean Assigned Claims which represent a potential recovery and/or contribution from a third party of at least \$ _____. VIA represents to City that it has not entered into any settlement agreement, release or covenant not to sue

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with respect to an Assigned Claim, and that it has not entered into any assignment agreement with respect to any Assigned Claim.

10. Assignment of Governmental Awards and Reimbursements. All rewards, reimbursements, and recoveries (collectively, "Awards and Reimbursements") from governmental sources (including but not limited to underground storage tank remediation reimbursements), shall be divided, as received, as follows:

- a) if pertaining to an off-site location as to which the City has assumed Environmental Responsibility, the Awards and Reimbursements shall be allocated solely to the City; provided, however that if the City reassigns the location to VIA pursuant to an Agency Reclassification described in paragraph 7 above, the Awards and Reimbursements shall be allocated to VIA;
- b) if pertaining to the Station Land and arising from events or occurrences prior to the Effective Date of this Agreement, the Awards and Reimbursements shall be divided equally between VIA and the City;
- c) if pertaining to the Station Land and arising from events or occurrences on or subsequent to the Effective Date of this Agreement, the Awards and Reimbursements shall be allocated solely to VIA; and
- d) if pertaining to the Stadium Land whether related to occurrences before or after the Effective Date of this Agreement, the Awards and Reimbursements shall be allocated solely to the City.
- e) division of Awards and Reimbursements shall be on a prorated basis if pertaining to both Station Land and Stadium Land, with the proration formula being based upon the percentage of acreage affected, unless otherwise expressly allocated in the terms of the particular Award and Reimbursement.

11. Joint Cooperation In Pursuit of Former Landowners and Responsible Third Parties. VIA and the City shall fully and reasonably cooperate with one another in connection with any action to pursue claims against or defend claims asserted by former landowners of the Project or any part thereof, including Alamo Iron Works and third parties who may be partially or wholly responsible for, or have a legal duty of contribution with respect to, environmental liabilities and costs incurred relative to the Project and all of the off-site landfill locations. VIA and the City agree to promptly notify one another as to any notice from any state or federal agency regarding the initiation of any investigation,

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enforcement action or proceeding to impose or collect civil penalties or injunctive relief against either of them and/or the Project.

12. Alamo Iron Works Lawsuit. At Closing, VIA shall transfer all of its past, present and future claims and causes of action against Alamo Iron Works and its recoveries, if any, from the Alamo Iron Works Lawsuit (and any other past, present and future cause of action) to the City subject to the following conditions:

- a) settlement of the Alamo Iron Works Lawsuit shall require all tort claims against VIA and the individual defendants to be dismissed with prejudice;
- b) settlement terms providing for transfer of real property to the City or exchange of real property with the City (whether such settlement terms relate to the Alamo Iron Works Lawsuit or to any separate litigation or threatened litigation pertaining to the City's separate causes of action related to Alamo Iron Works) shall entitle VIA to a sixty (60) day option, commencing with the date of transfer to or exchange with the City, to purchase from the City the real property so acquired for the fair market value of the property as determined by taking the average of two (2) appraisals prepared by mutually agreed upon appraisers;
- c) VIA's present legal counsel shall continue to represent VIA and the individual defendants in the Alamo Iron Works Lawsuit at VIA's sole expense;
- d) net cash proceeds, if any, derived from a final judgment or settlement of the Alamo Iron Works Lawsuit shall be divided between VIA and the City in the following proportions and in the following order of priority: (i) first, to City's legal fees and costs incurred on and after the Effective Date; (ii) second, to VIA's legal fees and costs incurred on and after the Effective Date; (iii) third, as to the initial \$1,000,000 of recovery after legal expenses, 90% to the City and 10% to VIA; (iv) fourth, as to recoveries between \$1,000,000 and \$3,000,000 after legal expenses, 80% to the City and 20% to VIA; and (v) fifth, as to recoveries above \$3,000,000 after legal expenses, 75% to the City and 25% to VIA;
- e) the assignments described in this paragraph shall not be construed under any circumstances as an assumption by the City of VIA's liabilities with respect to the slander and libel claims or any other claims asserted by Alamo Iron Works against VIA, its officers, directors or employees;

DISCUSSION DRAFT - 4/27/94

f) VIA acknowledges that the City is not assuming any obligations or liabilities of VIA to any third parties except those specifically described in paragraph 7 of this Agreement;

g) The City shall employ its own legal counsel to prosecute the claims and causes of action assigned to it by VIA in this paragraph. The City shall continue prosecution of these claims in VIA's name and will not be required by VIA to intervene in the Alamo Iron Works Lawsuit. The City shall use its best efforts to prosecute the Alamo Iron Works Lawsuit to a prompt conclusion;

h) VIA will execute the pleadings necessary to substitute counsel selected by the City as counsel of record in the Alamo Iron Works Lawsuit for the claims and causes of action assigned to the City in this paragraph; and

i) the term "net cash proceeds" described in subparagraph (d) above shall mean the actual cash proceeds derived from Alamo Iron Works (or its insurers), if any, net of setoffs in favor of Alamo Iron Works, tort or otherwise, if any. In the event that recovery by Alamo Iron Works in the Lawsuit exceeds the recovery by VIA (or the City, as its assignee), VIA and the City agree that VIA (and/or the additional VIA defendants) shall be solely responsible for the excess of Alamo Iron Works recovery above the VIA/City recovery.

13. Covenants of Future Performance By VIA. VIA shall complete the Station development as soon as practicable, and shall fully comply with this Agreement.

14. Representations and Warranties By VIA.
[Provisions to be inserted]

15. Covenants of Future Performance By City. City shall complete the Stadium development as soon as practicable, and shall fully comply with this Agreement.

16. Representations and Warranties By City.
[Provisions to be inserted]

17. Amendment to Stadium Agreement. This Agreement shall specifically amend, supersede and replace the Stadium Agreement in the following respects:
[provisions to be inserted]

DISCUSSION DRAFT - 4/27/94

18. City Advisory Board. City shall promptly establish a Stadium advisory board consisting of representatives appointed by the City and representatives appointed by the Surrounding Communities.

19. Stadium Renewal and Improvement Fund. City shall promptly establish and thereafter maintain and manage a renewal and improvement fund for the repair, partial replacement, replacement, rehabilitation, renewal and improvements to the Stadium.

20. Distributions of Future Net Income. City shall distribute ten percent (10%) of the Net Income From Future Development on the Stadium Land (excluding the Stadium) among the Surrounding Communities according to population as reflected in the 1990 federal census.

21. Release of City by VIA. Other than the obligations of City prescribed by this Agreement, and excluding any right of contribution and indemnity in connection with claims or lawsuits by third parties, VIA, as of the Effective Date, has released and by these presents does release, acquit and forever discharge City and its employees, officers, council members and attorneys from any and all claims and causes of action raised or which could have been raised by VIA, other than intentional misconduct or criminal activity by the released party, in connection with the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which VIA has had, may have, or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby.

22. VIA's Covenant Not to Sue. Other than actions against the City in connection with this Agreement and other than the rights to implead the City hereinafter described, VIA further covenants and agrees to take no action, directly or indirectly, to file or to cause to be filed any suit, institute or assist in instituting any proceeding in any court against City, its employees, officers, council members, and attorneys for or in connection with any and all claims or causes of action raised or which could have been raised (other than intentional misconduct or criminal activity) in connection with the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which VIA has, had, may have or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done by City

DISCUSSION DRAFT - 4/27/94

from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby. Nothing in this paragraph shall be construed so as to prevent VIA from suing any consultant, contractor, subcontractor or other entity which may have liability relating to the Project or the matters addressed in this Agreement or from impleading the City, pursuant to the applicable rules of procedure, into any lawsuit or proceeding, the subject matter of which includes matters as to which the City is liable or financially responsible, in whole or in part, pursuant to the terms of this Agreement or from asserting against City any rights of contribution and indemnity available under law.

23. Release of VIA by City. Other than the obligations of VIA prescribed by this Agreement, and excluding any right of contribution and indemnity in connection with claims or lawsuits by third parties, City has this day released and by these presents does release, acquit and forever discharge VIA, its respective employees, officers, board members and attorneys from any and all claims and causes of action raised by City, or which could have been raised by City other than intentional misconduct or criminal activity by the released party, in connection with the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise which City has, had, may have, or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby.

24. City's Covenant Not To Sue. Other than actions against VIA in connection with this Agreement and other than the rights to implead VIA hereinafter described, City further covenants and agrees to take no action, directly or indirectly, to file or to cause to be filed any suit, institute or assist in instituting any proceeding in any court against VIA, its respective employees, officers, board members and attorneys for or in connection with any and all claims or causes of action raised or which could have been raised (other than intentional misconduct or criminal activity) in connection with the Stadium Agreement, ownership of Project lands, construction or operation of the Project or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which City has, had, may have or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done by VIA from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project lands, construction or operation of

DISCUSSION DRAFT - 4/27/94

the Project or matters covered thereby. Nothing in this paragraph shall be construed so as to prevent the City from suing any consultant, contractor, subcontractor or other entity which may have liability relating to the Project or the matters addressed in this Agreement or from impleading VIA, pursuant to the applicable rules of procedure, into any lawsuit or proceeding, the subject matter of which includes matters as to which VIA is liable or financially responsible, in whole or in part, pursuant to the terms of this Agreement, or from asserting against VIA any rights of contribution and indemnity available under law.

25. **Claims Covered By Existing Insurance.** City shall have the right to terminate, subsequent to Closing, the insurance policies identified on **Exhibit " "** attached hereto and made a part hereof as to which VIA is an additional insured; provided, however, that the City shall provide VIA with a certificate of insurance evidencing that VIA is an additional insured on City's underlying primary liability policy with respect to operation and use of the Stadium and City shall be solely responsible for satisfaction of all deductibles and self insured retention limits applicable to any of the policies under which VIA is or was afforded insurance coverage.

26. **No Admission of Liability.** This Agreement is given, in part, in settlement and compromise of disputed claims and is not intended and shall not be construed as an admission of liability by any of the parties as to any matter.

27. **Closing/Survival of Covenants.** Closing of the transactions contemplated by this Agreement shall take place in the offices of _____ on _____, 1994, at 10:00 a.m., unless an alternate time and place of closing is mutually agreed upon by the parties. All warranties, representations and covenants contained herein shall survive Closing. At Closing, the following documents shall be delivered by the parties:

As to VIA:

[to be inserted]

As to City:

[to be inserted]

28. **Additional Documentation.** VIA and the City covenant and agree to execute and deliver such additional reasonable documentation necessary to effectuate the purposes of this Agreement prior to, at or subsequent to Closing.

DISCUSSION DRAFT - 4/27/94

29. Time of Essence, Attorneys Fees. Time is of the essence with respect to this Agreement and same shall be capable of specific performance without prejudice to any other rights or remedies under law. If either party seeks to enforce, in law or in equity, any provision contained herein, then the prevailing party in such proceeding shall be entitled to attorneys fees, interest and all such other disbursements and relief provided under law.

30. Payment of Expenses. Except as otherwise provided herein, all of the fees and expenses incurred by any party prior to the Closing in order to complete the transactions required or permitted hereby shall be paid by the party incurring such fees and expenses.

31. Modification or Amendment. The parties hereto may modify or amend this Agreement only by written agreement executed and delivered by the respective parties.

32. Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

33. Non-Assignability. This Agreement shall not be assignable by either party.

34. No Waivers. No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar) nor shall such waiver or failure to act constitute a continuing waiver or evidence of a binding course of conduct unless expressly provided herein or expressly stipulated to in writing by the parties.

35. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND SHALL BE PERFORMABLE IN BEXAR COUNTY, TEXAS.

36. Notices. Any notice required or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering the same to the address of such party. Notice given in accordance herewith shall be deemed to be received forty-eight (48) hours after deposited in the U. S. Mail, if such notice is sent by mail, or upon receipt by any person over the age of eighteen (18) at the address of the addressee if such notice is delivered. For purposes of notice, the addresses of the parties shall be as follows:

DISCUSSION DRAFT - 4/27/94**To VIA:**

**John Milam, General Manager
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584**

**Bonnie Prosser Elder, General Counsel
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584**

With copy to:

**Butler & Binion, L.L.P.
112 E. Pecan, Suite 2700
San Antonio, Texas 78205
Attention: Mr. Lawrence R. Linnartz
Telephone: (210) 227-2200
Fax: (210) 223-6730**

To City:

**Alexander E. Briseno, City Manager
City Hall
Military Plaza, 3rd Floor
San Antonio, Texas 78205
Telephone: (210) 299-7080
Fax: (210) 299-8940**

**Lloyd Garza, City Attorney
City Hall
Military Plaza
San Antonio, Texas 78205
Telephone: (210) 299-8940
Fax: (210) 299-8940**

With copy to:

**W. Bebb Francis, III
Cox & Smith Incorporated
112 E. Pecan Street, Suite 2000
San Antonio, Texas 78205
Telephone: (210) 554-5320
Fax: (210) 226-8395**

DISCUSSION DRAFT - 4/27/94

37. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

38. No Third Party Beneficiaries. This Agreement is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto. No third party beneficiaries are intended to be referenced, designated or inferred by this Agreement.

39. Exhibits. All exhibits attached hereto are fully incorporated herein by this reference for all purposes.

40. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or enforceable provision had never been contained herein.

41. Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

EXECUTED by the undersigned as of the Effective Date set forth above.

'CITY'

CITY OF SAN ANTONIO

By authority of Ordinance

No. _____

passed and approved

_____, 1994

ATTEST:

City Clerk

By: _____

Alexander E. Briseno

City Manager

APPROVED AS TO FORM:

Lloyd Garza, City Attorney

DISCUSSION DRAFT - 4/27/94**"VIA"****VIA METROPOLITAN TRANSIT****By: _____
John Milam, General Manager****ATTEST:****_____
Bonnie Prosser Elder,
General Counsel****Schedule of Exhibits:**

- Exhibit 1 - Legal Description of the Project**
- Exhibit - Legal Description of the Stadium Land**
- Exhibit - Legal Description of the Station Land**
- Exhibit - Forms of Deed and Bill of Sale**
- Exhibit - Form of Trademark Assignment**
- Exhibit - List of Contractual Liability Funds Withheld (Paragraph 5c**
- Exhibit - List of Third Party Contracts**
- Exhibit - Legal Description of the Stadium Land Landfill Site**
- Exhibit - Legal Description of Petroleum Drive Landfill Site**
- Exhibit - Legal Description of Pearsall Road Landfill Site**
- Exhibit - List of Pending Litigation Claims**
- Exhibit - VIA Soil Disposal Locations**
- Exhibit - Alamodome Soil/Waste Location Summary**
- Exhibit - Title Company Estoppel**
- Exhibit - Insurance Policies To Be Cancelled**

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EXHIBIT " "

[VIA landfill locations]
Via Transit Station
Soil/Waste Location Summary
(103,431 cubic yards total)

1. Location: BFI Tessman Road Landfill
Amount: 61,424 cubic yards
2. Location: On-site City Package 14b Landfill at Alamodome
Amount: Via has 6,000 cubic yards in the 38,500 cubic yard landfill
3. Location: City Packages 14a and 14c
Amount: Estimate 4,500 cubic yards
4. Location: Loop 410 Dump
Amount: 15,300 cubic yards
5. Location: 151 Dump
Amount: 12,684 cubic yards
6. Location: Oak Meadow School
Amount: 196 Cubic yards
7. Location: Arocha Pit
Amount: 622 cubic yards
8. Location: BFI Pinn Road Landfill
Amount: 1,647 cubic yards of demolition material
9. Location: Hall's Yard, Hall's Dump
Amount: 435 cubic yards
10. Location: Site location unknown
Amount: 623 cubic yards

**City of San Antonio
Office of Dome Development
Interdepartmental Correspondence**

To: Mayor and City Council

From: Roland A. Lozano, Director, Office of Dome Development
Lloyd Garza, City Attorney, Legal Department
Veronica M. Zertuche, Assistant City Attorney, Legal Department

Copies: File

Subject: Alamodome Conveyance

Date: April 27, 1994

Summary and Recommendation

Proposed for the City Council's consideration and approval is the an ordinance that will accept the terms and conditions of an agreement providing for the conveyance of the Alamodome from VIA Metropolitan Transit to the City of San Antonio. Additionally, the ordinance provides for the creation of a sub-fund within the Hotel/Motel Occupancy Tax Fund (Special Revenue Funds).

Staff recommends approval of this ordinance.

Background Information

For the past several weeks, City staff along with outside legal counsel have been working with VIA staff and their outside legal counsel to develop an agreement for the conveyance of the Alamodome based upon the "Principal Elements of the Alamodome Conveyance" which have been previously approved by the City Council and VIA Metropolitan Transit Board of Trustees (copy attached).

Attached for your information is a copy of the Executive Summary of the proposed Conveyance Agreement.

Alamodome Conveyance

April 27, 1994

Page 2

Policy Issues

At the VIA Board of Trustees meeting of April 26, the Board approved the Conveyance Agreement with the following revisions and/or clarifications:

- Section 6. A final accounting after all funds have been exhausted will be conducted by an independent auditor and VIA and the City will share in the cost of the audit.
- Section 7. Relating to the payment of penalties and fines, VIA will pay any associated penalties and fines relating to their ten (10) sites and the Station Land property. The City will pay any associated penalties and fines relating to the Stadium Land property and all other sites, known or unknown and/or comingled. The VIA Board has maintained the City proposed monetary threshold at \$10,000.
- Section 11. Relating to the Alamo Iron Works Lawsuit recoveries, there will be no limitation to AIW's potential recoveries for tort claims against VIA.
- Section 17. Relating to the Advisory Board, the VIA Board provided for appointment procedures where the Suburban Cities and the unincorporated portions of Bexar County would make their own appointments to the Advisory Board.
- Section 19. Relating to the distribution of "net proceeds" to the Suburban Cities, the VIA Board wanted clarification that the distribution would be based upon population.
- Section 21, 22, 23, and 24. Relating to VIA's and the City's right to seek contribution from each other.

Upon conveyance of the title of the Alamodome to the City, the operations activity of the Alamodome shall be transferred from the currently established enterprise fund and accounted for separately in the City's Hotel/Motel Special Revenue Tax Fund.

Alamodome Conveyance

April 27, 1994

Page 3

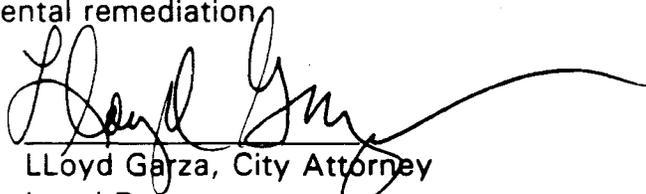
The appropriate activity and index codes will be developed to make this transfer and to provide for the separate accounting of the Alamodome operations activity.

Financial Impact

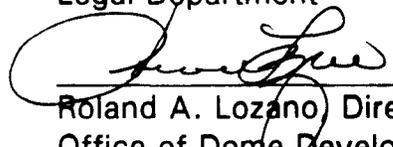
The approval of this agreement assures that City will receive the remaining portions of the 1/2 sales tax revenues, including interest earned, along with \$1.0 million of the Intergovernmental Assistance Fund.

These funds will be used for the completion of the Alamodome and provide for the remediation of the environmental issues of the Alamodome.

Additionally, approval of this ordinance will provide to the City the rights and assignments of causes of action and claims necessary for the City to take the appropriate legal actions against third parties responsible for causing the need for environmental remediation.


Lloyd Garza, City Attorney
Legal Department


Veronica M. Zeruche, Asst. City Attorney
Legal Department


Roland A. Lozano, Director
Office of Dome Development

Recommendation approved:


Alexander E. Briseno, City Manager

**EXECUTIVE SUMMARY OF THE ALAMODOME
CONVEYANCE**

EXECUTIVE SUMMARY
OF
ALAMODOME CONVEYANCE

Section 1. Conveyance of Stadium to City. VIA will convey to the City all Alamodome property (stadium, land and equipment) located south of the Montana Street north right - of- way of Montana Street " as is" and without warranty, utilizing a Deed and Bill of Sale . VIA will also convey to City its trademark rights in the term "Alamodome" and the associated markings.

Section 2. Transfer Title by City. In the event the City sells the Stadium to a private, non-governmental person or entity, the City shall pay to suburban cities and unincorporated areas of Bexar County located in VIA's service area 10% of the defined "net proceeds derived from the sale" (after recovery of City expenses).

Section 3. Transfer Only for Fair Value. The value of the City's assumption of the environmental liabilities and the City's release of VIA from environmental liability (all as specified in the Agreement), exceeds the fair value of the Stadium Land.

Section 4. Existing Easements and Access to Station. Unless approved by VIA access to the Stadium across the Transit Station Land is limited to emergency vehicles. City is to designate alternative points of access to the Stadium for maintenance vehicles, vendors, and other non-emergency traffic. VIA and the City agree to designate easements on the Transit Station Land and the Stadium Land necessary for future environmental remediation, if any.

Section 5. Transfer to City of Available Funds/Accounting. VIA will retain (i) its current project budget of \$40,127,651; (ii) \$3,496,000; and (iii) and funds reserved for payments of pending third party joint contracts (e.g. construction contracts). The City will receive all remaining funds including sales tax proceeds, interest income, and intergovernmental assistance funds for the completion of the Alamodome and cost of environmental remediation.

Section 6. Accounting by VIA and the City. When the Project Funds are exhausted, VIA and the City will make a final accounting to one another.

Section 7. Environmental Responsibility. The City will assume responsibility for the cost of environmental remediation and the payment of penalties and fines associated with the property south of Montana Street. VIA will retain responsibility for the cost of environmental remediation and the payment of penalties and fines associated with the property north of Montana Street. Additionally the City assumes environmental responsibility for the following:

- a. The Stadium Land landfill site;
- b. The Petroleum Drive site;
- c. The Pearsall Road landfill site; and
- d. All other sites known or unknown, containing soil, spoils or debris (i) removed from the Stadium Land; (ii) removed from the Transit Station Land prior to March 1, 1994 and comingled with the Stadium Land soil; or (iii) removed from the Transit Station Land prior to March 1, 1994 and deposited at one or more of the ten sites identified by VIA on an Exhibit attached to the Agreement. The Agreement provides a procedure in which the City can require VIA to remediate any of the ten sites if a regulatory agency determines the soil is contaminated to a degree other than as represented by VIA. This procedure applies if the cost of the remediation exceeds a specified monetary threshold. (The City is proposing a \$10,000 threshold).

Additionally, the City assumes responsibility for the remediation of other off-site locations which contain soil that cannot be identified as originating solely from the Transit Station Land. VIA assumes responsibility for newly discovered soils which can be identified as originating solely from the Transit Station Land.

NOTE: Responsibility for payment of potential penalties and fines regarding sites under (d) above is presently under discussion.

Section 8. Assignment of Causes of Action and Claims. In order to recover the City's cost of the environmental responsibilities assumed by the City under this Agreement, VIA will assign to the City any claims, lawsuits, or other actions and proceeds from insurance policies or bonds available to VIA relating to third parties responsible for causing the need for environmental remediation. Neither VIA nor the City waive any other rights which they may currently have.

Executive Summary of Conveyance

Page 3

VIA and the City agree to fully cooperate with one another in the sharing of files and information and making employees and representatives available for informal interviews and formal testimony

Section 9. Assignment of Governmental Awards and Reimbursements. When assigned , future reimbursements or awards from any sources, which are tied to property north of Montana Street and arising from events occurring prior to March 1, 1994 will be evenly divided between VIA and the City. Future reimbursements or awards from any sources which are tied to property south of Montana Street will be retained by the City.

Section 10. Joint Cooperation In Pursuit of Former Landowners and Responsible Third Parties. VIA and City will jointly pursue former landowners and third parties who may have any responsibility for the environmental liabilities and costs. relating to the Stadium, the Transit Station, and all of the off-site locations. Further, VIA and the City agree to notify one another of any notice received from a regulatory agency regarding the initiation of any investigation, enforcement action or imposition of civil penalties.

Section 11. Alamo Iron Works Lawsuit. VIA will assign to the City all of its past, present and future claims and causes of action against Alamo Iron Works and its recoveries, if any from the Alamo Iron Works Lawsuit, subject to the following conditions:

- a. Settlement of the Alamo Iron Works Lawsuit will include settlement of all tort claims against VIA and the individual defendants;
- b. If any settlement between Alamo Iron Works and the City involves the transfer of real property to the City, VIA will have an option to purchase the real property from the City for its appraised fair market value;
- c. The City will not assume VIA's liabilities relating to the slander and libel claims or any other claims asserted by Alamo Iron Works against VIA;
- d. The City is required to use its best efforts to prosecute the Alamo Iron Works Lawsuit to a prompt conclusion;

Executive Summary of Conveyance

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e. Net cash proceeds, if any, derived from a final judgment or settlement of the Alamo Iron Works Lawsuit shall be divided between VIA and the City in the following proportions and in the following order of priority:

- (i) first, to City's legal fees and costs incurred on and after the Effective Date;
- (ii) second, to VIA's legal fees and costs incurred on and after the Effective Date;
- (iii) third, as to the initial \$1,000,000 of recovery after legal expenses, 90% to the City and 10% to VIA;
- (iv) fourth, as to recoveries between \$1,000,000 and \$3,000,000 after legal expenses, 80% to the City and 20% to VIA; and
- (v) fifth, as to recoveries above \$3,000,000 after legal expenses, 75% to the City and 25% to VIA.

The term "net cash proceeds" means the actual cash proceeds received by the City from the Alamo Iron Works Lawsuit less amounts awarded to Alamo Iron Works for tort or other claims against VIA in the Alamo Iron Works Lawsuit.

NOTE: The City proposes to limit this deduction to any potential recoveries relating to the present slander lawsuit.

Section 12 & 14. Covenants of Future Performance By VIA and the City. The City shall complete construction of the Alamodome . VIA shall complete construction of the Transit Station.

Section 13 & 15. Representations and Warranties by VIA and the City. The Agreement will include reciprocal representations and warranties by VIA and the City.

Section 16. Amendment to Stadium Agreement. Agreement specifically replaces the Stadium Agreement.

Section 17. City Advisory Board. The City shall create and appoint members to a new Alamodome Advisory Board including representation from the Suburban Communities and unincorporated areas of Bexar County in the VIA transit service area.

Section 18. Stadium Renewal and Improvement Fund. The City shall establish and maintain a renewal and improvement fund for the repair, partial replacement, rehabilitation, renewal and improvements to the Stadium.

Section 19. Distributions of Future Net Income. The City shall distribute 10% of net income, as defined in the Agreement, from future development of Stadium Land among the Suburban Communities and unincorporated areas in Bexar County situated within the VIA transit service area.

Sections 20,21,22,23. Releases and Covenants Not to Sue. City and VIA release one another from obligations under the Stadium Agreement, and with the exception of intentional misconduct or criminal activity, agree not to sue each other in connection with the Stadium Agreement.

Section 24. Claims Covered by Existing Insurance. City may terminate the liability insurance required to be purchased under the Stadium Agreement. City will provide to VIA a copy of the insurance certificate which shows that VIA is named as an additional insured.

NOTE: VIA wants language in the Agreement which clearly states that the City pay on VIA's behalf all legal defense cost, judgments and settlements up to limits of the insurance policy. Additionally, VIA wants the City to pay for the insurance deductible if the policy is needed to pay a judgment or settlement involving VIA.

Section 25. No Admission of Liability.

Section 26. Closing/Survival of Covenants.

Section 27. Additional Documentation.

Section 28. Time of Essence, Attorney's Fees. In case either party sues for breaches under this agreement, the defeated party pays the prevailing party's attorney's fees.

Section 29. Payment of Expenses. Each party pays their own attorney's fees and other fees for the Conveyance.

Executive Summary of Conveyance
Page 6

- Section 30. Modification of Amendment.
- Section 31. Counterparts.
- Section 32. Non-Assignability
- Section 33. No Waivers
- Section 34. Governing Laws
- Section 35. Notices
- Section 36. Entire Agreement
- Section 37. No Third -Party Beneficiaries
- Section 38. Exhibits
- Section 39. Severability
- Section 40. Captions for Convenience.

**PRINCIPAL ELEMENTS OF THE ALAMODOME
CONVEYANCE**

PRINCIPAL ELEMENTS OF THE ALAMODOME CONVEYANCE

FROM VIA METROPOLITAN TRANSIT TO THE CITY OF SAN ANTONIO

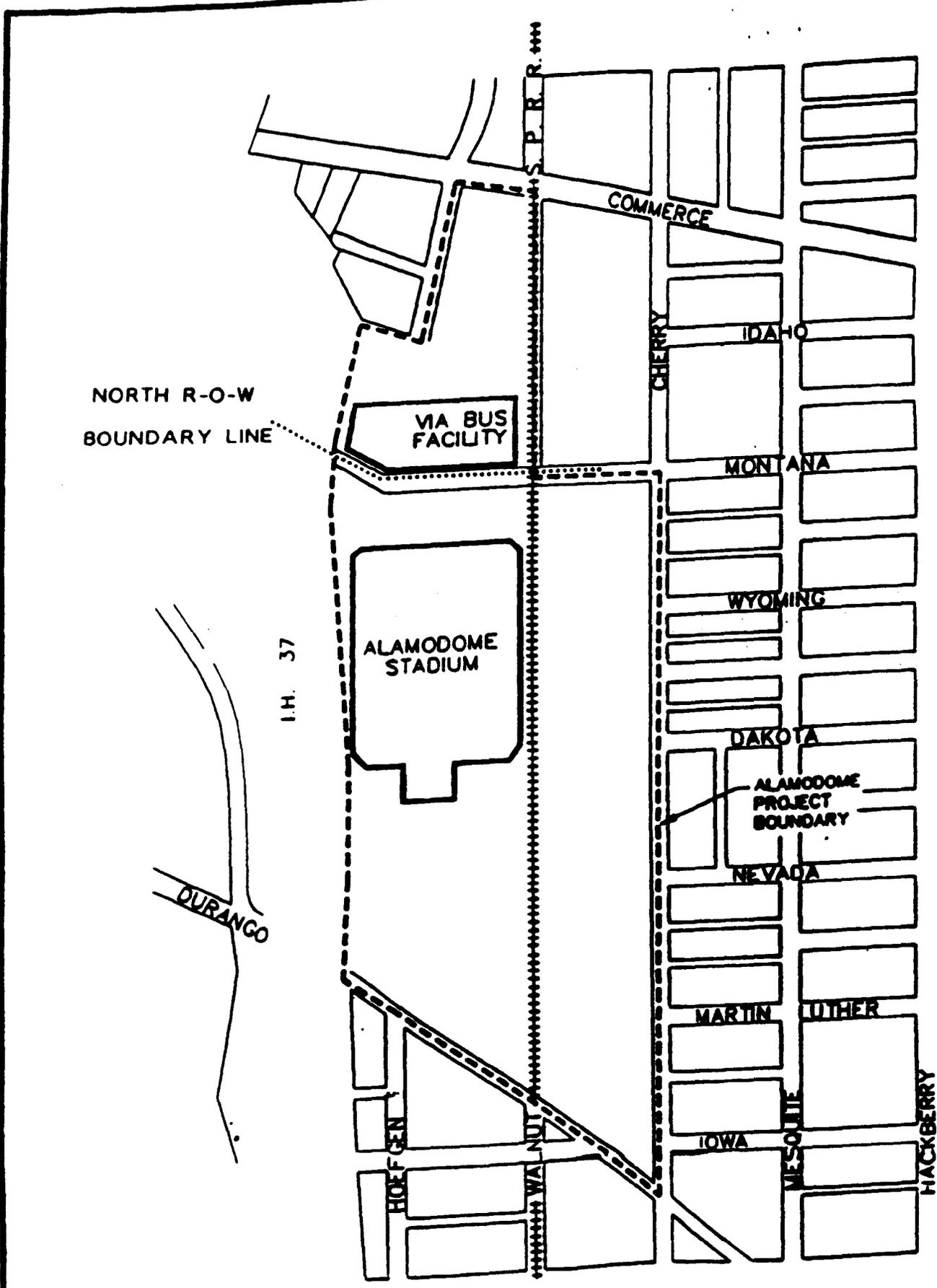
- 1. VIA will convey to the City all Alamodome property, improvements, and equipment. The boundary line will be the north right-of-way of Montana Street. VIA will retain ownership of all property, improvements and equipment north of this boundary line. VIA will own and operate the transit facility, and the City will own and operate the Alamodome. (see Attachment I).**
- 2. VIA will retain its current project budget of \$40,127,651. The City will receive all remaining available funds including sales tax proceeds, interest income, and intergovernmental assistance funds for completion of the Alamodome except the \$3,496,000 as noted below. (see Attachment II)**
- 3. VIA will create a transitional fund of \$ 3,496,000 from project revenues to be used for the completion of the project north of Montana Street including, but not limited to, completion of the transit station, improvements and maintenance for the transit station, environmental testing and remediation, and other costs related to the completion and future development of the site north of Montana Street.**
- 4. The City will assume responsibility for the cost of environmental remediation associated with the property south of Montana Street. VIA will retain responsibility for the cost of environmental remediation associated with the property north of Montana Street. Both VIA and the City will individually retain their respective responsibility for all other claims and lawsuits.**
- 5. VIA will cooperate fully on all claims, lawsuits, or other actions in providing information, assistance or testimony, if necessary. VIA will assign any claims, lawsuits, or other actions and the resulting proceeds it has from any contracts, or insurance policies, or bonds available to VIA or any of its contractors when it becomes necessary. Neither VIA nor the City waive any other rights which they may currently have.**
- 6. VIA and City will jointly pursue former landowners for recovery of environmental costs associated with the project.**
- 7. When assigned, future reimbursements or awards from any sources, which are tied to property north of Montana Street and arising from events occurring prior to March 1, 1994 will be evenly divided between VIA and the City. Future reimbursements or awards from any sources which are tied to property south of Montana Street will be retained by the City.**

CONVEYANCE

Page 2

- 8. The City will establish an advisory board for the Alamodome with representation from the suburban cities in the VIA service area.**
- 9. The City will distribute 10% of its net income from future development on property south of Montana Street among all the suburban cities currently in the VIA service area after the City's recovery of all City funds spent on the project.**
- 10. The City will establish and manage a renewal and improvement fund for the repair, replacement, rehabilitation, renewal, or improvements to the Alamodome.**

ATTACHMENT I



NORTH R-O-W
BOUNDARY LINE

VIA BUS
FACILITY

ALAMODOME
STADIUM

I.H. 37

DURANGO

COMMERCE

IDAHO

MONTANA

WYOMING

DAKOTA

ALAMODOME
PROJECT
BOUNDARY

NEVADA

MARTIN

UTER

IOWA

MESQUITE

HACKBERRY

S.P.R.

HOFGEN

WALNUT



Attachment II

**Summary of Total Resources and Uses
Alamodome Project Proposed Agreement**

Resources

1/2 Cent Sales Tax (Re-estimate)	\$191,200,000
VIA Intergovernmental Assistance	4,496,899

Total Resources	<u>\$195,696,899</u>
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Uses

VIA Project Budget	\$40,127,651
VIA Reserve for Project Completion	3,496,899
Dome Construction	123,470,398
City Administration and Marketing	2,257,778
Dome Design, Proj. Management, and Other Services	13,381,194
City Land Prep and Demolition	1,624,848
City Insurance	1,869,731
City Environmental Services and Remediation	3,790,227
Preopening Expenses	1,258,522
Net Interest Expense (Estimate)	2,519,620
City Reserve for Project Completion and Renewal and Improvement	1,900,031

Total Uses	<u>\$195,696,899</u>
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**AGREEMENT OF THE ALAMODOME
CONVEYANCE**

AGREEMENT

This agreement ("Agreement") is entered into effective _____, 1994 ("Effective Date") between VIA METROPOLITAN TRANSIT AUTHORITY ("VIA") acting through its Board of Trustees, and THE CITY OF SAN ANTONIO ("City") acting through its City Counsel.

DEFINITIONS

The following capitalized terms and other capitalized terms appearing in the text of this Agreement shall have the following meanings ascribed to them wherever they shall appear in this Agreement.

"Alamo Iron Works Lawsuit" shall mean that certain lawsuit styled Alamo Iron Works vs. VIA Metropolitan Transit Authority et al., 93-CI-09652, 131st Judicial District Court, Bexar County, Texas.

"Intergovernmental Assistance Revenues" shall mean \$4,496,000.00 of VIA transit funds dedicated by VIA to the Project pursuant to the Stadium Agreement.

"Net Income From Future Development" shall mean the gross cash receipts received by City from improvements on the Stadium Land constructed following the Closing (excluding all income from the Stadium) less all (a) payments of principal and interest on indebtedness secured by liens on such improvements, (b) costs incurred in the engineering, construction and financing of the improvements, (c) costs associated with any environmental remediation associated with the improvements, (d) all operating and maintenance costs associated with the improvements, and (e) costs associated with the acquisition, maintenance and operation of any equipment used in connection with the improvements.

"Net Proceeds Derived From The Sale" shall mean the gross cash proceeds received by City from a sale of the Stadium Land, Stadium and all other improvements located thereon, to a private, non-governmental third party less any and all (a) construction costs incurred by City for any improvements constructed on the Stadium Land, including the Stadium, to the extent such costs are not reimbursed by VIA Project Tax, (b) costs incurred by City for legal, engineering and remediation in connection with the environmental issues of the Project and the Assigned Claims or any other site contemplated herein, to the extent such costs are not reimbursed by VIA Project Tax, (c) equipment costs incurred in connection with the construction, operation and maintenance of the Stadium Land and Stadium, to the extent such costs are not reimbursed by VIA Project Tax, and (d) costs incurred by City in

connection with the sale, including but not limited to marketing and advertising expenses, renovation/repair costs or allowances, attorneys' fees, brokerage commissions, recording fees and title insurance premiums.

"Ownership Boundary" shall mean the north right-of-way line of Montana Street.

"Project" shall mean the proposed regional economic development on the Station Land and Stadium Land which is to include construction of the Stadium, construction of the Station, construction of improvements to Montana Street and renovations to the Southern Pacific Railroad Passenger Depot a/k/a "Sunset Depot" located on the Station Land, all as defined in the Stadium Agreement.

"Project Funds" shall mean the total of the Project Tax Revenues collected up to and including May 15, 1994, Intergovernmental Assistance Revenues, and interest thereon.

"Project Tax Revenues" shall mean the VIA one-half cent sales tax assessed for the five-year period ending March 31, 1994, and dedicated to the Project pursuant to the Stadium Agreement.

"Stadium" shall mean the Alamodome stadium complex located south of Montana Street at Interstate Highway 37.

"Stadium Agreement" shall mean that certain Stadium Election and Contingent Construction and Operation Agreement executed by the City on August 27, 1988, and by VIA on November 16, 1988, as further amended by a certain Cooperative Intergovernmental Funding Agreement For Montana Street Improvements executed by the City on May 17, 1991 and by VIA on May 15, 1991.

"Stadium Land" shall mean the real property situated south of the Ownership Boundary bounded on the west by Interstate Highway 37, on the east by Cherry Street and on the south by Durango Street, being more particularly described in Exhibit " " attached hereto and made a part hereof.

"Station" shall mean the VIA transit station complex to be constructed immediately north of the Ownership Boundary at Interstate Highway 37.

"Station Land" shall mean the real property situated north of the Ownership Boundary bounded on the west by Interstate Highway 37, on the east by the Southern Pacific Railroad Right-Of-Way and on the north by Commerce Street, being more particularly described in Exhibit " " attached hereto and made a part hereof.

"Surrounding Communities" shall mean the suburban communities and unincorporated areas in Bexar County situated within the VIA transit service area as of the Effective Date, as more particularly identified in Exhibit " " attached hereto and made a part hereof.

FOR VALUE RECEIVED, and in further consideration of the covenants contained herein, VIA and the City agree as follows:

1. Conveyance of Stadium to City. At Closing (hereinafter defined) VIA shall convey to the City the Stadium, the Stadium Land and all personal property, improvements and equipment on or a part of the Stadium or Stadium Land, utilizing a form of Deed and Bill of Sale substantially in the form of Exhibit " " attached hereto and made a part hereof and VIA shall retain the Station Land. With respect to any tracts or parcels (including streets and alleys south of the Ownership Boundary as to which fee title is vested in the City as of the Effective Date, VIA shall execute and deliver to the City at Closing a separate quitclaim deed. VIA shall likewise convey to City at Closing all trademarks and other intellectual property rights appurtenant to the Stadium and Stadium Land (including without limitation the trademark "Alamodome") utilizing the form of Assignment substantially in the form of Exhibit " " attached hereto and made a part hereof. VIA and the City shall, at their respective sole election, perform due diligence as to title and condition of the real and personal property to be conveyed. The conveyance document shall (i) contain "as is", "where is" language, and (ii) contain express disclaimers as to the UCC warranties of merchantability and fitness for a particular purpose and as to environmental condition. The conveyance to the City shall not require the purchase of title insurance or updated on-the-ground surveys by either party but VIA shall provide to City prior to Closing copies of all title insurance policies, surveys and title materials in its possession which pertain to the Stadium Land and the Station Land.

2. Transfer of Title By City. The City and VIA acknowledge and agree that the Stadium is a valuable public facility for the citizens of San Antonio and the Surrounding Communities. In the event that the City hereafter sells the Stadium to a private, non-governmental person or entity, City shall pay to the Surrounding Communities, in proportion to population as reflected in the 1990 federal census, ten percent (10%) of the Net Proceeds Derived From The Sale.

3. Transfer Only For Fair Value. City and VIA have determined that the fair value of City's express assumption of liabilities and uncertainties associated with environmental, administrative and public interest responsibilities assumed by City under this Agreement, and the corresponding release of VIA from the financial liabilities related to such responsibilities are equivalent to or exceed the fair value of the Stadium Land, the Stadium and the other improvements thereon so as to satisfy the requirements of Article 1118x of Texas Revised Civil Statutes.

4. Existing Easements and Access to Station. All existing easements on either side of the Ownership Boundary shall be maintained and shall be accessible by each party for ingress and egress to and across the respective tracts of each party and to serve the utility facilities appurtenant to such tracts in accordance with the easement agreements. Provided, however, that the access easements and easements of ingress and egress over and across the Station Land shall be expressly limited in scope to emergency vehicles only and all general vehicular traffic shall be prohibited unless approved by VIA in writing, which approval shall not be unreasonably withheld. City hereby covenants to provide and designate entrance and exit locations to the Stadium Land (at locations reasonably acceptable to City and VIA) for use by maintenance vehicles, vendors, construction and non-emergency traffic so as to minimize such traffic on the Station Land. All non-emergency traffic on the Station Land shall require the written approval of VIA, which shall not be unreasonably withheld, and may be conditioned on a reasonable user fee in the sole discretion of VIA. Either prior to or subsequent to Closing, VIA shall likewise designate and establish the location of specific easements (at locations reasonably acceptable to City and VIA) to be retained by VIA for a railroad right-of-way south of the Ownership Boundary, for an access easement along and across Montana Street, and for an access easement from the Station Land to the Stadium Land. VIA and the City further agree to fully cooperate both prior to and subsequent to Closing in the designation and implementation of (i) reasonable tie-in easements to VIA's slurry wall located on the Station Land to accommodate slurry wall treatment of the Stadium Land and/or the Stadium Land landfill, if requested by City, (ii) additional reasonable easements on, over and across the Station Land and/or Stadium Land for environmental remediation purposes (e.g. additional slurry wall construction), and (iii) the designation and implementation of temporary easements as are reasonably necessary during construction periods on either the Station Land or Stadium Land to facilitate access to the areas of the Project which are not under construction. VIA and the City agree that (x) the form of the easements described in this Paragraph 4 will be reasonably satisfactory to City and VIA, (y) the cost of constructing the particular easement and the cost of repairing and returning the surface of the easement construction site to substantially its preconstruction condition shall be borne by the party requesting the easement, and (z) each party shall provide for the designation and implementation of such temporary easements in all third party construction contracts entered into after Closing.

5. Transfer to City of Available Funds/Accounting. VIA shall retain from all Project Funds the following amounts:

- a) its current Project budget of \$40,127,651.00;
- b) an additional \$3,496,000.00 to serve as a transitional fund for the following uses: (i) completion of the Station; (ii) completion of all other proposed

development on the Station Land; (iii) continued maintenance to all improvements on the Station Land; and (iv) environmental testing and remediation to (x) the Station Land, and (y) the other locations of responsibility imposed by this Agreement; and

c) the funds specified in Exhibit " attached hereto and made a part hereof ("Reserved Funds") which shall be withheld by VIA as its anticipated contractual liability under the pending, third party, joint responsibility contracts (whether such "joint responsibility" is expressed in the contract or imposed by separate agreement between VIA and the City) specified on Exhibit " (collectively, the "Third Party Contracts"). VIA and the City shall pay their own costs relative to the Third Party Contracts so as to conform to each party's approved budgets and the terms of the respective Third Party Contracts. Cost overruns above a party's allocated budget relative to the Third Party Contracts shall be borne by the party incurring such cost overruns. VIA shall only deliver the Reserved Funds to a particular third party claimant identified in the Third Party Contract upon the written direction of the City; provided, however, that upon the filing of a lawsuit against VIA by such third party for collection or recovery of any portion of the Reserved Funds which are the payment responsibility of City (whether or not disputed with the third party claimant), VIA shall have the right to interplead the applicable Reserved Funds into the court having jurisdiction of the lawsuit. In the event that the City procures a novation or settlement stipulation from or judgment against any potential third party claimant identified in a Third Party Contract which clearly evidences the absence of further liability or exposure to liability as to VIA, then VIA shall immediately deliver to the City the Reserved Funds attributable to that Third Party Contract plus any accrued interest thereon.

All remaining Project Funds shall be transferred by VIA to the City at Closing. The unexpended portion of the Reserved Funds shall be paid to City upon closeout of the Third Party Contracts. The City shall utilize all such transferred Project Funds solely for (i) construction (including ancillary charges necessary to place the Stadium in its intended location and condition for use), development, attorneys' and environmental engineering consultants' fees, environmental investigation and any removal actions from or remediation of the environmental conditions at the Stadium Landfill, Stadium and the Stadium Land in accordance with this Agreement (ii) environmental investigation and any removal actions from or remediation of all off-site landfill locations contemplated in this Agreement (including attorneys' and environmental engineering consultants' fees), and (iii) capital outlays installed and/or in furtherance of construction on the Stadium Land, all in accordance with generally accepted accounting principles, as codified by the Governmental Accounting Standards Board. All other uses are hereby prohibited.

6. Accounting By VIA and The City. VIA and the City shall make a final accounting to one another and cause an independent audit to be performed regarding the application of the portion of the Project Funds retained by VIA and transferred to City under this Agreement at such time as the Project Funds are exhausted. Said final accounting and independent audit shall be due no later than six (6) months subsequent to each respective entity's fiscal year end and shall include an "application of funds" schedule and attestation from each respective entity's independent auditor regarding compliance with the provisions of this Agreement. A schedule of noncompliance items shall also be included. The costs of the independent audit shall be shared by VIA and the City in the same proportions as previous independent audits performed relative to the Project. Misapplication of the Project Funds retained or transferred under this Agreement in violation of the limited uses for such Project Funds prescribed by this Agreement shall give rise to the sole obligation of reimbursement by the breaching party to the other party. In the event that either party is due a reimbursement from the other party under the terms of this Agreement, whether as a result of misapplication of funds or otherwise, such reimbursement shall be due on the thirtieth (30th) day after request for reimbursement along with supporting documentation is received.

7. Environmental Responsibility. All responsibility for compliance with and costs of any removal action or remediation action (collectively, "Environmental Responsibility") under federal and state environmental statutes, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act of 1986, Safe Drinking Water Act, Clean Water Act and Clean Air Act, whether past, present or future (except funds already expended by VIA and the City as of the date of Closing), are, as between VIA and City, hereby expressly assumed and shall hereafter be borne solely by the City as to all property south of the Ownership Boundary to Durango Street (including the Stadium Land landfill) and are, as between VIA and City, hereby expressly assumed and shall hereafter be borne solely by VIA as to all property north of the Ownership Boundary to Commerce Street. The respective Environmental Responsibilities assumed by VIA and the City shall expressly exclude assumption of liability or responsibility for or in connection with claims for personal injury or property damage which relate to the tracts or sites for which Environmental Responsibility has been allocated in this paragraph 7. Any and all fines and penalties imposed by any agency with jurisdiction (whether exclusive or concurrent) over environmental or natural resource issues arising out of the Project shall be allocated as set forth in paragraph 8 below. Environmental Responsibility for the following shall be, as between VIA and the City, assumed by the City:

- a) the Stadium Land landfill site identified on Exhibit " attached hereto and made a part hereof;

- b) the approximate 10 acres located at Petroleum Drive site identified on Exhibit " " attached hereto and made a part hereof;
- c) the Pearsall Road landfill site identified on Exhibit " " attached hereto and made a part hereof; and
- d) all other sites, known or unknown, containing soil, spoils or debris (i) removed from the Stadium Land; (ii) removed from the Station Land prior to March 1, 1994 and commingled with Stadium Land soil, spoils or debris; or (iii) removed from the Station Land prior to March 1, 1994 and deposited at one or more of the landfill sites specifically identified on Exhibit " " attached hereto and made a part hereof; provided, however, that the responsibilities assumed by the City under this subparagraph d shall exclude (x) remediation at sites other than those identified in Exhibit " " containing non-commingled soil, spoils or debris removed from the Station Land, and (y) remediation at the sites identified in Exhibit " " (other than the Stadium Land landfill) as to which any state or federal regulatory agency makes a formal administrative determination or a final adjudication that the profile of the soil, spoils or debris is other than as represented by VIA in the Soil Disposal Profile (herein so called) to be delivered by VIA to City at Closing and that as a result of the deviation in profile, the agency requires additional testing, monitoring, removal of the soil from the site and/or treatment of the soil resulting in the expenditure of significant costs by the City (which agency determinations and/or adjudications are herein collectively called the "Agency Reclassifications"). For purposes hereof, "significant costs" shall mean the estimated expenditure by the City, as represented by the average of three (3) bids received by the City or bid packages for removal or remediation and associated expenses, of \$10,000.00, or more, per off-site landfill location. The City's right to decline Environmental Responsibility for off-site landfill locations as to which Agency Reclassifications have been made (which decline by the City shall be its sole remedy) shall expressly exclude commingled soils (being defined as soils, spoils or debris which have been mixed or dumped with soil, spoils and debris from the Stadium Land in such a way as to reasonably prevent separation and return to their original condition, form and/or volume immediately prior to mixing or dumping), whether or not identified on Exhibit " ", and shall expressly exclude the Stadium Land landfill site, the Petroleum Drive landfill site and the Pearsall Road landfill site, all of which sites shall remain the sole Environmental Responsibility of the City without exception and without regard to level of contamination.

As between VIA and the City, VIA shall retain sole Environmental Responsibility for the Station Land, except as to soil, spoils and debris which have been removed from the Station Land and deposited in such a manner or at a location as to which the City has assumed responsibility under this Paragraph 7. In the event that Agency Reclassifications are made for any of the Exhibit " " landfill sites (other than the Stadium Land landfill) and the City thereupon notifies VIA in writing that as a result the City declines Environmental Responsibility, the City shall immediately assign to VIA all claims, rights of contribution and causes of action against all persons and entities which are or were in any way, directly or indirectly, responsible for or participants in the removal and deposit of soils from the Station Land at that landfill location. The City hereby represents that the off-site landfill locations containing soil, spoils and debris from the Stadium Land which are known as of the Effective Date are more particularly depicted on Exhibit " " attached hereto and made a part hereof. City further acknowledges that in the event that soil, spoils and debris originating from the Project are discovered after the Effective Date at off-site landfill locations which are not listed in either Exhibit " " or Exhibit " " attached hereto, and further in the event that the source of such soil, spoils and debris from the Project cannot be identified as originating solely from the Station Land, then such soil, spoils, and debris shall be deemed to be the sole Environmental Responsibility of City. Newly discovered soil, spoils and debris which can be identified as originating solely from the Station Land shall remain the sole Environmental Responsibility of VIA. The testing costs and environmental engineering consultants' fees advanced by a party after the Effective Date of this Agreement as to any newly discovered soils, spoils and debris shall ultimately be borne by the party responsible for removal of remediation under this Agreement. In the event that the non-responsible party advances the testing fees and/or environmental engineering consultants' fees, such party shall be entitled to reimbursement from the responsible party. Notwithstanding the foregoing allocation of rights and responsibilities between VIA and the City, nothing herein is intended or shall be construed as a release, allocation or assumption by VIA or the City of the liability of any person or entity who is not a party to this Agreement.

8. Allocation of Fines and Penalties. Any and all fines and penalties imposed by any agency with jurisdiction (whether exclusive or concurrent) over environmental or natural resource issues arising out of the Project shall be allocated and borne as follows:

- a. As to activities after the Effective Date, VIA shall bear all fines and penalties as to the Station Land and the City shall bear all fines and penalties as to the Stadium Land.
- b. As to activities prior to the Effective Date, the City shall bear all fines and penalties as to the Stadium Land, the Stadium Land landfill, the Pearsall Road landfill, the approximately 10 acres located at the Petroleum Drive site and any other site where the soils have been commingled. VIA shall bear all fines and penalties

as to the Station Land and the VIA soil disposal locations identified in Exhibit " " attached hereto and made a part hereof, except as to the VIA soil disposal locations where the fine or penalty pertains to a commingled deposit of soil.

9. Assignment of Causes of Action and Claims. Other than the Alamo Iron Works Lawsuit, , VIA shall assign to City at Closing all past, present and future claims and causes of action, and rights of costs recovery and/or contribution or indemnity, whether existing under common law or arising under any state or federal statute, that VIA owns or claims, or may own or claim against any person or entity that concerns, relates or pertains to, or arises out of or from the prior operation or ownership of the Station Land and/or the Stadium Land, the environmental testing, excavation, demolition, construction, removal, transportation, storage or disposal of soils, and/or deposit of soils on or from the Stadium Land, and/or the Station Land INSOFAR AND ONLY INSOFAR AS said causes of actions, claims and rights of recovery or contribution relate or pertain to (i) the Stadium Land and the Stadium Land landfill, (ii) the off-site landfill locations described in Paragraph 7 of this Agreement for which the City is responsible; and (iii) soils and materials generated on the Station Land but removed to a location for which the City is responsible under this Agreement (collectively, the "Assigned Claims"). VIA covenants to deliver to the City, upon request by City, party-specific and/or transaction - specific assignment documents (in a form reasonably agreed to by VIA and City) so as to further evidence the transfer of any and all Assigned Claims relative to a particular party or a particular transaction.

VIA and City covenant to fully cooperate with one another from and after the Effective Date and the Closing which shall include without limitation, the sharing of files and information and making employees, agents, representatives, contractors and consultants available for informal interviews and formal testimony. VIA shall likewise assign to the City upon request and when applicable, proceeds received or available from all insurance policies, bonds and other contracts benefitting VIA or any of its contractors as same pertain to the Assigned Claims. VIA and the City shall each retain and assume responsibility for all other claims, lawsuits, agency proceedings, and actual losses incurred by it, respectively, in connection with all other matters not covered by this Agreement and neither VIA or the City shall be deemed to have waived any of their respective rights relative to third parties and relative to one another, whether accrued or unaccrued, known or unknown, which are not specifically addressed by this Agreement.

VIA has made available for inspection prior to Closing all material documents in its possession which relate or pertain to Material Assigned Claims. For purposes hereof, "Material Assigned Claims" shall mean Assigned Claims which represent a potential recovery and/or contribution from a third party of at least \$ _____. VIA represents to City that it has not entered into any settlement agreement, release or covenant not to sue

with respect to an Assigned Claim, and that it has not entered into any assignment agreement with respect to any Assigned Claim.

10. Assignment of Governmental Awards and Reimbursements. All rewards, reimbursements, and recoveries (collectively, "Awards and Reimbursements") from governmental sources (including but not limited to underground storage tank remediation reimbursements), shall be divided, as received, as follows:

- a) if pertaining to an off-site location as to which the City has assumed Environmental Responsibility, the Awards and Reimbursements shall be allocated solely to the City; provided, however that if the City reassigns the location to VIA pursuant to an Agency Reclassification described in paragraph 7 above, the Awards and Reimbursements shall be allocated to VIA;
- b) if pertaining to the Station Land and arising from events or occurrences prior to the Effective Date of this Agreement, the Awards and Reimbursements shall be divided equally between VIA and the City;
- c) if pertaining to the Station Land and arising from events or occurrences on or subsequent to the Effective Date of this Agreement, the Awards and Reimbursements shall be allocated solely to VIA; and
- d) if pertaining to the Stadium Land whether related to occurrences before or after the Effective Date of this Agreement, the Awards and Reimbursements shall be allocated solely to the City.
- e) division of Awards and Reimbursements shall be on a prorated basis if pertaining to both Station Land and Stadium Land, with the proration formula being based upon the percentage of acreage affected, unless otherwise expressly allocated in the terms of the particular Award and Reimbursement.

11. Joint Cooperation In Pursuit of Former Landowners and Responsible Third Parties. VIA and the City shall fully and reasonably cooperate with one another in connection with any action to pursue claims against or defend claims asserted by former landowners of the Project or any part thereof, including Alamo Iron Works and third parties who may be partially or wholly responsible for, or have a legal duty of contribution with respect to, environmental liabilities and costs incurred relative to the Project and all of the off-site landfill locations. VIA and the City agree to promptly notify one another as to any notice from any state or federal agency regarding the initiation of any investigation,

enforcement action or proceeding to impose or collect civil penalties or injunctive relief against either of them and/or the Project.

12. Alamo Iron Works Lawsuit. At Closing, VIA shall transfer all of its past, present and future claims and causes of action against Alamo Iron Works and its recoveries, if any, from the Alamo Iron Works Lawsuit (and any other past, present and future cause of action) to the City subject to the following conditions:

- a) settlement of the Alamo Iron Works Lawsuit shall require all tort claims against VIA and the individual defendants to be dismissed with prejudice;
- b) settlement terms providing for transfer of real property to the City or exchange of real property with the City (whether such settlement terms relate to the Alamo Iron Works Lawsuit or to any separate litigation or threatened litigation pertaining to the City's separate causes of action related to Alamo Iron Works) shall entitle VIA to a sixty (60) day option, commencing with the date of transfer to or exchange with the City, to purchase from the City the real property so acquired for the fair market value of the property as determined by taking the average of two (2) appraisals prepared by mutually agreed upon appraisers;
- c) VIA's present legal counsel shall continue to represent VIA and the individual defendants in the Alamo Iron Works Lawsuit at VIA's sole expense;
- d) net cash proceeds, if any, derived from a final judgment or settlement of the Alamo Iron Works Lawsuit shall be divided between VIA and the City in the following proportions and in the following order of priority: (i) first, to City's legal fees and costs incurred on and after the Effective Date; (ii) second, to VIA's legal fees and costs incurred on and after the Effective Date; (iii) third, as to the initial \$1,000,000 of recovery after legal expenses, 90% to the City and 10% to VIA; (iv) fourth, as to recoveries between \$1,000,000 and \$3,000,000 after legal expenses, 80% to the City and 20% to VIA; and (v) fifth, as to recoveries above \$3,000,000 after legal expenses, 75% to the City and 25% to VIA;
- e) the assignments described in this paragraph shall not be construed under any circumstances as an assumption by the City of VIA's liabilities with respect to the slander and libel claims or any other claims asserted by Alamo Iron Works against VIA, its officers, directors or employees;

f) VIA acknowledges that the City is not assuming any obligations or liabilities of VIA to any third parties except those specifically described in paragraph 7 of this Agreement;

g) The City shall employ its own legal counsel to prosecute the claims and causes of action assigned to it by VIA in this paragraph. The City shall continue prosecution of these claims in VIA's name and will not be required by VIA to intervene in the Alamo Iron Works Lawsuit. The City shall use its best efforts to prosecute the Alamo Iron Works Lawsuit to a prompt conclusion;

h) VIA will execute the pleadings necessary to substitute counsel selected by the City as counsel of record in the Alamo Iron Works Lawsuit for the claims and causes of action assigned to the City in this paragraph; and

i) the term "net cash proceeds" described in subparagraph (d) above shall mean the actual cash proceeds derived from Alamo Iron Works (or its insurers), if any, net of setoffs in favor of Alamo Iron Works, tort or otherwise, if any. In the event that recovery by Alamo Iron Works in the Lawsuit exceeds the recovery by VIA (or the City, as its assignee), VIA and the City agree that VIA (and/or the additional VIA defendants) shall be solely responsible for the excess of Alamo Iron Works recovery above the VIA/City recovery.

13. Covenants of Future Performance By VIA. VIA shall complete the Station development as soon as practicable, and shall fully comply with this Agreement.

14. Representations and Warranties By VIA.
[Provisions to be inserted]

15. Covenants of Future Performance By City. City shall complete the Stadium development as soon as practicable, and shall fully comply with this Agreement.

16. Representations and Warranties By City.
[Provisions to be inserted]

17. Amendment to Stadium Agreement. This Agreement shall specifically amend, supersede and replace the Stadium Agreement in the following respects:
[provisions to be inserted]

18. City Advisory Board. City shall promptly establish a Stadium advisory board consisting of representatives appointed by the City and representatives appointed by the Surrounding Communities.

19. Stadium Renewal and Improvement Fund. City shall promptly establish and thereafter maintain and manage a renewal and improvement fund for the repair, partial replacement, replacement, rehabilitation, renewal and improvements to the Stadium.

20. Distributions of Future Net Income. City shall distribute ten percent (10%) of the Net Income From Future Development on the Stadium Land (excluding the Stadium) among the Surrounding Communities according to population as reflected in the 1990 federal census.

21. Release of City by VIA. Other than the obligations of City prescribed by this Agreement, and excluding any right of contribution and indemnity in connection with claims or lawsuits by third parties, VIA, as of the Effective Date, has released and by these presents does release, acquit and forever discharge City and its employees, officers, council members and attorneys from any and all claims and causes of action raised or which could have been raised by VIA, other than intentional misconduct or criminal activity by the released party, in connection with the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which VIA has had, may have, or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby.

22. VIA's Covenant Not to Sue. Other than actions against the City in connection with this Agreement and other than the rights to implead the City hereinafter described, VIA further covenants and agrees to take no action, directly or indirectly, to file or to cause to be filed any suit, institute or assist in instituting any proceeding in any court against City, its employees, officers, council members, and attorneys for or in connection with any and all claims or causes of action raised or which could have been raised (other than intentional misconduct or criminal activity) in connection with the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which VIA has, had, may have or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done by City

from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby. Nothing in this paragraph shall be construed so as to prevent VIA from suing any consultant, contractor, subcontractor or other entity which may have liability relating to the Project or the matters addressed in this Agreement or from impleading the City, pursuant to the applicable rules of procedure, into any lawsuit or proceeding, the subject matter of which includes matters as to which the City is liable or financially responsible, in whole or in part, pursuant to the terms of this Agreement or from asserting against City any rights of contribution and indemnity available under law.

23. Release of VIA by City. Other than the obligations of VIA prescribed by this Agreement, and excluding any right of contribution and indemnity in connection with claims or lawsuits by third parties, City has this day released and by these presents does release, acquit and forever discharge VIA, its respective employees, officers, board members and attorneys from any and all claims and causes of action raised by City, or which could have been raised by City other than intentional misconduct or criminal activity by the released party, in connection with the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise which City has, had, may have, or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project Lands, construction or operation of the Project, or matters covered thereby.

24. City's Covenant Not To Sue. Other than actions against VIA in connection with this Agreement and other than the rights to implead VIA hereinafter described, City further covenants and agrees to take no action, directly or indirectly, to file or to cause to be filed any suit, institute or assist in instituting any proceeding in any court against VIA, its respective employees, officers, board members and attorneys for or in connection with any and all claims or causes of action raised or which could have been raised (other than intentional misconduct or criminal activity) in connection with the Stadium Agreement, ownership of Project lands, construction or operation of the Project or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which City has, had, may have or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done by VIA from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement, ownership of Project lands, construction or operation of

the Project or matters covered thereby. Nothing in this paragraph shall be construed so as to prevent the City from suing any consultant, contractor, subcontractor or other entity which may have liability relating to the Project or the matters addressed in this Agreement or from impleading VIA, pursuant to the applicable rules of procedure, into any lawsuit or proceeding, the subject matter of which includes matters as to which VIA is liable or financially responsible, in whole or in part, pursuant to the terms of this Agreement, or from asserting against VIA any rights of contribution and indemnity available under law.

25. Claims Covered By Existing Insurance. City shall have the right to terminate, subsequent to Closing, the insurance policies identified on Exhibit " " attached hereto and made a part hereof as to which VIA is an additional insured; provided, however, that the City shall provide VIA with a certificate of insurance evidencing that VIA is an additional insured on City's underlying primary liability policy with respect to operation and use of the Stadium and City shall be solely responsible for satisfaction of all deductibles and self insured retention limits applicable to any of the policies under which VIA is or was afforded insurance coverage.

26. No Admission of Liability. This Agreement is given, in part, in settlement and compromise of disputed claims and is not intended and shall not be construed as an admission of liability by any of the parties as to any matter.

27. Closing/Survival of Covenants. Closing of the transactions contemplated by this Agreement shall take place in the offices of _____ on _____, 1994, at 10:00 a.m., unless an alternate time and place of closing is mutually agreed upon by the parties. All warranties, representations and covenants contained herein shall survive Closing. At Closing, the following documents shall be delivered by the parties:

As to VIA:

[to be inserted]

As to City:

[to be inserted]

28. Additional Documentation. VIA and the City covenant and agree to execute and deliver such additional reasonable documentation necessary to effectuate the purposes of this Agreement prior to, at or subsequent to Closing.

29. Time of Essence, Attorneys Fees. Time is of the essence with respect to this Agreement and same shall be capable of specific performance without prejudice to any other rights or remedies under law. If either party seeks to enforce, in law or in equity, any provision contained herein, then the prevailing party in such proceeding shall be entitled to attorneys fees, interest and all such other disbursements and relief provided under law.

30. Payment of Expenses. Except as otherwise provided herein, all of the fees and expenses incurred by any party prior to the Closing in order to complete the transactions required or permitted hereby shall be paid by the party incurring such fees and expenses.

31. Modification or Amendment. The parties hereto may modify or amend this Agreement only by written agreement executed and delivered by the respective parties.

32. Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

33. Non-Assignability. This Agreement shall not be assignable by either party.

34. No Waivers. No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar) nor shall such waiver or failure to act constitute a continuing waiver or evidence of a binding course of conduct unless expressly provided herein or expressly stipulated to in writing by the parties.

35. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND SHALL BE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

36. Notices. Any notice required or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering the same to the address of such party. Notice given in accordance herewith shall be deemed to be received forty-eight (48) hours after deposited in the U. S. Mail, if such notice is sent by mail, or upon receipt by any person over the age of eighteen (18) at the address of the addressee if such notice is delivered. For purposes of notice, the addresses of the parties shall be as follows:

DISCUSSION DRAFT - 4/27/94

To VIA:

John Milam, General Manager
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

Bonnie Prosser Elder, General Counsel
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

With copy to:

Butler & Binion, L.L.P.
112 E. Pecan, Suite 2700
San Antonio, Texas 78205
Attention: Mr. Lawrence R. Linnartz
Telephone: (210) 227-2200
Fax: (210) 223-6730

To City:

Alexander E. Briseno, City Manager
City Hall
Military Plaza, 3rd Floor
San Antonio, Texas 78205
Telephone: (210) 299-7080
Fax: (210) 299-8940

Lloyd Garza, City Attorney
City Hall
Military Plaza
San Antonio, Texas 78205
Telephone: (210) 299-8940
Fax: (210) 299-8940

With copy to:

W. Bebb Francis, III
Cox & Smith Incorporated
112 E. Pecan Street, Suite 2000
San Antonio, Texas 78205
Telephone: (210) 554-5320
Fax: (210) 226-8395

37. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

38. No Third Party Beneficiaries. This Agreement is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto. No third party beneficiaries are intended to be referenced, designated or inferred by this Agreement.

39. Exhibits. All exhibits attached hereto are fully incorporated herein by this reference for all purposes.

40. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or enforceable provision had never been contained herein.

41. Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

EXECUTED by the undersigned as of the Effective Date set forth above.

"CITY"

CITY OF SAN ANTONIO

By authority of Ordinance

No. _____

passed and approved

_____, 1994

ATTEST:

City Clerk

By: _____

Alexander E. Briseno

City Manager

APPROVED AS TO FORM:

Lloyd Garza, City Attorney

"VIA"

VIA METROPOLITAN TRANSIT

By: _____
John Milam, General Manager

ATTEST:

Bonnie Prosser Elder,
General Counsel

Schedule of Exhibits:

- Exhibit 1 - Legal Description of the Project
- Exhibit - Legal Description of the Stadium Land
- Exhibit - Legal Description of the Station Land
- Exhibit - Forms of Deed and Bill of Sale
- Exhibit - Form of Trademark Assignment
- Exhibit - List of Contractual Liability Funds Withheld (Paragraph 5c
- Exhibit - List of Third Party Contracts
- Exhibit - Legal Description of the Stadium Land Landfill Site
- Exhibit - Legal Description of Petroleum Drive Landfill Site
- Exhibit - Legal Description of Pearsall Road Landfill Site
- Exhibit - List of Pending Litigation Claims
- Exhibit - VIA Soil Disposal Locations
- Exhibit - Alamodome Soil/Waste Location Summary
- Exhibit - Title Company Estoppel
- Exhibit - Insurance Policies To Be Cancelled

EXHIBIT " "

**[VIA landfill locations]
Via Transit Station
Soil/Waste Location Summary
(103,431 cubic yards total)**

1. **Location:** BFI Tessman Road Landfill
Amount: 61,424 cubic yards
2. **Location:** On-site City Package 14b Landfill at Alamodome
Amount: Via has 6,000 cubic yards in the 38,500 cubic yard landfill
3. **Location:** City Packages 14a and 14c
Amount: Estimate 4,500 cubic yards
4. **Location:** Loop 410 Dump
Amount: 15,300 cubic yards
5. **Location:** 151 Dump
Amount: 12,684 cubic yards
6. **Location:** Oak Meadow School
Amount: 196 Cubic yards
7. **Location:** Arocha Pit
Amount: 622 cubic yards
8. **Location:** BFI Pinn Road Landfill
Amount: 1,647 cubic yards of demolition material
9. **Location:** Hall's Yard, Hall's Dump
Amount: 435 cubic yards
10. **Location:** Site location unknown
Amount: 623 cubic yards

City of San Antonio
Interdepartmental Correspondence

To: Mayor and City Council

From: George K. Noe, Director of Management Services
John German, Director of Public Works

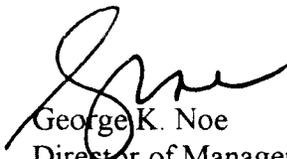
Re: Alamodome Soil Remediation Costs

Pursuant to City Council discussion on April 21, attached is a more detailed breakdown of the costs of the various elements of the Alamodome contaminated soil remediation program.

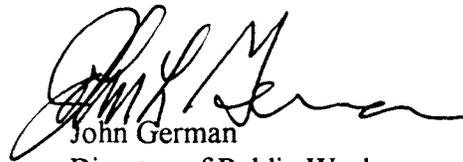
Attachment I represents a range of alternatives with the cost of each alternative. The assumptions used in each alternative is described.

Attachment II applies the recommended funding strategy or hierarchy to two of the alternatives -- Options B and C. These are meant to be samples for illustration purposes. Exact appropriation would occur in keeping with the hierarchy as actual expenditures are required.

We hope this information is of assistance to City Council. If additional information is required, please advise.



George K. Noe
Director of Management Services



John German
Director of Public Works

For the Information of the City Council



Alexander E. Briseño
City Manager

**COST ESTIMATES
ALAMODOME CONTAMINATED SOILS
(MILLIONS OF DOLLARS)**

ACTION	OPTIONS				
	A	B	C	D	E
REMOVE ON SITE STOCKPILE	0.70	0.70	0.70	0.70	0.70
ENGINEERING / LEGAL	1.00	1.00	1.20 *	1.20	1.50 *
PETROLEUM DRIVE	3.30	4.20 *	3.30	3.30	8.40 *
PEARSALL ROAD LANDFILL	0.20	0.20	0.20	0.20	0.20
GROUNDWATER DISCHARGE	0.70	0.70	0.70	0.70	2.00 *
RIGSBY ROAD	0.20	0.20	0.20	0.20	1.00 *
DURANGO LPST	0.25	0.25	0.25	0.25	2.00 *
SLURRY WALL	2.00	3.70 *	0.00 *	5.00 *	5.00
SUBTOTAL	8.35	10.95	6.55	11.55	20.80
REMOVE ON SITE LANDFILL	0.00	0.00	6.00 *	4.50 *	6.00 *
TOTAL	8.35	10.95	12.55	16.05	26.80
* Changes from previous option or Option A As of April 26, 1994					

SUMMARY OF ASSUMPTIONS
VARIOUS OPTIONS
ALAMODOME CONTAMINATED SOILS
REMEDIATION PROJECT
APRIL 26, 1994

OPTION A

Assumes that:

- A.1. Laidlaw Enterprises removes On-site Stockpile soils taking 90% (Class II) to Covell Gardens and 10% (Class I) to Laidlaw's Altair Facility near Columbus (\$700,000), and Covell Gardens, a Waste Management facility, accepts Class II waste subject to required additional testing (\$65,000 to Southwest Research).
- A.2. Petroleum Drive site is found to contain all Class II soils at a rate of \$22 per cubic yard (125,000 c.y.), or \$2,750,000 plus 20% contingencies of \$550,000. (\$3.3 million total).
- A.3. Minimal effort is required to remediate the Pearsall Road, Rigsby Road and Durango Street Sites (\$650,000 total).
- A.4. A discharge permit for the groundwater pumped from the sump on Montana Street can be obtained from TNRCC (\$700,000).
- A.5. The best case scenario occurs in regards to the slurry wall (\$2.0 million). This means that the slurry wall is 7,500 feet in length and there are no problems with railroad crossings or utilities. Also no dewatering is required.
- A.6. The On-site Landfill remains in place.
- A.7. Legal and engineering fees do not exceed \$1.0 million.
- A.8. Total cost is estimated at \$8,350,000.

Option A is the best case scenario for the City.

OPTION B

Option B assumes that all of Option A assumptions remain in effect with these changes or additions:

- B.1. Petroleum Drive cleanup costs more because there is 20% Class I material. Extra cost brings total to \$4.2 million.
- B.2. The Slurry Wall costs more due to increased length (9,000 feet), difficulties with railroad crossings, and problems with utilities. Further, dewatering is required. (\$3.7 million is new total).
- B.3. The total cost is changed to \$10.95 million.

Although Option A is preferred by the City, Option B is a viable alternative.

OPTION C

Option C assumes that all of Options A and B remain in effect with these further changes or additions:

- C.1 Engineering and legal fees increase to \$1.2 million due to increased project costs.
- C.2 The more optimistic option (see Item #2) occurs regarding the Petroleum Drive site. (\$3.3 million).
- C.3 The On-site Landfill must be removed and all the materials are Class I. (Cost is \$6.0 million)
- C.4 A slurry wall is not required.
- C.5 The total cost of Option C is estimated to be \$12.55 million.

Option C is the most likely scenario, if the on-site landfill must be removed.

OPTION D

Option D assumes that all of Options A, B, and C remain in effect with the following changes or additions:

- D.1. A slurry wall is required and the length is 14,200 feet (\$5.0 million). This will include walls on both sides of the railroad tracks.
- D.2. The on-site landfill must be removed, but 50% of the soil is Class II. (Total cost is \$4.5 million).
- D.3. The total cost estimate for Option D is \$16.05 million.

Based upon staff analysis, this is the highest cost option deserving consideration by the City.

OPTION E

Option E assumes that all of Option A assumptions remain in effect with the following changes or additions:

- E.1 Petroleum Drive soils are classified as 50% Class I and 50% Class II (Total cost is \$8.4 million).
- E.2 The expenses to correct the groundwater discharge increases to \$2.0 million, primarily for SAWS improvements.
- E.3 Costs to clean up the Rigsby Road and Durango Road sites increase to \$1.0 million and \$2.0 million, respectively.
- E.4 The worst case occurs regarding the on-site landfill and the slurry wall (\$11.0 million).
- E.5 Engineering and legal fees increase to \$1.5 million.
- E.6 Total of the costs for Option E is \$26.8 million.

This is the worst case scenario.

**Sample Funding Allocation
Recommended Funding Hierarchy
Alamodome Soil Remediation
Option B**

<u>Action</u>	<u>Estimated Cost</u>	<u>Funding Source</u>
Remove On Site Stockpile	\$ 700,000	1/2 Cent Sales Tax/Construction//1
Engineering/Legal	1,000,000	Interim Financing Fund//2
Petroleum Drive	4,200,000	Interim Financing Fund -- \$1,000,000 Hotel Motel Occ. Tax -- \$2,500,000 One Time Improvements Reserve/ General Fund -- \$700,000.
Pearsall Rd. Landfill	200,000	Solid Waste Fund
Groundwater Discharge	700,000	One Time Improvements Reserve/General Fund
Rigsby Road	200,000	One Time Improvements Reserve/General Fund
Durango LPST	250,000	One Time Improvements Reserve/General Fund
Slurry Wall	3,700,000	One Time Improvements Reserve/ General Fund -- \$150,000 Certificates of Obligation --\$3.55 M
Remove On Site Landfill	-0-	
TOTAL	\$10,950,000	

Notes:

Recovery from litigation or claims is anticipated but is not shown.

//1 Already allocated by Council from recommended source on 4/21/94

//2 Of this amount, \$200,000 has already been allocated from the Hotel Motel Tax Fund and the Solid Waste Fund on 2/10/94.

**Sample Funding Allocation
Recommended Funding Hierarchy
Alamodome Soil Remediation
Option C**

<u>Action</u>	<u>Estimated Cost</u>	<u>Funding Source</u>
Remove On Site Stockpile	\$ 700,000	1/2 Cent Sales Tax/Construction//1
Engineering/Legal	1,200,000	Interim Financing Fund//2
Petroleum Drive	3,300,000	Interim Financing Fund -- \$800,000 Hotel Motel Occ. Tax -- \$2,500,000
Pearsall Rd. Landfill	200,000	Solid Waste Fund
Groundwater Discharge	700,000	One Time Improvements Reserve/General Fund
Rigsby Road	200,000	One Time Improvements Reserve/General Fund
Durango LPST	250,000	One Time Improvements Reserve/General Fund
Slurry Wall	-0-	
Remove On Site Landfill	6,000,000	One Time Improvements Reserve/ General Fund -- \$850,000 Certificates of Obligation -- \$5 M
TOTAL	\$12,550,000	

Notes:

Recovery from litigation or claims is anticipated but is not shown.

//1 Already allocated by Council from recommended source on 4/21/94

//2 Of this amount, \$200,000 has already been allocated from the Hotel Motel Tax Fund and the Solid Waste Fund on 2/10/94.

**EXECUTIVE SUMMARY OF THE ALAMODOME
CONVEYANCE**

**EXECUTIVE SUMMARY
OF
ALAMODOME CONVEYANCE**

Section 1. Conveyance of Stadium to City. VIA will convey to the City all Alamodome property (stadium, land and equipment) located south of the Montana Street north right - of- way of Montana Street " as is" and without warranty, utilizing a Deed and Bill of Sale . VIA will also convey to City its trademark rights in the term "Alamodome" and the associated markings.

Section 2. Transfer Title by City. In the event the City sells the Stadium to a private, non-governmental person or entity, the City shall pay to suburban cities and unincorporated areas of Bexar County located in VIA's service area 10% of the defined "net proceeds derived from the sale" (after recovery of City expenses).

Section 3. Transfer Only for Fair Value. The value of the City's assumption of the environmental liabilities and the City's release of VIA from environmental liability (all as specified in the Agreement), exceeds the fair value of the Stadium Land.

Section 4. Existing Easements and Access to Station. Unless approved by VIA access to the Stadium across the Transit Station Land is limited to emergency vehicles. City is to designate alternative points of access to the Stadium for maintenance vehicles, vendors, and other non-emergency traffic. VIA and the City agree to designate easements on the Transit Station Land and the Stadium Land necessary for future environmental remediation, if any.

Section 5. Transfer to City of Available Funds/Accounting. VIA will retain (i) its current project budget of \$40,127,651; (ii) \$3,496,000; and (iii) and funds reserved for payments of pending third party joint contracts (e.g. construction contracts). The City will receive all remaining funds including sales tax proceeds, interest income, and intergovernmental assistance funds for the completion of the Alamodome and cost of environmental remediation.

Section 6. Accounting by VIA and the City. When the Project Funds are exhausted, VIA and the City will make a final accounting to one another.

Section 7. Environmental Responsibility. The City will assume responsibility for the cost of environmental remediation and the payment of penalties and fines associated with the property south of Montana Street. VIA will retain responsibility for the cost of environmental remediation and the payment of penalties and fines associated with the property north of Montana Street. Additionally the City assumes environmental responsibility for the following:

- a. The Stadium Land landfill site;
- b. The Petroleum Drive site;
- c. The Pearsall Road landfill site; and
- d. All other sites known or unknown, containing soil, spoils or debris (i) removed from the Stadium Land; (ii) removed from the Transit Station Land prior to March 1, 1994 and comingled with the Stadium Land soil; or (iii) removed from the Transit Station Land prior to March 1, 1994 and deposited at one or more of the ten sites identified by VIA on an Exhibit attached to the Agreement. The Agreement provides a procedure in which the City can require VIA to remediate any of the ten sites if a regulatory agency determines the soil is contaminated to a degree other than as represented by VIA. This procedure applies if the cost of the remediation exceeds a specified monetary threshold. (The City is proposing a \$10,000 threshold).

Additionally, the City assumes responsibility for the remediation of other off-site locations which contain soil that cannot be identified as originating solely from the Transit Station Land. VIA assumes responsibility for newly discovered soils which can be identified as originating solely from the Transit Station Land.

NOTE: Responsibility for payment of potential penalties and fines regarding sites under (d) above is presently under discussion.

Section 8. Assignment of Causes of Action and Claims. In order to recover the City's cost of the environmental responsibilities assumed by the City under this Agreement, VIA will assign to the City any claims, lawsuits, or other actions and proceeds from insurance policies or bonds available to VIA relating to third parties responsible for causing the need for environmental remediation. Neither VIA nor the City waive any other rights which they may currently have.

VIA and the City agree to fully cooperate with one another in the sharing of files and information and making employees and representatives available for informal interviews and formal testimony.

Section 9. Assignment of Governmental Awards and Reimbursements. When assigned , future reimbursements or awards from any sources, which are tied to property north of Montana Street and arising from events occurring prior to March 1, 1994 will be evenly divided between VIA and the City. Future reimbursements or awards from any sources which are tied to property south of Montana Street will be retained by the City.

Section 10. Joint Cooperation In Pursuit of Former Landowners and Responsible Third Parties. VIA and City will jointly pursue former landowners and third parties who may have any responsibility for the environmental liabilities and costs. relating to the Stadium, the Transit Station, and all of the off-site locations. Further, VIA and the City agree to notify one another of any notice received from a regulatory agency regarding the initiation of any investigation, enforcement action or imposition of civil penalties.

Section 11. Alamo Iron Works Lawsuit. VIA will assign to the City all of its past, present and future claims and causes of action against Alamo Iron Works and its recoveries, if any from the Alamo Iron Works Lawsuit, subject to the following conditions:

- a. Settlement of the Alamo Iron Works Lawsuit will include settlement of all tort claims against VIA and the individual defendants;
- b. If any settlement between Alamo Iron Works and the City involves the transfer of real property to the City, VIA will have an option to purchase the real property from the City for its appraised fair market value;
- c. The City will not assume VIA's liabilities relating to the slander and libel claims or any other claims asserted by Alamo Iron Works against VIA;
- d. The City is required to use its best efforts to prosecute the Alamo Iron Works Lawsuit to a prompt conclusion;

- e. Net cash proceeds, if any, derived from a final judgment or settlement of the Alamo Iron Works Lawsuit shall be divided between VIA and the City in the following proportions and in the following order of priority:
- (i) first, to City's legal fees and costs incurred on and after the Effective Date;
 - (ii) second, to VIA's legal fees and costs incurred on and after the Effective Date;
 - (iii) third, as to the initial \$1,000,000 of recovery after legal expenses, 90% to the City and 10% to VIA;
 - (iv) fourth, as to recoveries between \$1,000,000 and \$3,000,000 after legal expenses, 80% to the City and 20% to VIA; and
 - (v) fifth, as to recoveries above \$3,000,000 after legal expenses, 75% to the City and 25% to VIA.

The term "net cash proceeds" means the actual cash proceeds received by the City from the Alamo Iron Works Lawsuit less amounts awarded to Alamo Iron Works for tort or other claims against VIA in the Alamo Iron Works Lawsuit.

NOTE: The City proposes to limit this deduction to any potential recoveries relating to the present slander lawsuit.

Section 12 & 14. Covenants of Future Performance By VIA and the City. The City shall complete construction of the Alamodome . VIA shall complete construction of the Transit Station.

Section 13 & 15. Representations and Warranties by VIA and the City. The Agreement will include reciprocal representations and warranties by VIA and the City.

Section 16. Amendment to Stadium Agreement. Agreement specifically replaces the Stadium Agreement.

Section 17. City Advisory Board. The City shall create and appoint members to a new Alamodome Advisory Board including representation from the Suburban Communities and unincorporated areas of Bexar County in the VIA transit service area.

Section 18. Stadium Renewal and Improvement Fund. The City shall establish and maintain a renewal and improvement fund for the repair, partial replacement, rehabilitation, renewal and improvements to the Stadium.

Section 19. Distributions of Future Net Income. The City shall distribute 10% of net income, as defined in the Agreement, from future development of Stadium Land among the Suburban Communities and unincorporated areas in Bexar County situated within the VIA transit service area.

Sections 20,21,22,23. Releases and Covenants Not to Sue. City and VIA release one another from obligations under the Stadium Agreement, and with the exception of intentional misconduct or criminal activity, agree not to sue each other in connection with the Stadium Agreement.

Section 24. Claims Covered by Existing Insurance. City may terminate the liability insurance required to be purchased under the Stadium Agreement. City will provide to VIA a copy of the insurance certificate which shows that VIA is named as an additional insured.

NOTE: VIA wants language in the Agreement which clearly states that the City pay on VIA's behalf all legal defense cost, judgments and settlements up to limits of the insurance policy. Additionally, VIA wants the City to pay for the insurance deductible if the policy is needed to pay a judgment or settlement involving VIA.

Section 25. No Admission of Liability.

Section 26. Closing/Survival of Covenants.

Section 27. Additional Documentation.

Section 28. Time of Essence, Attorney's Fees. In case either party sues for breaches under this agreement, the defeated party pays the prevailing party's attorney's fees.

Section 29. Payment of Expenses. Each party pays their own attorney's fees and other fees for the Conveyance.

Executive Summary of Conveyance
Page 6

Section 30. Modification of Amendment.

Section 31. Counterparts.

Section 32. Non-Assignability

Section 33. No Waivers

Section 34. Governing Laws

Section 35. Notices

Section 36. Entire Agreement

Section 37. No Third -Party Beneficiaries

Section 38. Exhibits

Section 39. Severability

Section 40. Captions for Convenience.

**PRINCIPAL ELEMENTS OF THE ALAMODOME
CONVEYANCE**

PRINCIPAL ELEMENTS OF THE ALAMODOME CONVEYANCE

FROM VIA METROPOLITAN TRANSIT TO THE CITY OF SAN ANTONIO

1. VIA will convey to the City all Alamodome property, improvements, and equipment. The boundary line will be the north right-of-way of Montana Street. VIA will retain ownership of all property, improvements and equipment north of this boundary line. VIA will own and operate the transit facility, and the City will own and operate the Alamodome. (see Attachment I).
2. VIA will retain its current project budget of \$40,127,651. The City will receive all remaining available funds including sales tax proceeds, interest income, and intergovernmental assistance funds for completion of the Alamodome except the \$3,496,000 as noted below. (see Attachment II)
3. VIA will create a transitional fund of \$ 3,496,000 from project revenues to be used for the completion of the project north of Montana Street including, but not limited to, completion of the transit station, improvements and maintenance for the transit station, environmental testing and remediation, and other costs related to the completion and future development of the site north of Montana Street.
4. The City will assume responsibility for the cost of environmental remediation associated with the property south of Montana Street. VIA will retain responsibility for the cost of environmental remediation associated with the property north of Montana Street. Both VIA and the City will individually retain their respective responsibility for all other claims and lawsuits.
5. VIA will cooperate fully on all claims, lawsuits, or other actions in providing information, assistance or testimony, if necessary. VIA will assign any claims, lawsuits, or other actions and the resulting proceeds it has from any contracts, or insurance policies, or bonds available to VIA or any of its contractors when it becomes necessary. Neither VIA nor the City waive any other rights which they may currently have.
6. VIA and City will jointly pursue former landowners for recovery of environmental costs associated with the project.
7. When assigned, future reimbursements or awards from any sources, which are tied to property north of Montana Street and arising from events occurring prior to March 1, 1994 will be evenly divided between VIA and the City. Future reimbursements or awards from any sources which are tied to property south of Montana Street will be retained by the City.

CONVEYANCE

Page 2

- 8. The City will establish an advisory board for the Alamodome with representation from the suburban cities in the VIA service area.**
- 9. The City will distribute 10% of its net income from future development on property south of Montana Street among all the suburban cities currently in the VIA service area after the City's recovery of all City funds spent on the project.**
- 10. The City will establish and manage a renewal and improvement fund for the repair, replacement, rehabilitation, renewal, or improvements to the Alamodome.**

ATTACHMENT J

NORTH R-O-W
BOUNDARY LINE

VIA BUS
FACILITY

ALAMODOME
STADIUM

I.H. 37

DURANGO

HOFER

WALNUT

S.P.R.

COMMERCE

CHERRY

IDAHO

MONTANA

WYOMING

DAKOTA

ALAMODOME
PROJECT
BOUNDARY

NEVADA

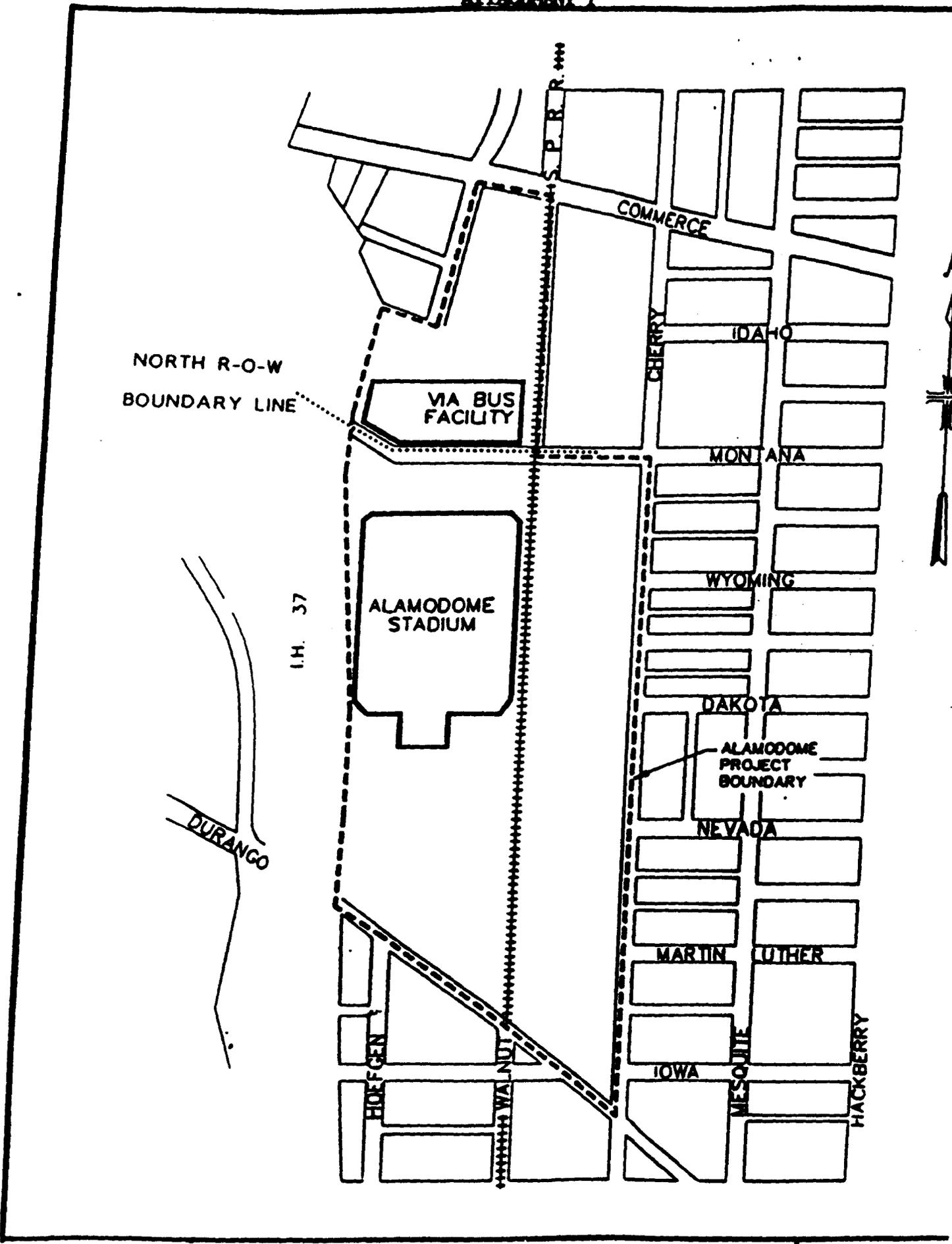
MARTIN

LUTHER

IOWA

MESQUITE

HACKBERRY



Attachment II

**Summary of Total Resources and Uses
Alamodome Project Proposed Agreement**

Resources

1/2 Cent Sales Tax (Re-estimate)	\$191,200,000
VIA Intergovernmental Assistance	4,496,899
Total Resources	<u>\$195,696,899</u>

Uses

VIA Project Budget	\$40,127,651
VIA Reserve for Project Completion	3,496,899
Dome Construction	123,470,398
City Administration and Marketing	2,257,778
Dome Design, Proj. Management, and Other Services	13,381,194
City Land Prep and Demolition	1,624,848
City Insurance	1,869,731
City Environmental Services and Remediation	3,790,227
Preopening Expenses	1,258,522
Net Interest Expense (Estimate)	2,519,620
City Reserve for Project Completion and Renewal and Improvement	1,900,031
Total Uses	<u>\$195,696,899</u>

**DRAFT AGREEMENT OF THE ALAMODOME
CONVEYANCE**

AGREEMENT

This agreement ("Agreement") is entered into effective _____, 1994 ("Effective Date") between VIA METROPOLITAN TRANSIT AUTHORITY ("VIA") acting through its Board of Trustees, and THE CITY OF SAN ANTONIO ("City") acting through its City Counsel.

DEFINITIONS

The following capitalized terms and other capitalized terms appearing in the text of this Agreement shall have the meanings ascribed to them wherever they shall appear in this Agreement.

"Alamo Iron Works Lawsuit" shall mean that certain lawsuit styled Alamo Iron Works vs. VIA Metropolitan Transit Authority et al., 93-CI-09652, 131st Judicial District Court, Bexar County, Texas.

"Intergovernmental Assistance Revenues" shall mean \$4,496,000.00 of VIA transit funds dedicated by VIA to the Project.

"Net Proceeds Derived From The Sale" shall mean the gross cash proceeds received by City from a sale of the Stadium Land, Stadium and all other improvements located thereon, to a private, non-governmental third party less any and all (a) construction costs incurred by City for any improvements constructed on the Stadium Land, including the Stadium, to the extent such costs are not reimbursed by VIA Project Tax, (b) costs incurred by City for legal, engineering and remediation in connection with the environmental issues of the Project and the Assigned Claims or any other site contemplated herein, to the extent such costs are not reimbursed by VIA Project Tax, (c) equipment costs incurred in connection with the construction, operation and maintenance of the Stadium Land and Stadium, to the extent such costs are not reimbursed by VIA Project Tax, and (d) costs incurred by City in connection with the sale, including but not limited to marketing and advertising expenses, renovation/repair costs or allowances, attorneys' fees, brokerage commissions, recording fees and title insurance premiums.

"Ownership Boundary" shall mean the north right-of-way line of Montana Street and the boundary between the Station Land and the Stadium Land.

"Project" shall mean the proposed regional economic development on the Station Land and Stadium Land which is to include construction of the Stadium, construction of the Station,

construction of improvements to Montana Street and renovations to the Southern Pacific Railroad Passenger Depot a/k/a "Sunset Depot" located on the Station Land.

"Project Funds" shall mean the total of the Project Tax Revenues collected up to and including May 15, 1994, Intergovernmental Assistance Revenues, and interest thereon.

"Project Tax Revenues" shall mean the VIA one-half cent sales tax assessed for the five-year period ending March 31, 1994, and dedicated to the Project.

"Stadium" shall mean the Alamodome stadium complex located south of Montana Street at Interstate Highway 37.

"Stadium Agreement" shall mean that certain Stadium Election and Contingent Construction and Operation Agreement executed by the City on August 27, 1988, and by VIA on November 16, 1988, as further amended by a certain Cooperative Intergovernmental Funding Agreement For Montana Street Improvements executed by the City on May 17, 1991 and by VIA on May 15, 1991.

"Stadium Land" shall mean the real property situated south of the Ownership Boundary bounded on the west by Interstate Highway 37, on the east by Cherry Street and on the south by Durango Street, being more particularly described in Exhibit " " attached hereto and made a part hereof.

"Station" shall mean the VIA transit station complex to be constructed immediately north of the Ownership Boundary at Interstate Highway 37.

"Station Land" shall mean the real property situated north of the Ownership Boundary bounded on the west by Interstate Highway 37, on the east by the Southern Pacific Railroad Right-Of-Way and on the north by Commerce Street, being more particularly described in Exhibit " " attached hereto and made a part hereof.

FOR VALUE RECEIVED, and in further consideration of the covenants contained herein, VIA and the City agree as follows:

1. Conveyance of Stadium to City. At Closing (hereinafter defined) VIA shall convey to the City the Stadium, the Stadium Land and all personal property, improvements and equipment on or a part of the Stadium or Stadium Land, utilizing a form of Deed and Bill of Sale substantially in the form of Exhibit " " attached hereto and made a part hereof and VIA shall retain the Station Land. VIA shall likewise convey to City at Closing all trademarks and intellectual property rights appurtenant to the Stadium and Stadium Land

(including without limitation the trademark "Alamodome") utilizing the form of Assignment substantially in the form of Exhibit " " attached hereto and made a part hereof. VIA and the City shall, at their respective sole election, perform due diligence as to title and condition of the real and personal property to be conveyed. The conveyance document shall (i) contain "as is", "where is" language, and (ii) shall contain express disclaimers as to the UCC Warranties of Merchantability and Fitness for a Particular Purpose and as to environmental condition. The conveyance to the City shall not require the purchase of title insurance or updated on-the-ground surveys by either party but VIA shall provide to City prior to Closing copies of all title insurance policies, surveys and title materials in its possession which pertain to the Stadium Land and the Station Land.

2. Transfer of Title By City. The City and VIA acknowledge and agree that the Stadium is a valuable public facility for the citizens of San Antonio and the suburban communities and unincorporated areas identified in Exhibit " " attached hereto and made a part hereof (the "Surrounding Communities"). In the event that the City hereafter sells the Stadium to a private, non-governmental person or entity, City shall pay to the Surrounding Communities, in proportion to population, ten percent (10%) of the Net Proceeds Derived From The Sale.

3. Transfer Only For Fair Value. City and VIA have determined that the fair value of City's express assumption of liabilities and uncertainties associated with environmental, administrative and public interest responsibilities assumed by City under this Agreement, and the corresponding release of VIA from the financial liabilities related to such responsibilities are equivalent to or exceed the fair value of the Stadium Land, the Stadium and the other improvements thereon so as to satisfy the requirements of Article 1118x of Texas Revised Civil Statutes.

4. Existing Easements and Access to Station. All existing easements on either side of the Ownership Boundary shall be maintained and shall be accessible by each party for ingress and egress to and across the respective tracts of each party and to serve the utility facilities appurtenant to such tracts in accordance with the easement agreements. Provided, however, that the access easements and easements of ingress and egress over and across the Station Land shall be expressly limited in scope to emergency vehicles only and all general vehicular traffic shall be prohibited unless approved by VIA in writing, which approval shall not be unreasonably withheld. City hereby covenants to provide and designate entrance and exit locations to the Stadium Land (at locations reasonably acceptable to City and VIA) for use by maintenance vehicles, vendors, construction and non-emergency traffic so as to minimize such traffic on the Station Land. All non-emergency traffic on the Station Land shall require the written approval of VIA, which shall not be unreasonably withheld, and may be conditioned on a reasonable user fee in the sole discretion of VIA. Either prior to or subsequent to Closing, VIA shall likewise designate

and establish the location of specific easements (at locations reasonably acceptable to City and VIA) to be retained by VIA for a railroad right-of-way south of the Ownership Boundary, for an access easement along and across Montana Street, and for an access easement from the Station Land to the Stadium Land. VIA and the City further agree to fully cooperate both prior to and subsequent to Closing in the designation and implementation of (i) reasonable tie-in easements to VIA's slurry wall located on the Station Land to accommodate slurry wall treatment of the Stadium Land and/or the Stadium Land landfill, if requested by City, (ii) additional reasonable easements on, over and across the Station Land and/or Stadium Land for environmental remediation purposes (e.g. additional slurry wall construction), and (iii) the designation and implementation of temporary easements as are reasonably necessary during construction periods on either the Station Land or Stadium Land to facilitate access to the areas of the Project which are not under construction. VIA and the City agree that (x) the form of the easements described in this Paragraph 4 will be reasonably satisfactory to City and VIA, (y) the cost of constructing the particular easement and the cost of repairing and returning the surface of the easement construction site to substantially its preconstruction condition shall be borne by the party requesting the easement, and (z) each party shall provide for the designation and implementation of such temporary easements in all third party construction contracts entered into after Closing.

5. Transfer to City of Available Funds/Accounting. VIA shall retain from all Project Funds the following amounts:

- a) its current Project budget of \$40,127,651.00;
- b) an additional \$3,496,000.00 to serve as a transitional fund for the following uses: (i) completion of the Station; (ii) completion of all other proposed development on the Station Land; (iii) continued maintenance to all improvements on the Station Land; and (iv) environmental testing and remediation to (x) the Station Land, and (y) the other locations of responsibility imposed by this Agreement; and
- c) the funds specified in Exhibit " " attached hereto and made a part hereof ("Reserved Funds") which shall be withheld by VIA as its anticipated contractual liability under the pending, third-party, joint responsibility contracts (whether such "joint responsibility" is expressed in the contract or imposed by separate agreement between VIA and the City) specified on Exhibit " " (collectively, the "Third Party Contracts"). VIA and the City shall pay their own costs relative to the Third-Party Contracts so as to conform to each party's approved budgets and the terms of the respective Third Party Contracts. Cost overruns above a party's allocated budget relative to the Third-Party Contracts shall be borne by the party

incurring such cost overruns. VIA shall only deliver the Reserved Funds to a particular Third Party upon the written direction of the City; provided, however, that upon the filing of a lawsuit against VIA by such Third Party for collection or recovery of any portion of the Reserved Funds which are the payment responsibility of City (whether or not disputed with the Third Party), VIA shall have the right to interplead the applicable Reserved Funds into the court having jurisdiction of the lawsuit. In the event that the City procures a novation or settlement stipulation from or judgment against a third party claimant which clearly evidences the absence of further liability or exposure to liability as to VIA, then VIA shall immediately deliver to the City the Reserved Funds attributable to that Third Party Contract plus any accrued interest thereon.

All remaining Project Funds shall be transferred by VIA to the City at Closing. The unexpended portion of the Reserved Funds shall be paid to City upon closeout of the Third Party Contracts. The City shall utilize all such transferred Project Funds solely for (i) construction (including ancillary charges necessary to place the Stadium in its intended location and condition for use), development, attorneys' and environmental engineering consultants' fees, environmental investigation and any removal actions from or remediation of the environmental conditions at the Stadium Landfill, Stadium and the Stadium Land in accordance with this Agreement (ii) environmental investigation and any removal actions from or remediation of all off-site landfill locations contemplated in this Agreement (including attorneys' and environmental engineering consultants' fees), and (iii) capital outlays installed and/or in furtherance of construction on the Stadium Land, all in accordance with generally accepted accounting principles, as codified by the Governmental Accounting Standards Board. All other uses are hereby prohibited.

6. Accounting By VIA and The City. VIA and the City shall make a final accounting to one another regarding the application of the portion of the Project Funds retained by VIA and transferred to City under this Agreement at such time as the Project Funds are exhausted. Said final accounting shall be due no later than six (6) months subsequent to each respective entity's fiscal year end and shall include an "application of funds" schedule and attestation from each respective entity's independent auditor regarding compliance with the provisions of this Agreement. A schedule of noncompliance items shall also be included. Misapplication of the Project Funds retained or transferred under this Agreement in violation of the limited uses for such Project Funds prescribed by this Agreement shall give rise to the sole obligation of reimbursement by the breaching party to the other party. In the event that either party is due a reimbursement from the other party under the terms of this Agreement, whether as a result of misapplication of funds or otherwise, such reimbursement shall be due on the thirtieth (30th) day after request for reimbursement along with supporting documentation is received.

[NOTE: WITH RESPECT TO PARAGRAPH 7 WHICH FOLLOWS, THE ISSUE OF WHETHER ENVIRONMENTAL RESPONSIBILITY SHALL INCLUDE PENALTIES AND FINES HAS NOT YET BEEN RESOLVED TO THE SATISFACTION OF BOTH PARTIES]

7. Environmental Responsibility. All responsibility for compliance with, and all penalties, fines and costs of any removal action or remediation action (collectively, "Environmental Responsibility") under federal and state environmental statutes, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act of 1986, Safe Drinking Water Act, Clean Water Act and Clean Air Act, whether past, present or future (except funds already expended by VIA and the City as of the date of Closing), are, as between VIA and City, hereby expressly assumed and shall hereafter be borne solely by the City as to all property south of the Ownership Boundary to Durango Street (including the Stadium Land landfill) and are, as between VIA and City, hereby expressly assumed and shall hereafter be borne solely by VIA as to all property north of the Ownership Boundary to Commerce Street. Environmental Responsibility for the following shall be, as between VIA and the City, assumed by the City:

- a) the Stadium Land landfill site identified on Exhibit " " attached hereto and made a part hereof;
- b) the Petroleum Drive landfill site identified on Exhibit " " attached hereto and made a part hereof;
- c) the Pearsall Road landfill site identified on Exhibit " " attached hereto and made a part hereof; and
- d) all other sites, known or unknown, containing soil, spoils or debris (i) removed from the Stadium Land; (ii) removed from the Station Land prior to March 1, 1994 and commingled with the Stadium Land portion; or (iii) removed from the Station Land prior to March 1, 1994 and deposited at one or more of the landfill sites specifically identified on Exhibit " " attached hereto and made a part hereof; provided, however, that the responsibilities assumed by the City under this subparagraph d shall exclude (x) remediation at sites other than those identified in Exhibit " " containing non-commingled VIA soil, spoils or debris, and (y) remediation at the sites identified in Exhibit " " (other than the Stadium Land landfill) [which VIA represents to City are all of the known sites at which Station Land soils, spoils and debris have been deposited] as to which any state or federal regulatory agency makes a formal

administrative determination or a final adjudication that the profile of the soil, spoils or debris is other than as represented by VIA in the Soil Disposal Profile (herein so called) to be delivered by VIA to City at Closing and that as a result of the deviation in profile, the agency requires additional testing, monitoring, removal of the soil from the site and/or treatment of the soil and the expenditure of significant costs by the City (which agency determinations and/or adjudications are herein collectively called the "Agency Reclassifications"). For purposes hereof, "significant costs" shall mean the estimated expenditure by the City, as represented by the average of three (3) bids received by the City, of \$ _____, or more, per off-site landfill location. The City's right to decline Environmental Responsibility for off-site landfill locations as to which Agency Reclassifications have been made (which decline by the City shall be its sole remedy) shall expressly exclude commingled soils (being defined as soils, spoils or debris which have been mixed or dumped with soil, spoils and debris from the Stadium Land in such a way as to reasonably prevent separation and return to their original condition, form and/or volume immediately prior to mixing or dumping), whether or not identified on Exhibit " ", and shall expressly exclude the Stadium Land landfill site, the Petroleum Drive landfill site and the Pearsall Road landfill site, all of which sites shall remain the sole Environmental Responsibility of the City without exception and without regard to level of contamination.

VIA shall retain sole Environmental Responsibility for the Station Land, except as to soil, spoils and debris which have been removed from the Station Land and deposited in such a manner or at a location as to which the City has assumed responsibility under this Paragraph 7. In the event that Agency Reclassifications are made for any of the Exhibit " " landfill sites (other than the Stadium Land landfill) and the City thereupon notifies VIA in writing that as a result the City declines Environmental Responsibility, the City shall immediately assign to VIA all claims, rights of contribution and causes of action against all persons and entities which are or were in any way, directly or indirectly, responsible for or participants in the removal and deposit of soils from the Station Land at that landfill location. The City hereby represents that the off-site landfill locations containing soil, spoils and debris from the Stadium Land which are known as of the Effective Date are more particularly depicted on Exhibit " " attached hereto and made a part hereof. City further acknowledges that in the event that soil, spoils and debris originating from the Project are discovered after the Effective Date at off-site landfill locations which are not listed in either Exhibit " " or Exhibit " " attached hereto, and further in the event that the source of such soil, spoils and debris cannot be identified as originating solely from the Station Land, then such soil, spoils, and debris shall be deemed to be the sole Environmental Responsibility of City. Newly discovered soil, spoils and debris which can be identified as originating solely from the Station Land shall remain the sole Environmental Responsibility of VIA. The

testing costs and environmental engineering consultants' fees advanced by a party after the Effective Date of this Agreement as to any newly discovered soils, spoils and debris shall ultimately be borne by the party responsible for remediation under this Agreement. In the event that the non-responsible party advances the testing fees and/or environmental engineering consultants' fees, such party shall be entitled to reimbursement from the responsible party.

8. Assignment of Causes of Action and Claims. Other than the Alamo Iron Works Lawsuit, , VIA shall assign to City at Closing all past, present and future claims and causes of action, and rights of costs recovery and/or contribution or indemnity, whether existing under common law or arising under any state or federal statute, that VIA owns or claims, or may own or claim against any person or entity that concerns, relates or pertains to, or arises out of or from the prior operation or ownership of the Station Land and/or the Stadium Land, the environmental testing, excavation, demolition, construction, removal, transportation, storage or disposal of soils, and/or deposit of soils on or from the Stadium Land, and/or the Station Land INSOFAR AND ONLY INSOFAR AS said causes of actions, claims and rights of recovery or contribution relate or pertain to (i) the Stadium Land and the Stadium Land landfill, (ii) the off-site landfill locations described in Paragraph 7 of this Agreement for which the City is responsible; and (iii) soils and materials generated on the Station Land but removed to a location for which the City is responsible under this Agreement (collectively, the "Assigned Claims"). VIA covenants to deliver to the City, upon request by City, party-specific and/or transaction - specific assignment documents (in a form reasonably agreed to by VIA and City) so as to further evidence the transfer of any and all Assigned Claims relative to a particular party or a particular transaction.

VIA and City covenant to fully cooperate with one another from and after the Effective Date and the Closing which shall include without limitation, the sharing of files and information and making employees, agents, representatives, contractors and consultants available for informal interviews and formal testimony. VIA shall likewise assign to the City upon request and when applicable, proceeds received or available from all insurance policies, bonds and other contracts benefitting VIA or any of its contractors as same pertain to the Assigned Claims. VIA and the City shall each retain and assume responsibility for all other claims, lawsuits, agency proceedings, and actual losses incurred by it, respectively, in connection with all other matters not covered by this Agreement and neither VIA or the City shall be deemed to have waived any of their respective rights relative to third-parties and relative to one another, whether accrued or unaccrued, known or unknown, which are not specifically addressed by this Agreement.

VIA has made available for inspection prior to Closing all material documents in its possession which relate or pertain to Material Assigned Claims. For purposes hereof, "Material Assigned Claims" shall mean Assigned Claims which represent a potential recovery

and/or contribution from a third party of at least \$_____. VIA represents to City that it has not entered into any settlement agreement, release or covenant not to sue with respect to an Assigned Claim, and that it has not entered into any assignment agreement with respect to any Assigned Claim.

9. Assignment of Governmental Awards and Reimbursements. All rewards, reimbursements, and recoveries (collectively, "Awards and Reimbursements") from governmental sources (including but not limited to underground storage tank remediation reimbursements), shall be divided, as received, as follows:

- a) if pertaining to an off-site landfill location as to which the City has assumed Environmental Responsibility, the Awards and Reimbursements shall be allocated solely to the City; provided, however that if the City reassigns the location to VIA pursuant to an Agency Reclassification described in paragraph 7 above, the Awards and Reimbursements shall be allocated to VIA;
- b) if pertaining to the Station Land and arising from events or occurrences prior to the Effective Date of this Agreement, the Awards and Reimbursements shall be divided equally between VIA and the City;
- c) if pertaining to the Station Land and arising from events or occurrences on or subsequent to the Effective Date of this Agreement, the Awards and Reimbursements shall be allocated solely to VIA; and
- d) if pertaining to the Stadium Land whether related to occurrences before or after the Effective Date of this Agreement, the Awards and Reimbursements shall be allocated solely to the City.
- e) division of Awards and Reimbursements shall be on a prorated basis if pertaining to both Station Land and Stadium Land, with the proration formula being based upon the percentage of acreage affected, unless otherwise expressly allocated in the terms of the particular Award and Reimbursement.

10. Joint Cooperation In Pursuit of Former Landowners and Responsible Third Parties. VIA and the City shall fully and reasonably cooperate with one another in connection with any action to pursue claims against or defend claims asserted by former landowners of the Project or any part thereof, including Alamo Iron Works and third parties who may be partially or wholly responsible for, or have a legal duty of contribution with respect to, environmental liabilities and costs incurred relative to the Project and all of the

off-site landfill locations. VIA and the City agree to promptly notify one another as to any notice from any state or federal agency regarding the initiation of any investigation, enforcement action or proceeding to impose or collect civil penalties or injunctive relief against either of them and/or the Project.

[NOTE: WITH RESPECT TO PARAGRAPH 11 WHICH FOLLOWS, THE PARTIES HAVE NOT RESOLVED TO THEIR SATISFACTION WHETHER FUTURE CLAIMS BY ALAMO IRON WORKS AGAINST THE VIA DEFENDANTS, IF ANY, ASSERTED AFTER CLOSING IN THE ALAMO IRON WORKS LAWSUIT BY AMENDMENT TO ALAMO IRON WORKS' PLEADINGS, WILL BE SETOFF AGAINST THE ENVIRONMENTAL/INDEMNITY CAUSE OF ACTION ASSERTED BY VIA SHOULD BOTH ALAMO IRON WORKS AND VIA OBTAIN A MONETARY RECOVERY ON THEIR CLAIMS, OR WHETHER ONLY THE CURRENT ASSERTED CLAIMS BY ALAMO IRON WORKS AGAINST THE VIA DEFENDANTS (i.e. LIBEL, SLANDER AND TORTIOUS INTERFERENCE) WILL BE SETOFF IN THE EVENT OF AN AFFIRMATIVE RECOVERY BY BOTH PARTIES]

11. Alamo Iron Works Lawsuit. At closing, VIA shall transfer all of its past, present and future claims and causes of action against Alamo Iron Works and its recoveries, if any, from the Alamo Iron Works Lawsuit (and any other past, present and future cause of action) to the City subject to the following conditions:

- a) settlement of the Alamo Iron Works Lawsuit shall require all tort claims against VIA and the individual defendants to be dismissed with prejudice;
- b) settlement terms providing for transfer of real property to the City or exchange of real property with the City (whether such settlement terms relate to the Alamo Iron Works Lawsuit or to any separate litigation or threatened litigation pertaining to the City's separate causes of action related to Alamo Iron Works) shall entitle VIA to a sixty (60) day option, commencing with the date of transfer to or exchange with the City, to purchase from the City the real property so acquired for the fair market value of the property as determined by taking the average of two (2) appraisals prepared by mutually agreed upon appraisers;
- c) VIA's present legal counsel shall continue to represent VIA and the individual defendants in the Alamo Iron Works Lawsuit at VIA's sole expense;

- d) net cash proceeds, if any, derived from a final judgment or settlement of the Alamo Iron Works Lawsuit shall be divided between VIA and the City in the following proportions and in the following order of priority: (i) first, to City's legal fees and costs incurred on and after the Effective Date; (ii) second, to VIA's legal fees and costs incurred on and after the Effective Date; (iii) third, as to the initial \$1,000,000 of recovery after legal expenses, 90% to the City and 10% to VIA; (iv) fourth, as to recoveries between \$1,000,000 and \$3,000,000 after legal expenses, 80% to the City and 20% to VIA; and (v) fifth, as to recoveries above \$3,000,000 after legal expenses, 75% to the City and 25% to VIA;
- e) the assignments described in this paragraph shall not be construed under any circumstances as an assumption by the City of VIA's liabilities with respect to the slander and libel claims or any other claims asserted by Alamo Iron Works against VIA, its officers, directors or employees;
- f) VIA acknowledges that the City is not assuming any obligations or liabilities of VIA to any third parties except those specifically described in paragraph 7 of this Agreement;
- g) The City shall employ its own legal counsel to prosecute the claims and causes of action assigned to it by VIA in this paragraph. The City shall continue prosecution of these claims in VIA's name and will not be required by VIA to intervene in the Alamo Iron Works Lawsuit. The City shall use its best efforts to prosecute the Alamo Iron Works Lawsuit to a prompt conclusion;
- h) VIA will execute the pleadings necessary to substitute counsel selected by the City, as counsel of record in the Alamo Iron Works Lawsuit for the claims and causes of action assigned to the City in this paragraph; and
- i) the term "net cash proceeds" described in subparagraph (d) above shall mean the actual cash proceeds derived from Alamo Iron Works (or its insurers), if any, net of setoffs in favor of Alamo Iron Works, tort or otherwise, if any. In the event that recovery by Alamo Iron Works in the Lawsuit exceeds the recovery by VIA (or the City, as its assignee), VIA and the City agree that VIA (and/or the additional VIA defendants) shall be solely responsible for the excess of Alamo Iron Works recovery above the VIA/City recovery; and

12. Covenants of Future Performance By VIA. VIA shall complete the Station development as soon as practicable, and shall fully comply with this Agreement.

13. Representations and Warranties By VIA.
[Provisions to be inserted]

14. Covenants of Future Performance By City. City shall complete the Stadium development as soon as practicable, and shall fully comply with this Agreement.

15. Representations and Warranties By City.
[Provisions to be inserted]

16. Amendment to Stadium Agreement. This Agreement shall specifically amend, supersede and replace the Stadium Agreement in the following respects:
[provisions to be inserted]

17. City Advisory Board. City shall promptly establish a Stadium advisory board consisting of representatives from the City and from the Suburban Communities in the VIA transit service area.

18. Stadium Renewal and Improvement Fund. City shall promptly establish and thereafter maintain and manage a renewal and improvement fund for the repair, partial replacement, replacement, rehabilitation, renewal and improvements to the Stadium.

19. Distributions of Future Net Income. City shall distribute ten percent (10%) of the net income from future development on the Stadium Land (excluding the Stadium) among the Suburban Communities situated within the VIA transit service area as of the Effective Date. For purposes hereof, "net income from future development" shall mean the gross cash receipts received by City from improvements on the Stadium Land constructed following the Closing (excluding all income from the Stadium) less all (a) payments of principal and interest on indebtedness secured by liens on such improvements, (b) costs incurred in the engineering, construction and financing of the improvements, (c) costs associated with any environmental remediation associated with the improvements, (d) operating and maintenance costs associated with the improvements including, but not limited to, ad valorem and personal property taxes, utility payments, insurance premiums, escrow payments, repairs, maintenance, utility expenses, wages, salaries and personnel expenses, reasonable fees for accountants and attorneys, and (e) costs associated with the acquisition, maintenance and operation of any equipment used in connection with the improvements.

20. Release of City by VIA. Other than the obligations of City prescribed by this Agreement, VIA, as of the Effective Date, has released and by these presents does release, acquit and forever discharge City and its agents, servants, employees, officers, directors, and

attorneys from any and all claims and causes of action raised or which could have been raised, other than intentional misconduct or criminal activity by the released party, in connection with the Stadium Agreement or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which VIA has had, may have, or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement or matters covered thereby.

21. VIA's Covenant Not to Sue. Other than actions against the City in connection with this Agreement and other than the rights to implead the City hereinafter described, VIA further covenants and agrees to take no action, directly or indirectly, to file or to cause to be filed any suit, institute or assist in instituting any proceeding in any court against City, its agents, employees, officers, directors, and attorneys for or in connection with any and all claims or causes of action raised or which could have been raised (other than intentional misconduct or criminal activity) in connection with the Stadium Agreement or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which VIA has, had, may have or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement or matters covered thereby. Nothing in this paragraph shall be construed so as to prevent VIA from impleading the City, pursuant to the applicable rules of procedure, into any lawsuit or proceeding, the subject matter of which includes matters as to which the City is liable or financially responsible, in whole or in part, pursuant to the terms of this Agreement.

22. Release of VIA by City. Other than the obligations of VIA prescribed by this Agreement, City has this day released and by these presents does release, acquit and forever discharge VIA, its respective agents servants, employees, officers, directors and attorneys from any and all claims and causes of action raised or which could have been raised other than intentional misconduct or criminal activity by the released party, in connection with the Stadium Agreement or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise which City has, had, may have, or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from

or in connection with, directly or indirectly, the Stadium Agreement or matters covered thereby.

23. City's Covenant Not To Sue. Other than actions against VIA in connection with this Agreement and other than the rights to implead VIA hereinafter described, City further covenants and agrees to take no action, directly or indirectly, to file or to cause to be filed any suit, institute or assist in instituting any proceeding in any court against VIA, its respective agents, employees, officers, directors, attorneys for or in connection with any and all claims or causes of action raised or which could have been raised (other than intentional misconduct or criminal activity) in connection with the Stadium Agreement or matters covered thereby, whether legal or equitable, statutory, contractual or otherwise, which City has, had, may have or hereafter might have, known or unknown, contingent or absolute, matured or unmatured, direct or indirect, past, present or future, now existing or which might arise or accrue hereafter, for or because of any matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement, relating to, arising out of or resulting from or in connection with, directly or indirectly, the Stadium Agreement or matters covered thereby. Nothing in this paragraph shall be construed so as to prevent the City from impleading VIA, pursuant to the applicable rules of procedure, into any lawsuit or proceeding, the subject matter of which includes matters as to which VIA is liable or financially responsible, in whole or in part, pursuant to the terms of this Agreement.

24. Claims Covered By Existing Insurance. City shall have the right to terminate, subsequent to Closing, the insurance policies identified on Exhibit " " attached hereto and made a part hereof as to which VIA is an additional insured; provided, however, that the City shall provide VIA with a certificate of insurance evidencing that VIA is an additional insured on City's underlying primary liability policy with respect to operation and use of the Stadium.

[NOTE: THIS PROVISION IS BEING REVIEWED BY CITY'S AND VIA'S RESPECTIVE RISK MANAGERS].

25. No Admission of Liability. This Agreement is given, in part, in settlement and compromise of disputed claims and is not intended and shall not be construed as an admission of liability by any of the parties as to any matter.

26. Closing/Survival of Covenants. Closing of the transactions contemplated by this Agreement shall take place in the offices of _____ on _____, 1994, at 10:00 a.m., unless an alternate time and place of closing is mutually agreed upon by the parties. All warranties, representations and covenants

contained herein shall survive Closing. At Closing, the following documents shall be delivered by the parties:

As to VIA:

[to be inserted]

As to City:

[to be inserted]

27. Additional Documentation. VIA and the City covenant and agree to execute and deliver such additional reasonable documentation necessary to effectuate the purposes of this Agreement prior to, at or subsequent to Closing.

28. Time of Essence, Attorneys Fees. Time is of the essence with respect to this Agreement and same shall be capable of specific performance without prejudice to any other rights or remedies under law. If either party seeks to enforce, in law or in equity, any provision contained herein, then the prevailing party in such proceeding shall be entitled to attorneys fees, interest and all such other disbursements and relief provided under law.

29. Payment of Expenses. Except as otherwise provided herein, all of the fees and expenses incurred by any party prior to the Closing in order to complete the transactions required or permitted hereby shall be paid by the party incurring such fees and expenses.

30. Modification or Amendment. The parties hereto may modify or amend this Agreement only by written agreement executed and delivered by the respective parties.

31. Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

32. Non-Assignability. This Agreement shall not be assignable by either party.

33. No Waivers. No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar) nor shall such waiver or failure to act constitute a continuing waiver or evidence of a binding course of conduct unless expressly provided herein or expressly stipulated to in writing by the parties.

34. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND SHALL BE PERFORMABLE IN BEXAR COUNTY, TEXAS.

35. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering the same to the address of such party. Notice given in accordance herewith shall be deemed to be received forty-eight (48) hours after deposited in the U. S. Mail, if such notice is sent by mail, or upon receipt by any person over the age of eighteen (18) at the address of the addressee if such notice is delivered. For purposes of notice, the addresses of the parties shall be as follows:

To VIA:

John Milam, General Manager
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

Bonnie Prosser Elder, General Counsel
VIA Metropolitan Transit
800 W. Myrtle
San Antonio, Texas 78212
Telephone: (210) 227-5371
Fax: (210) 227-0584

With copy to:

Butler & Binion, L.L.P.
112 E. Pecan, Suite 2700
San Antonio, Texas 78205
Attention: Mr. Lawrence R. Linnartz
Telephone: (210) 227-2200
Fax: (210) 223-6730

To City:

Alexander E. Briseno, City Manager
City Hall
Military Plaza, 3rd Floor
San Antonio, Texas 78205
Telephone: (210) 299-7080
Fax: (210) 299-8940

Lloyd Garza, City Attorney
City Hall
Military Plaza
San Antonio, Texas 78205
Telephone: (210) 299-8940
Fax: (210) 299-8940

With copy to:

W. Bebb Francis, III
Cox & Smith Incorporated
112 E. Pecan Street, Suite 2000
San Antonio, Texas 78205
Telephone: (210) 554-5320
Fax: (210) 226-8395

36. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

37. No Third-Party Beneficiaries. This Agreement is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto. No third-party beneficiaries are intended to be referenced, designated or inferred by this Agreement.

38. Exhibits. All exhibits attached hereto are fully incorporated herein by this reference for all purposes.

39. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or enforceable provision had never been contained herein.

40. Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

EXECUTED by the undersigned as of the Effective Date set forth above.

"CITY"

CITY OF SAN ANTONIO

By authority of Ordinance

No. _____

passed and approved

_____, 1994

ATTEST:

City Clerk

APPROVED AS TO FORM:

Lloyd Garza, City Attorney

By: _____
Alexander E. Briseno
City Manager

"VIA"

VIA METROPOLITAN TRANSIT

By: _____
John Milam, General Manager

ATTEST:

Bonnie Prosser Elder,
General Counsel

Schedule of Exhibits:

- Exhibit 1 - Legal Description of the Project
- Exhibit - Legal Description of the Stadium Land
- Exhibit - Legal Description of the Station Land
- Exhibit - Forms of Deed and Bill of Sale
- Exhibit - Form of Trademark Assignment
- Exhibit - List of Contractual Liability Funds Withheld (Paragraph 5c
- Exhibit - List of Third Party Contracts
- Exhibit - Legal Description of the Stadium Land Landfill Site
- Exhibit - Legal Description of Petroleum Drive Landfill Site
- Exhibit - Legal Description of Pearsall Road Landfill Site
- Exhibit - List of Pending Litigation Claims
- Exhibit - VIA Landfill Locations Assumed by City
- Exhibit - Alamodome Soil/Waste Location Summary
- Exhibit - Title Company Estoppel
- Exhibit - Insurance Policies To Be Cancelled

a:\wp51\jim\VIA\City4.agr
(4)-04/19/94

EXHIBIT " "

**[VIA landfill locations]
Via Transit Station
Soil/Waste Location Summary
(103,431 cubic yards total)**

1. Location: BFI Tessman Road Landfill
Amount: 61,424 cubic yards
2. Location: On-site City Package 14b Landfill at Alamodome
Amount: Via has 6,000 cubic yards in the 38,500 cubic yard landfill
3. Location: City Packages 14a and 14c
Amount: Estimate 4,500 cubic yards
4. Location: Loop 410 Dump
Amount: 15,300 cubic yards
5. Location: 151 Dump
Amount: 12,684 cubic yards
6. Location: Oak Meadow School
Amount: 196 Cubic yards
7. Location: Arocha Pit
Amount: 622 cubic yards
8. Location: BFI Pinn Road Landfill
Amount: 1,647 cubic yards of demolition material
9. Location: Hall's Yard, Hall's Dump
Amount: 435 cubic yards
10. Location: Site location unknown
Amount: 623 cubic yards

**STRATEGY FOR FUNDING REMEDIATION OF
CONTAMINATED SOILS AT THE ALAMODOME**

**City of San Antonio
Management Services Department**

April 20, 1994

To: Mayor and City Council

From: George K. Noe, Director of Management Services

Re: Strategy for Funding Remediation of Contaminated Soils at the Alamodome

Staff has been asked to review alternatives and to prepare a strategy for funding the probable costs associated with the remediation of contaminated soils at the Alamodome site. It is our understanding that the cost of remediation is estimated to be between a low of \$8 million and a high of \$26 million depending upon the plan approved by the Texas Natural Resource Conservation Commission (TNRCC).

Without having the specific dollar amount required or the timing of the expenditures, it is impossible to develop a specific funding plan. It is appropriate, however, to develop a priority of funding sources which, when taken together, would be sufficient to provide interim funding for the required work. Interim funding is needed to cover the delay anticipated as claims are pursued as well as any required expenditure which may not be recoverable. Funds recovered from claims, litigation and other follow-up activity will go to reimburse these funding sources. Below is a list of the recommended sources of interim funding in order of priority. It is anticipated that these sources would be used in priority order as appropriations are required.

1. **1/2 Cent Sales Tax for Construction** -- The construction of the facility is coming to a close and final receipts from the 1/2 cent sales tax for construction should be received in June of this year. When the conveyance of the facility to the City and any outstanding construction claims are resolved, it is possible that some funding may be available from the basic construction funding source. Although this is possible and should be the first priority, it is not anticipated that a substantial amount of funding will be available from this source. The last review of the status of the Sales Tax fund showed \$1.9 million for project completion including settlement of construction claims, remediation costs and the establishment of the R and I Fund.

2. **Interim Financing Fund** -- Last year, when the City Council approved the restructuring of the bond refunding escrow account, a one-time savings of \$1.8 million was achieved which was set aside to provide interim financing for needed improvement projects. These funds are still available and may be used for this purpose.

3. **Hotel Motel Occupancy Tax Fund** -- The Alamodome is projected to have a significant, positive impact on the San Antonio visitor industry. The provisions of the State Statute which govern the use of the Hotel Motel Occupancy Tax would allow these

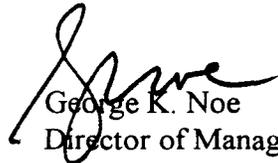
funds to be used for expenditures at the Alamodome. At this time, between \$750, 000 and \$1 million is available in the I and C fund for which a specific use has not been designated. In addition, some savings is anticipated from the \$3 million set aside in the I and C to redo the exterior of the Convention Center Arena. It should be noted that such funds could also be utilized to augment projected needs for the expansion of the Convention Center complex.

4. **One- Time Improvements Reserve/General Fund** -- As part of the City Council's fiscal and budgetary policies, revenues from City Public Service (CPS) payments which exceed the amount budgeted are to be used to increase the City's Reserve for Revenue Loss to reach a level of 5 percent of expenditures over five years and for one-time improvements. As Council will recall, approximately \$1.7 million was allocated in the FY 94 budget in accordance with this policy. The final FY 93 numbers show that additional CPS revenues in excess of budgetary estimates will again be available for one-time improvements as part of the budget process. Allocation of all or a portion of these funds to cover the cost of environmental remediation at the Alamodome is allowable under both law and Council policy.

5. **Certificates of Obligation** -- In the event the above funds are not sufficient to meet the requirements of the clean-up, the City can issue Certificates of Obligation to be repaid through the debt service property tax levy. It should be noted that such an issuance would be outside the debt plan submitted to Council previously. As such, repayment of this debt would have to be managed carefully to minimize any impact on the debt service tax rate.

It should be noted that staff assumes that any clean-up cost that is attributable to conditions at Pearsall or any other closed municipal landfill will be allocated as necessary from the Solid Waste Fund. It would also be our intent to account for these expenditures through the Special Revenue Fund previously created by Council to account for both the costs of any environmental clean-up as well as the recovery of any funds through claims, settlements and litigation. Any funds remaining at the conclusion of remediation activity would be used to repay the original sources of funds as described herein.

We believe that the funding priority listed above provides a solid basis on which the City can proceed with action. If you have any questions or desire further information, please advise.


George K. Noe
Director of Management Services

Approved:

Alexander E. Briseno
City Manager

04/21/94

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

SPECIAL MEETING

94 APR 21 PM 9:35

NOTICE

Take notice that a Special City Council Meeting will take place at 4:00 P.M., Wednesday, April 27, 1994, at City Hall Council Chambers, 100 Military Plaza, San Antonio, Texas, for the purpose of considering:

An Ordinance approving the terms and conditions of the Alamodome Conveyance Agreement between VIA Metropolitan Transit and the City of San Antonio; and declaring an emergency.

* * * * *

Portions of this meeting may be held in Executive Session pursuant to the attorney client exceptions of the Texas Open Meetings Act (V.T.C.S. Art. 551.071); (V.T.C.S. Art. 551.072) or (V.T.C.S. Art 551.074).

* * * * *

**City of San Antonio
Office of the City Manager
Interdepartmental Correspondence**

To: Mayor and City Council

From: Alexander E. Briseño, City Manager

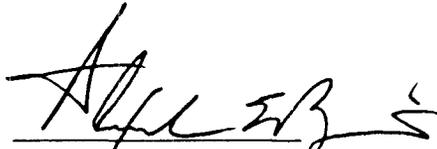
Copies: File

Subject: Alamodome Conveyance From VIA Metropolitan Transit To The
City of San Antonio

Date: April 21, 1994

This memorandum is provided to correct staffs previous memorandum regarding the Alamodome Conveyance. Staff will brief the City Council at it's regularly scheduled meeting of April 21 during an Executive Session and during Open Session on the Conveyance Agreement. A Special Meeting of the City Council will be held on Wednesday, April 27, 1994 at 4:00 p.m. for consideration of the Alamodome Conveyance Agreement.

Staff regrets the error and should you have any questions, please feel free to contact me.


Alexander E. Briseño,
City Manager

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

SPECIAL MEETING
N O T I C E 94 APR 27 PM 3:23

Take notice that a Special City Council Meeting will take place at 4:00 P.M., Wednesday, April 27, 1994, at City Hall Council Chambers, 100 Military Plaza, San Antonio, Texas, for the purpose of considering:

An Ordinance approving the terms and conditions of the Alamodome Conveyance Agreement between VIA Metropolitan Transit and the City of San Antonio; and declaring an emergency.

* * * * *

Portions of this meeting may be held in Executive Session pursuant to the attorney client exceptions of the Texas Open Meetings Act (V.T.C.S. Art. 551.071); (V.T.C.S. Art. 551.072) or (V.T.C.S. Art 551.074).

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CORRECTION NOTICE

The item for consideration as previously posted for the Special City Council Meeting at 4:00 p.m. on Wednesday, April 27 1994, has been corrected to read as follows instead of as written on the posted Special Meeting Notice.

AN ORDINANCE APPROVING THE TERMS AND CONDITIONS AND AUTHORIZING THE EXECUTION OF THE ALAMODOME CONVEYANCE AGREEMENT BETWEEN VIA METROPOLITAN TRANSIT AUTHORITY AND THE CITY OF SAN ANTONIO; ESTABLISHING THE ALAMODOME AS A CITY FACILITY WITHIN THE CITY'S HOTEL MOTEL SPECIAL REVENUE TAX FUND; AND DECLARING AN EMERGENCY.

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Portions of this meeting may be held in Executive Session pursuant to the attorney client exceptions of the Texas Open Meetings Act (V.T.C.S. Art. 551.071); (V.T.C.S. Art. 551.072) or (V.T.C.S. Art 551.074).

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