

**CITY OF SAN ANTONIO
DEPARTMENT OF ASSET MANAGEMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management

SUBJECT: Property Exchange Between the University of Texas Board of Regents and the City of San Antonio

DATE: May 12, 2005

SUMMARY AND RECOMMENDATIONS

Consideration of the following ordinances:

- (A) An Ordinance authorizing execution and delivery of a Property Exchange Agreement between the City and the University of Texas Board of Regents setting out the terms of an exchange of City property at Cattlemen's Square for property at HemisFair Park owned by the University.
- (B) An ordinance authorizing execution and delivery of an Ingress and Egress Easement Agreement relating to the City's ability to access the HemisFair Park property from Durango Boulevard.
- (C) An ordinance authorizing execution and delivery of a Parking Agreement relating to the City providing parking services to the Institute of Texas Cultures on the HemisFair Park property.
- (D) An ordinance authorizing the execution and delivery of a Deed Without Warranty for the property exchange

Staff recommends approval of these Ordinances.

BACKGROUND

Since opening, the student population and use of the University of Texas San Antonio (UTSA) downtown campus has grown at a significant pace. Although several expansions have been completed at the downtown campus in recent years, based on the current use of the facilities and the lack of property owned by the university system for further development, the downtown

campus has reached a point where the student population and growth of the facilities is near full capacity. However, student demand continues to increase. In order for UTSA to continue to fulfill its mission with the downtown campus, as well as to plan for and manage the growth of the downtown campus, UTSA approached the City regarding the conveyance of two municipally owned properties in the area adjacent to the downtown campus. The City-owned properties are shown on Attachment "A".

At the time the property discussions began, City staff was completing a Master Plan for the HemisFair Park Area. The Master Plan includes the potential reuse/redevelopment of non-city owned property in the Park. One such property was a tract of land owned by the University of Texas System that is adjacent to UT's Institute of Texan Cultures (Attachment B). To facilitate the City of San Antonio's implementation of the HemisFair Park Area Master Plan, the University System has agreed to convey to the City the HemisFair Property for the Cattleman Square Parking Lot and the Business and Technology Center properties.

The following four agreements have been negotiated between the two parties:

Property Exchange Agreement (With Exhibits "A" and "B")

The City of San Antonio will convey its interest in two Cattleman Square tracts consisting of 7.734 acres - 2.077 acres at the property known as Cattleman's Square Property and 5.297 acres (Exhibit "A") at the Business and Technology Center site (property only-the City does not own the improvements). UT has agreed to use the Cattleman's Square Property for educational purposes or other uses that further the mission of UT for a period of 20 years after conveyance. Both parties have also agreed that during the City's annual Fiesta celebration, no part of the Cattleman's Square Property will be used for a festival, fair, party, social event or any fund raising activities of any kind except for the parking of motor vehicles.

In exchange, UT will convey to the City 5.995 acres (Exhibit "B") at HemisFair Park, directly adjacent to and westerly of the Institute of Texan Cultures (ITC). Until such time as the City begins redevelopment of the HemisFair tract, utilities will continue to operate as currently used. Once the redevelopment begins, a physical separation of utilities will take place and each party will be responsible for its proportionate expense of the utility separation. UT will also continue to use an existing utility station on the City's HemisFair Property until such time as the City commences redevelopment activities.

An existing 3,276 square foot (0.075 acre) area exists within the 5.995-acre HemisFair tract of land which houses a solar energy plant, including solar collectors, signage, information kiosk, parking space enclosures, electrical facilities and lights. This facility has been designed for promotional and educational purposes and is regulated through a License Agreement between City Public Service and UT. The Agreement terminates June 30, 2013 and will be terminated between both parties prior to the conveyance of the property from UT to the City. The City and City Public Service will then enter into a new Agreement. The existing agreement requires a 90-day notification period before the Agreement can be terminated. Closing on the overall property exchange will take place upon expiration of the 90-day period, or sooner in the event this 90-day notification restriction is waived.

The parties acknowledge that the Exchange Agreement benefits both parties and agree to cooperate in the efforts to accommodate the orderly growth and revitalization of HemisFair Park and the neighborhood surrounding UTSA's downtown campus.

The Exchange Agreement also reflects the requirement for an Ingress-Egress Easement Agreement, Parking Agreement and Deed Without Warranty.

Deed Without Warranty (Exhibit "C")

Both parties will use the same form of Deed Without Warranty. The conveyances are made subject to all existing easements and rights of way. The properties being exchanged are in their "as is, where is" and "with any and all faults".

Parking Agreement (Exhibit "D")

The City will designate 50 of the 244 parking spaces on the HemisFair Property for UT's sole use, seven days a week, from 7 a.m. to 7 p.m. UT will pre-pay the City \$5,000 annually for the 50 spaces. Beginning October, 1, 2007, and annually thereafter, the City may increase the parking fee by an amount up to the lowest percentage increase that the City implements for other parking lots owned by the City in downtown San Antonio for the applicable year.

During the ITC's annual Folklife Festival, UT may exclusively use all 244 parking spaces for a 14-day period beginning six days before the Festival commences and ending four days after the Festival concludes, in accordance with the parking area usage shown on attached Schedule 1. UT will pay the City \$1,909 annually for its use of the Parking Lot in connection with the Folklife Festival. If usage exceeds what is outlined in Schedule 1, UT will pay \$1.00 per day for each space not available to the City to rent for public parking.

UT may terminate this agreement at any time on 60 days prior written notice. City may terminate this agreement on 365 days prior written notice when redevelopment of HemisFair Park makes the termination desirable for the City

Ingress and Egress Agreement (Exhibit "E")

To facilitate access from Durango Boulevard to the property the City will be receiving from UT as part of the exchange, UT has agreed to grant the City an Ingress and Egress Easement consisting of 0.244 acre. UT will continue to maintain the existing roadway, however, if the City causes any damage to the roadway, the City will be responsible for making repairs at its sole cost and expense.

POLICY ANALYSIS

Approval of this ordinance is a continuation of City Council policy to support the implementation of the HemisFair Park Area Master Plan and the development of the UTSA Downtown Campus.

FISCAL IMPACT

Because the proposed real estate transaction involves the conveyance of properties that have approximately the same value, there is no cash consideration to or from either entity. The appraised values for the Cattleman's Square Parking lot and the lease fee interest of the Business and Technology Center are \$1,720,000 and \$430,000, respectively for a total of \$2,150,000. The appraised value of the HemisFair Park tract is \$2,090,000.

COORDINATION

This agenda item has been coordinated with the City Attorney's Office and the Departments of Public Works and Parks & Recreation.

SUPPLEMENTARY COMMENTS

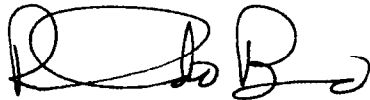
The Ethics Ordinance Disclosure Statement form is not required for this action.
The Planning Commission approved this property exchange on August 25, 2004.



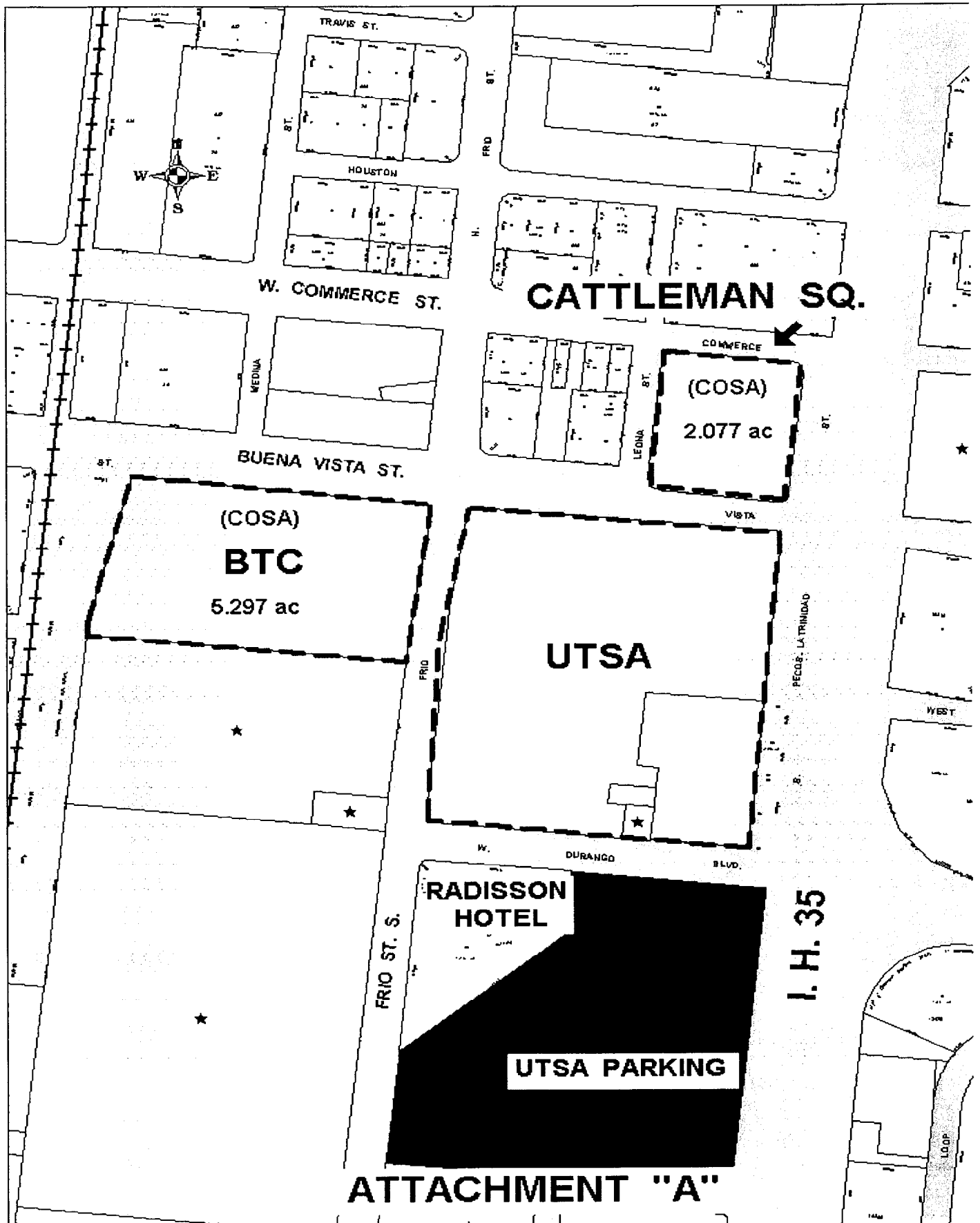
Rebecca Waldman, Director
Department of Asset Management



Erik Walsh
Assistant to the City Manager



J. Rolando Bono
Interim City Manager





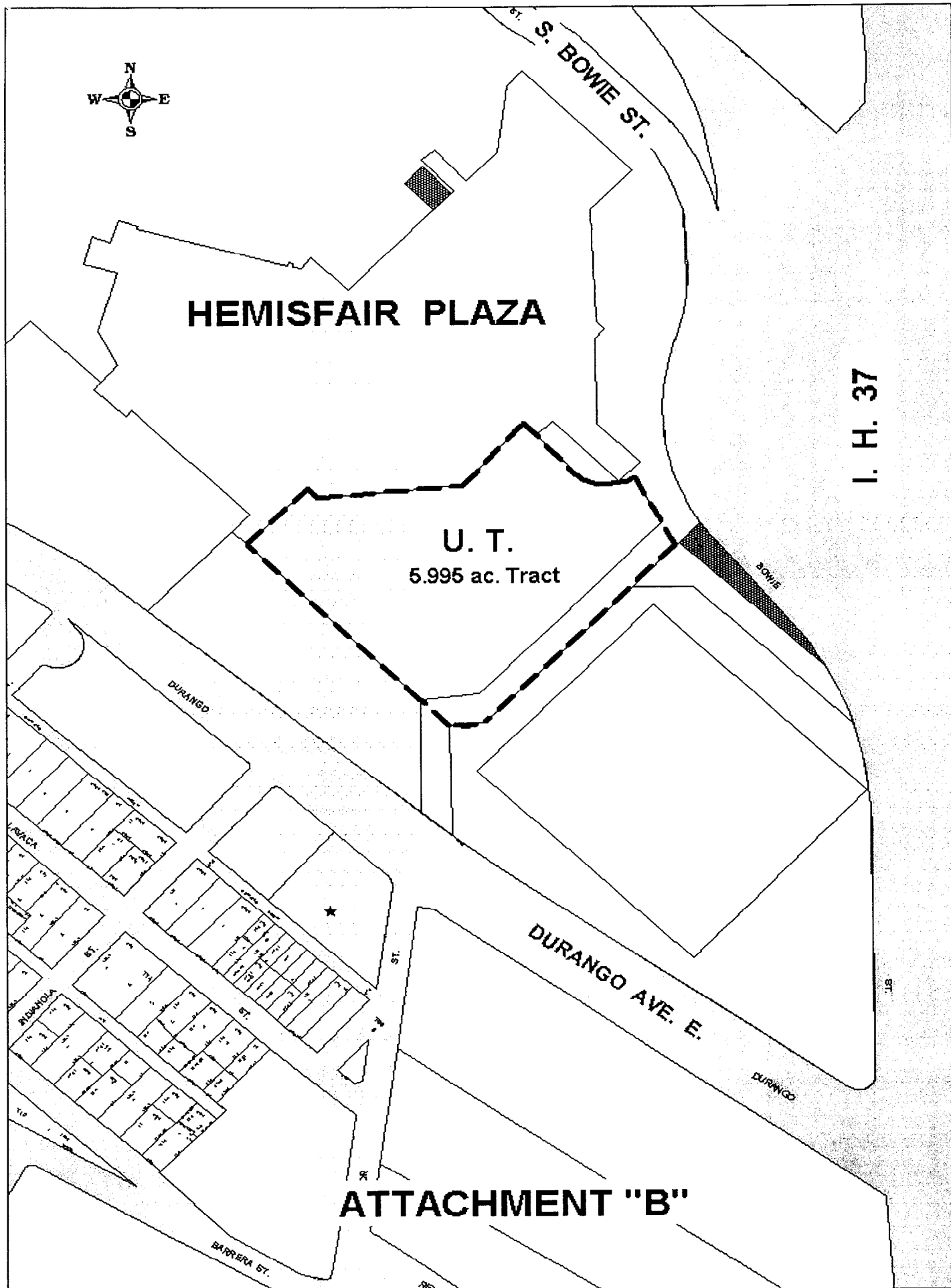
HEMISFAIR PLAZA

U. T.
5.995 ac. Tract

I. H. 37

DURANGO AVE. E.

ATTACHMENT "B"



PROPERTY EXCHANGE AGREEMENT

This Property Exchange Agreement ("Exchange Agreement") entered into by and between the City of San Antonio, a Texas municipal corporation ("**CITY**"), acting by and through its Interim City Manager or his designee, pursuant to City Ordinance No. _____, passed and approved on _____, 2005 and The Board of Regents of the University of Texas System, for the use and benefit of The University of Texas at San Antonio ("**UT**") acting by and through its Executive Director of Real Estate:

RECITALS

WHEREAS, **UT** has requested the transfer of ownership from **CITY** to **UT** of certain real property located in the Cattleman's Square area near the intersection of Buena Vista and South Frio, in San Antonio, Bexar County, Texas; and

WHEREAS, the **CITY** desires to obtain title to real property totaling approximately 5.995 acres in the HemisFair Plaza, San Antonio, Texas which is currently held by **UT** in conjunction with its operation of the Institute of Texan Cultures; and

WHEREAS, **CITY** and **UT** have expressed a willingness to convey the respective parcels of real property on mutually beneficial terms and conditions as set forth below;

NOW THEREFORE, **CITY** and **UT** (collectively, the "Parties"), agree as follow:

ARTICLE I. EXCHANGE OF OWNERSHIP/CONDITIONS

1.1 For and in consideration of the agreement by **UT** to meet the conditions set forth in this agreement, **CITY** agrees to transfer to **UT** the fee simple ownership of certain real property ("**CATTLEMAN'S SQUARE PROPERTY** ") consisting of two parcels and described generally as:

a. the Cattleman's Square Parking Lot, containing approximately 2.077 acres, as more specifically described as Lot 40, New City Block 300 Tex R-78 Rosa Verde Project Urban Renewal Agency San Antonio Texas Unit VIII, According to the Plat recorded in Volume 7600, Page 100 of the Deed and Plat Records of Bexar County, Texas; and

b. the **CITY'S** leased fee interest and its interest as landlord in the Business Technology Center containing approximately 5.297 acres, as more specifically described by metes and bounds and shown by a survey. The Parties acknowledge that the Business Technology Center parcel is subject to a Ground Lease in favor of **UT**.

The descriptions of both the 2.077-acres tract and the 5.297-acres tract are attached hereto as "**EXHIBIT "A."**"

c. The parties hereby agree that the appraised value of the **CITY** parcels is \$2,150,000, which **UT** agrees represents the true and correct fair market value of the **CATTLEMAN'S SQUARE PROPERTY**.

1.2 For and in consideration of the agreement by the **CITY** to meet the conditions set forth in this Agreement, **UT** agrees to transfer to the **CITY** the fee simple ownership of certain real property ("**HEMISFAIR PROPERTY**") consisting of approximately 5.995 acres, more or less and being out of Block 3, N.C.B. 13814 of the unrecorded subdivision plat for the Civic Center, Project No. 5, Tex. R-83 Urban Renewal Agency of the City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds and shown by a survey, both attached hereto as "**EXHIBIT B**" and incorporated herein verbatim for all purposes, valued by an appraisal at \$2,090,000, which **CITY** agrees represents the true and correct fair market value of the **HEMISFAIR PROPERTY**.

1.3. Together with the mutual agreements and obligations in this Exchange Agreement, the value of the property to be conveyed by **UT** to the **CITY** is equivalent to the value of the property to be conveyed to **UT** by the **CITY**.

ARTICLE II. CONTINGENCIES AFFECTING TRANSFER

2.1 This Contract is contingent on final approval by the City Council of City.

ARTICLE III. CLOSING AND TRANSFER

3. 1. As consideration for such transfer and conveyance of ownership of the Property, **CITY** and **UT** agree to meet the following conditions:

(1) the **CITY** and **UT** will each pay its own attorney's fees, the recording fees for the parcels each receives, the cost of surveys, if any, that each elects to obtain for the parcels each receives, and one half of any escrow or closing cost;

(2) the **CITY** or **UT** will each pay the premium for the Owner's Policy of Title Insurance for the property received by it. Either **CITY** or **UT** may choose not to purchase an Owner's Policy of Title Insurance for the property it receives, in which event the party (or both parties if applicable) choosing not to acquire a Policy of Title Insurance will however, be responsible for the payment of the applicable title commitment fees, if any, for the property it receives.

(3) Closing shall be at the offices of First American Title Insurance Company, 1919 N. W. Loop 410, San Antonio, Texas and shall occur on or before 100 days after the effective date of this Exchange Agreement on a mutually agreeable date. Time is of the essence in the fulfillment of this contract.

(4) Neither party has engaged the services of a Real Estate Broker in connection with this transaction.

(5) the Property shall be exchanged through the execution and delivery of Deeds Without Warranty, as authorized by **UT** and the City Council of **CITY**. The form of deed is attached hereto as **Exhibit C**.

3.2. The **CATTLEMAN'S SQUARE PROPERTY** shall be used by **UT** for educational purposes only for a period of 20 years after the effective date of the deed conveying the **CATTLEMAN'S SQUARE PROPERTY** to **UT**. Educational purposes shall, include, without limitation:

a. For the construction and use of classrooms, labs and other research-related uses, auxiliary enterprises such as book stores, student support services, or office or administrative facilities for **UT** or other uses in furtherance of the mission of **UT** as authorized by the **UT System Board of Regents** or the **Texas Higher Education Coordinating Board**; and

b. for parking for vehicles for faculty, staff, students and guests of **UT**.

3.3 In addition to the other covenants and conditions contained herein, for a period of ten years after the effective date of the deed conveying the **CATTLEMAN'S SQUARE PROPERTY** to **UT**, **UT** agrees that, solely during the local Fiesta celebration as it is annually observed in San Antonio, Texas, no part of the **CATTLEMAN'S SQUARE PROPERTY** shall be used for a festival, fair, party, social event or any fund raising activities of any kind except for the parking of motor vehicles.

3.4. The Conveyance and Acceptance of the **CATTLEMAN'S SQUARE PROPERTY** as well as the **HEMISFAIR PROPERTY** shall be as is, where is, with all faults. There is no warranty of fitness for any particular purpose or use.

ARTICLE IV. CONDITIONS TO CLOSING

CITY'S and **UT'S** obligations to perform hereunder are conditioned upon delivery of the following documents at the closing. If the following documents are not delivered at closing, this agreement shall be terminated and the parties shall have no further obligations hereunder.

4.1 A Parking Agreement relating to the **HEMISFAIR PROPERTY** in the form attached hereto as **Exhibit D**.

4.2 A non-exclusive ingress and egress easement in the form attached hereto as **Exhibit E**.

ARTICLE V. AGREEMENT TO COOPERATE

5.1 This Exchange Agreement has been entered into by the parties in the spirit of cooperation to enable UT to expand the UTSA Downtown Campus to continue to fulfill its mission and to enable CITY to implement its master plan for the redevelopment of HemisFair Park. The parties acknowledge that CITY, as part of that master plan, intends at some future, yet to be identified date, to redevelop the HEMISFAIR PROPERTY. The Parking Agreement described in Section 4.1 above to serve the parking needs of the Institute of Texan Cultures (ITC) will terminate at the time that CITY commences redevelopment activities on the HEMISFAIR PROPERTY. For the ongoing viability of ITC and its programs, however, ITC will continue to need parking accessible by patrons, visitors, service providers, and others. Consequently, CITY agrees to work with UT to identify alternate parking sites when the Parking Agreement terminates. Additionally, if access to ITC from Bowie Street is subsequently closed by CITY or the Texas Department of Transportation, CITY agrees to work with UT in seeking a safe and reasonable means for school buses to drop off and pick up students visiting ITC.

5.2 In addition, the parties have agreed to continue the current metering of utilities serving a portion of the HEMISFAIR PROPERTY and the adjacent ITC property and to continue the use by UT of a utility station on the HEMISFAIR PROPERTY until such time as the CITY commences redevelopment activities on the HEMISFAIR PROPERTY. At that time, the parties will cooperate to properly separate the metering of utilities and to relocate the utility station, as appropriate.

5.3 The parties acknowledge that this Exchange Agreement benefits both parties by assisting in the efforts to accommodate the orderly growth and revitalization of HemisFair Park and the neighborhood surrounding UTSA's downtown campus. In that spirit, the parties further agree to cooperate with respect to the HemisFair Park Area Master Plan, the long-term future of ITC, including the possibility of accommodating ITC's Folk Life Festival and similar programs of ITC on the HEMISFAIR PROPERTY in future years, and the revitalization of the area surrounding the UTSA Downtown Campus and expansion of the campus to fulfill its mission. The HemisFair Park Area Master Plan adopted by City Council outlines recommendations and strategies for park development, building uses, and linkages within the park and to surrounding areas and neighborhoods. The Plan identifies areas within HemisFair Park and states specific goals for future uses for the areas. Within the ITC Area of HemisFair Park, a critical comment from the public discussion centered around the lack of a visual and psychological connection between ITC and the rest of the park. To provide improved connection, the Plan recommends that surface parking lots separating ITC from the park be eliminated. Replacement parking could be accommodated by a new multi-story parking structure located at the periphery of the park and designed to minimize impact on open space. This would facilitate relocating ITC's outdoor exhibits, specifically the "Back 40" area used for living history. This would allow additional activities to engage park visitors and provide a visual connection between the ITC and the park interior. The annual Folklife Festival could expand or extend farther west into the park, thus providing another connection with the Open Space/Tower area.

The provisions of this Article V shall survive the closing of the transactions contemplated by this Exchange Agreement.

ARTICLE VI. ADDITIONAL ITEMS

6.1. This Agreement is effective upon execution by the authorized representative of both the **CITY** and **UT**.

6.2 Article headings contained in this Agreement are for purposes of identification only and shall not be considered in construing this Agreement. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

6.3 All references in this Agreement to the effective date or similar references shall be deemed to refer to the date of receipt by the Title Company of this Agreement.

6.4 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

6.5 If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held to be invalid or unenforceable; such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provisions shall not be affected thereby.

6.6 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

6.7 In addition to the acts recited in this Agreement to be performed by **CITY** and **UT**, **CITY** and **UT** agree to perform or cause to be performed at the Closing or after Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby.

6.8 This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6.9 This Agreement may not be assigned by either party without the express written consent of the other party.

6.10 Any notice, request, demand, instruction other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and may be delivered either by facsimile transmission, hand delivery or by deposit in the U.S. Mail and if mailed shall be deemed to be delivered, whether actually received or not, on the third business day after deposit in a regularly maintained official depository of the

United States mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested, at the address set forth opposite the signature of such party hereto.

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

6.12 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed the dates indicated as shown below.

The Board of Regents of the University of
Texas System

The City of San Antonio

By: _____
Florence P. Mayne
Executive Director, Real Estate Office
210 W. 6th Street
Austin, Texas 78701
Telephone: 512-499-4517
Fax: 512-499-4388
Email: fmayne@utsystem.edu

Signature: _____

Printed
Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Date: _____

Approved as to Content:

Attest:

Kerry L. Kennedy
Vice President for Business Affairs
The University of Texas at San Antonio

City Clerk

Approved as to Form:

City Attorney

EXHIBITS

- A – 2.077-acres tract and 5.297-acres tract
- B – 5.995-acres tract
- C – Form of Deed without Warranty
- D – Parking Agreement
- E – Ingress and Egress Easement

Executed copies received by the undersigned representative of First American Title Company at _____ (am)(pm) on _____, _____, 2005.

Title:

EXHIBIT "A"

FIELD NOTES OF 5.297 ACRES OF LAND IN BEXAR COUNTY, TEXAS

Being 5.297 acres of land, also being the remaining North portion of Lot 23, block 40, N.C.D. 268, as shown in a subdivision plat of Vista Verde South Unit 4A as recorded in Volume 9508, Page 199, of the Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found iron rod on the South right-of-way of Buena Vista Street for the Northwest corner of this tract, from which the Southwest point of intersection of Buena Vista Street and South Salado Street bears

North 84° 16' 19" West, a distance of 194.72 feet;

THENCE South 84° 16' 19" East, a distance of 298.35 feet along the South right-of-way of Buena Vista Street to a found iron rod for a point of curvature;

THENCE curving to the right with a radius bearing of South 06° 43' 41" West, a radius distance of 15.00 feet, a central angle of 91° 26' 22", and an arc length of 23.94 feet to a point of curvature and also being in the West right-of-way of South Frio Street;

THENCE curving to the right along the West right-of-way of South Frio Street with a radius bearing of North 82° 50' 10" West, a radius distance of 257.00 feet, a central angle of 03° 07' 08", and an arc length of 52.08 feet to a found iron rod;

THENCE South 10° 16' 55" West, a distance of 130.58 feet along the West right-of-way of South Frio Street to a found iron rod for a point of curvature;

THENCE curving to the left along the West right-of-way of South Frio Street with a radius bearing of South 79° 43' 05" East, a radius distance of 1043.00 feet, a central angle of 04° 00' 15", and an arc length of 72.89 feet to a found iron rod;

THENCE South 06° 16' 41" West, a distance of 95.99 feet along the West right-of-way of South Frio Street to a found iron rod;

THENCE North 84° 16' 19" West, a distance of 547.99 feet to a found iron rod in the East right-of-way of the Missouri Pacific Railroad;

THENCE North 06° 03' 24" East, a distance of 25.96 feet along the said railroad right-of-way to a found iron rod;

THENCE North 14° 46' 42" East, a distance of 341.64 feet along said railroad right-of-way to the POINT OF BEGINNING and containing 5.297 acres of land in Bexar County, Texas.



G. A. BOLNER & ASSOCIATES, INC.

Kevin A. Conroy
Kevin A. Conroy, A.P.S. #4198
April 14, 1989

BAKER
SURVEYING &
ENGINEERING, INC.

2250 US 281 N
Blanco, TX 78606
Phone: 830-833-2250
Toll Free: 877-833-2250
FAX: 830-833-2257

Field notes of a 2.077 acre tract of land situated in the city of San Antonio, Bexar County, Texas, being Lot 40, New City Block 300, TEX R-78 ROSA VERDE PROJECT URBAN RENEWAL AGENCY, SAN ANTONIO, TEXAS, UNIT VIII, according to a Plat of record in Volume 7600, Page 100 of the Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows: Note: All iron pins are ½" rebar with a yellow plastic cap stamped "Baker Surveying".

Beginning at an iron pin set in concrete in the west line of I. H. 35 Expressway Frontage Road at a point of curvature of a curve into the south line of Commerce Street (60.0' Right of Way) for the southernmost northeast corner of this tract.

Thence S 06° 12' 26" W. 270.44 feet with the east line of this tract and the west line of said Frontage Road to an iron pin set at the beginning of a curve into the north line of Buena Vista Street for the northernmost southeast corner of this tract.

Thence Southerly along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 89° 32' 53" a distance of 39.07 feet (Chord Bears: S 50° 58' 52" W. 35.22 feet) to an iron pin set at the end of said curve in the north line of Buena Vista Street for the southernmost southeast corner of this tract.

Thence with the south line of this tract and the north line of Buena Vista Street as follows:
N 84° 14' 41" W. 150.27 feet to an iron pin set at the beginning of a curve to the right.

Southerly along the arc of a curve to the right having a radius of 664.00 feet, a central angle of 06° 31' 20" a distance of 75.59 feet (Chord Bears: N 80° 59' 01" W. 75.55 feet) to an iron pin set at the end of said curve.

N 77° 43' 21" W. 12.21 feet to an iron pin set at the beginning of a curve to the right into the east line of Leona Street for the southernmost southwest corner of this tract.

Thence Southerly along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 83° 54' 33" a distance of 36.61 feet (Chord Bears: N 35° 46' 05" W. 33.43 feet) to an iron pin set at the end of said curve in the east line of Leona Street (57.8 feet Right of Way) for the northernmost southeast corner of this tract.

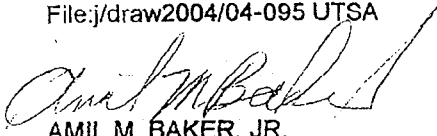
Thence N 06° 11' 12" E. 264.69 feet with the west line of this tract and the east line of Leona Street to an iron pin set in concrete at the beginning of a curve into the south line of Commerce Street for the southernmost northwest corner of this tract.

Thence southerly along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 89° 30' 46" a distance of 39.06 feet (Chord Bears: N 50° 56' 35" E. 35.20 feet) to an iron pin set in concrete at the end of said curve in the south line of Commerce for the northernmost northwest corner of this tract.

Thence S 84° 18' 02" E. 235.12 feet with the north line of this tract and the south line of Commerce Street to an iron pin set in concrete at the beginning of a curve into the west line of Leona Street for the northernmost northeast corner of this tract.

Thence southerly along the arc of a curve to the right having a radius of 25.00 feet, a central angle of $90^{\circ} 30' 28''$ a distance of 39.49 feet (Chord Bears: S $39^{\circ} 02' 48''$ E. 35.51 feet) to the place of beginning and containing 2.077 acres of land according to a survey on the ground in August of 2004 by Baker Surveying, Inc.

Job No. 04-095
Accompanying Plat Prepared
File:j/draw2004/04-095 UTSA


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

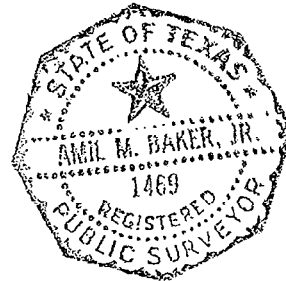


Exhibit B

BAKER

**SURVEYING &
ENGINEERING, INC.**

2250 US 281 N
Blanco, TX 78606
Phone: 830-833-2250
Toll Free: 877-833-2250
FAX: 830-833-2257

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

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

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

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

Thence with the north line of this tract as follows:

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

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

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

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

Thence with the northeast line of this tract as follows:

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

Easterly along the arc of said curve to the left having a radius of 90.00 feet and a central angle of 41° 47'

25" a distance of 65.12 feet (Chord Bears: S 77° 42' 57" E. 63.71 feet) to a 1/2" iron pin found at the end of said curve.

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

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

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

Thence with the southeast line of this tract as follows:

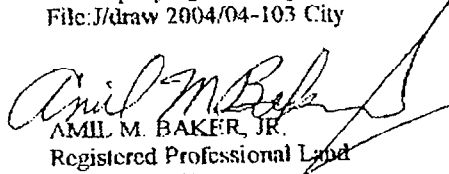
S 45° 00' 00" W. 537.48 feet to an "X" cut in Granite Brick found at an angle point.

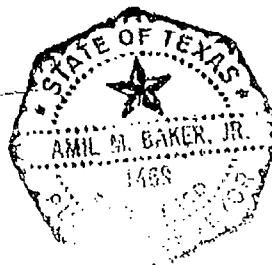
S 73° 55' 43" W. 116.68 feet to the place of beginning and containing 5.995 acres of land according to a survey on the ground in August of 2004 by Baker Surveying and Engineering, Inc.

Job No. 04-103

Accompanying Plat Prepared

File:J/draw 2004/04-103 City


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



Amil Baker Surveying, Inc.

Exhibit C

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Record and Return to:

DEED WITHOUT WARRANTY

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Effective Date: _____, 20____

Grantor:

Grantor's Mailing Address:

Grantee:

Grantee's Mailing Address (including county):

Consideration:

TEN and No/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by Grantee, the receipt and legal sufficiency of which are hereby acknowledged.

Property (including any improvements):

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to all easements, rights-of-way and prescriptive rights, whether of record or not, all presently recorded matters that affect the Property, and those items listed on the attached Exhibit A.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever, **without express or implied warranty. All warranties that might arise by common law and the warranties in § 5.023 of the Texas Property Code (or its successor) are excluded.**

GRANTOR CONVEYS THE PROPERTY TO GRANTEE "AS IS, WHERE IS" AND "WITH ANY AND ALL FAULTS." OTHER THAN THE WARRANTY OF TITLE PROVIDED HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS. By Grantee's acceptance of this conveyance, Grantee warrants that Grantee has fully inspected the Property, is fully satisfied with the same in all respects "AS IS, WHERE IS, WITH ANY AND ALL FAULTS," AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF GRANTOR. GRANTEE, BY ITS ACCEPTANCE OF THIS DEED, ACCEPTS ANY LIABILITIES OR COSTS IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

Executed on the date set forth in the acknowledgment line below, to be effective for all purposes as of the Effective Date.

By: _____

Approved as to Content:

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on the ____ day of
_____, 20____, by _____,
_____.

Notary Public in and for
The State of Texas

Exhibit A
to
EXCEPTIONS

Exhibit D

Parking Agreement

Effective Date:

Authorizing Ordinance (No. and
Date):

City: City of San Antonio, a Texas municipal corporation

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

UT: The University of Texas at San Antonio

UT's Address: 6900 N. Loop 1604 West
San Antonio, Texas 78249-0605, Attention: Vice
President for Business Affairs

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

Predicate Facts

City owns and operates the Parking Lot described above.

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

Rights and Obligations

1. Parking Rights, Payment.

1.01. City will designate 50 parking spaces in parking areas 7 and 8 of the Parking Lot (see the map attached to **Schedule 1**) for UT's sole use from 7 a.m. to 7 p.m., seven days a week. City and UT shall cooperate with respect to issuance of permits for use of the 50 parking spaces. Permit holders who park in the 50 designated spaces will not be charged by the City for parking in these 50 designated spaces. Permit holders unable to park in a designated space must pay City's normal parking rates to park elsewhere in the Parking Lot. City shall place signage marking the designated spaces and shall control access to the parking areas in which the designated spaces are located using the same means as at other City facilities.

1.02. UT must pay City a pre-paid parking fee of \$5,000 per 365 (or 366)-day period from October 1 through September 30 for the 50 designated spaces City is providing to UT. Payment of each annual parking fee is due in advance not later than October 1 of each year at City of San Antonio Public Works Department, Parking Division, 243 North Center Street, San Antonio, Bexar County, Texas 78202. Payment of the parking fee for the period from the effective date of this Parking Agreement through September 30, 2005, shall be due on the effective date of this agreement and shall be prorated. Beginning October 1, 2007, and continuing annually thereafter, City may increase the parking fee by an amount up to the lowest percentage increase that the City will implement for other parking lots owned by the City in downtown San Antonio for the applicable year. To increase the fee, City shall give UT a minimum of 30 days prior written notice.

1.03. ITC visitors may park in the Parking Lot. City will charge visitors its ordinary parking rates.

2. Buses and Delivery Vehicles.

Buses may enter the Parking Lot for free for the purpose of discharging or picking up visitors to the ITC. Buses must not park in the Parking Lot and shall discharge and pick up passengers on UT's property. Tractor-trailer and heavy duty trucks making deliveries or providing services to ITC may enter the Parking Lot for free for the purpose of accessing UT's property for deliveries and loading and unloading, but, except during the periods of exclusive use in Paragraph 4 below, must not park in the Parking Lot.

3. Folk Life Festival.

UT may exclusively use the Parking Lot once a year in connection with the annual ITC Folklife Festival for a 14-day period beginning six days before the Festival commences and ending four days after the Festival concludes. UT shall have exclusive use of the unpaved areas within the Parking Lot and access to and use of the utility station that is to the south of parking area 4 at all times during the 14-day period. UT's exclusive use of the paved parking areas within the Parking Lot shall be in accordance with the schedule of parking area usage shown on **Schedule 1** attached hereto. UT shall be permitted to use the Parking Lot, including the parking areas as identified on **Schedule 1**, during the exclusive use period for any and all purposes related to the Folklife Festival, including, without limitation, set up and tear down, deliveries, parking of supply and delivery trucks and passenger vehicles, staging, and booths, but UT shall not permit any punctures in the pavement by tent stakes, grounding rods, or otherwise. In consideration for the right of exclusive use of the parking areas, UT will pay City \$1,909 for UT's use of the Parking Lot in connection with the Folklife Festival. The \$1,909 is predicated on the assumption that festival usage of the Parking Lot will not exceed the usage set out on **Schedule 1**. If the usage does exceed what is on **Schedule 1**, the fee is \$1 a day for each space not available to City to rent for public parking.

4. Termination.

UT may terminate this agreement at any time on 60 days prior written notice. City may terminate this agreement on 365 days prior written notice when redevelopment of HemisFair Park makes the termination desirable for the City. Upon the termination date of this agreement, City shall refund to UT the prorated amount of the pre-paid parking fee.

5. Disclaimer of Condition.

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

6. Security.

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

7. City of San Antonio Ethics Code.

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

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10 percent or more of the voting stock or shares of the business entity, or (ii) 10 percent or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

7.02. UT warrants and certifies as follows:

- (i) UT and its officers, employees and agents are neither officers nor employees of the City.
- (ii) UT has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

7.03. UT acknowledges that City is relying reasonably on the above warranties and certifications.

8. Miscellaneous.

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

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

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

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

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

8.06. *Notices.* Any notice provided for or permitted hereunder shall be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof. Notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is given only upon actual receipt. Address for notice may be changed by giving notice hereunder.

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

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

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

The University of Texas at San Antonio

The City of San Antonio

By _____
Kerry L. Kennedy
Vice President for Business Affairs

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Attachments:

Exhibit A: Parking Lot
Schedule 1: Exclusive Use Time Periods for Folklife Festival

SCHEDULE 1
to
PARKING AGREEMENT

Exclusive Use Time Periods for Folklife Festival

Day	Parking Areas* to be Used Exclusively by UT	Parking Areas Available for General Parking Use by City
1	5 & 6	4, 7 & 8
2	5, 6, 7 & 8	4
3	5, 6, 7 & 8	4
4	4, 5, 6, 7 & 8	None
5	4, 5, 6, 7 & 8	None
6	4, 5, 6, 7 & 8	None
7	4, 5, 6, 7 & 8	None
8	4, 5, 6, 7 & 8	None
9	4, 5, 6, 7 & 8	None
10	4, 5, 6, 7 & 8	None
11	4, 5, 6, 7 & 8	None
12	5, 6, 7 & 8	4
13	6, 7 & 8	4 & 5
14	7 & 8	4, 5 & 6

*Parking Areas within the Parking Lot are shown on the attached map.

EXHIBIT A to PARKING AGREEMENT

BAKER
SURVEYING &
ENGINEERING, INC.2250 US 281 N
Blanco, TX 78608
Phone: 830-833-2250
Toll Free: 877-833-2250
FAX: 830-833-2257

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

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

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

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

Thence with the north line of this tract as follows:

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

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

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

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

Thence with the northeast line of this tract as follows:

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

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

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

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

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

Thence with the southeast line of this tract as follows:

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

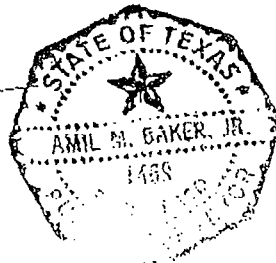
S 73° 55' 43" W, 116.68 feet to the place of beginning and containing 5.995 acres of land according to a survey on the ground in August of 2004 by Baker Surveying and Engineering, Inc.

Job No. 04-103

Accompanying Plat Prepared

File://draw 2004/04-103 City

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



Amil Baker Surveying, Inc.

SCHEDULE 1
to
PARKING AGREEMENT

Exclusive Use Time Periods for Folklife Festival

Day	Parking Areas* to be Used Exclusively by UT	Parking Areas Available for General Parking Use by City
1	5 & 6	4, 7 & 8
2	5, 6, 7 & 8	4
3	5, 6, 7 & 8	4
4	4, 5, 6, 7 & 8	None
5	4, 5, 6, 7 & 8	None
6	4, 5, 6, 7 & 8	None
7	4, 5, 6, 7 & 8	None
8	4, 5, 6, 7 & 8	None
9	4, 5, 6, 7 & 8	None
10	4, 5, 6, 7 & 8	None
11	4, 5, 6, 7 & 8	None
12	5, 6, 7 & 8	4
13	6, 7 & 8	4 & 5
14	7 & 8	4, 5 & 6

*Parking Areas within the Parking Lot are shown on the attached map.

SOUTH ALAMO

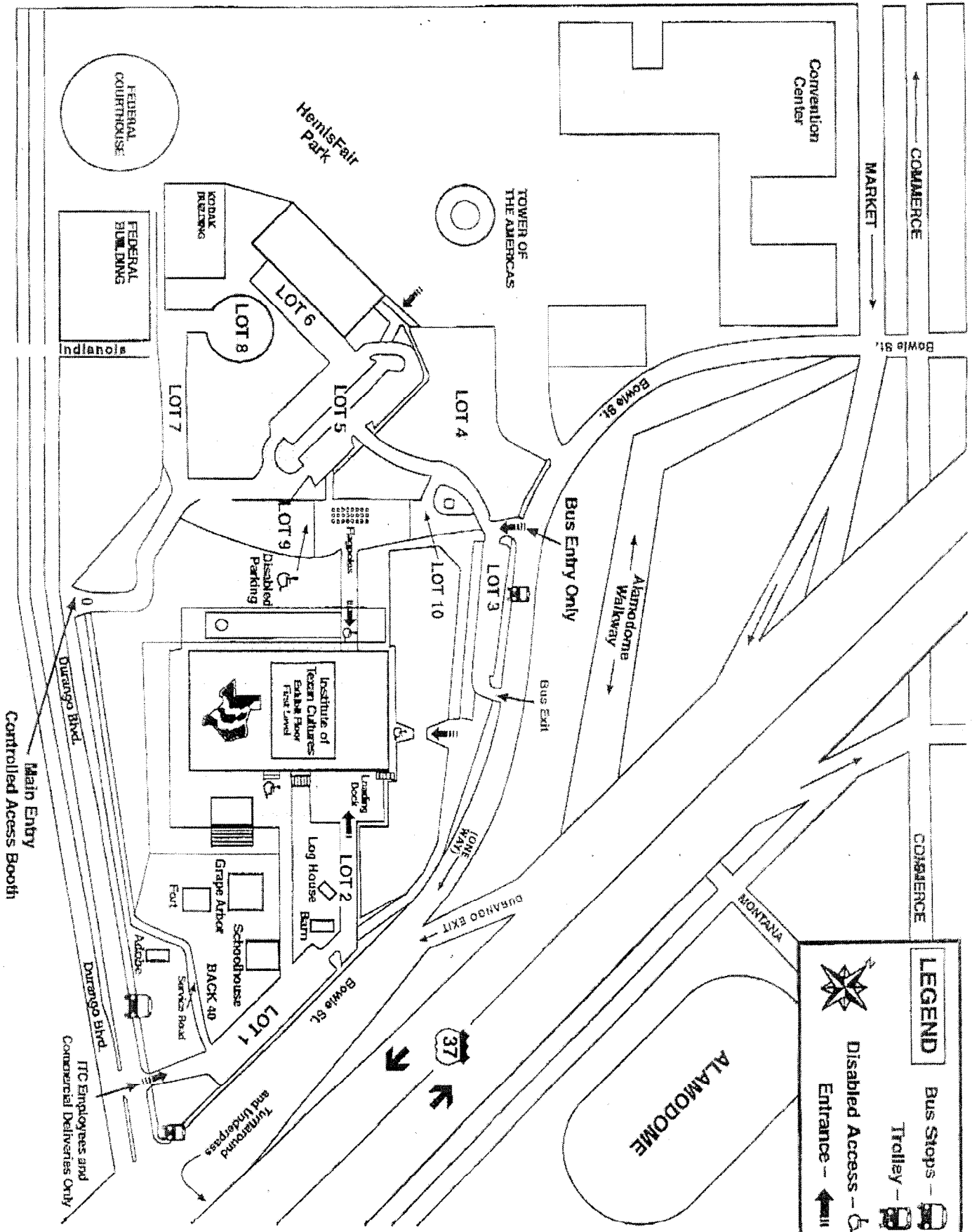


Exhibit E

Record and Return to:

City Clerk, City of San Antonio
City Hall/Military Plaza
P.O. Box 839966/2nd Floor, City Hall
San Antonio, Texas 78283-3966
Attention: Asset Management

INGRESS AND EGRESS EASEMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

EFFECTIVE DATE: _____, 20__

GRANTOR: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for the
 use and benefit of The University of Texas – San Antonio

GRANTOR'S MAILING ADDRESS: The University of Texas System
 210 W. 6th Street
 Austin, Travis County, Texas 78701
 Attention: Executive Director, Real Estate Office

GRANTEE: City of San Antonio

GRANTEE'S MAILING ADDRESS: P.O. Box 839966, San Antonio, Texas 78283-3966
 Bexar County, Texas

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

EASEMENT PROPERTY: The 0.244 of an acre parcel of land in Bexar County, Texas, more particularly described on **Exhibit A**, which is incorporated into this instrument by reference for all purposes as if it were fully set forth.

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

PURPOSE: Non-exclusive vehicular and pedestrian ingress and egress between the Dominant Estate and Durango Boulevard and use by Grantee of the existing parking booth and access gates within the Easement Property. With the prior written approval of Grantor, which shall not be unreasonably withheld, Grantee may further (1) place a sign or signs on the Easement Property displaying information related to the operation of the Dominant Estate, and (2) relocate the existing parking booth to another location on the Easement Property, provided that Grantee restores the current location of the parking booth to Grantor's reasonable satisfaction. Grantee need not remove the island at the booth's current location. For the purpose of establishing that Grantee's signage within the Easement Property is signage on Grantee's "premises," the parties agree that Grantee's use of the Easement Property is for the general purpose of

operating the Dominant Estate so that the Easement Property and the Dominant Estate may be treated as "premises" within the meaning of § 28-6 of the City Code of San Antonio, Texas.

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

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

a. Grantee covenants and agrees that, inasmuch as Grantor's remaining and adjoining property is used for educational purposes, often involving school children, the use of the Easement Property by Grantee, its employees, agents, contractors, and invitees shall place no greater burden on the Easement Property than exists as of the Effective Date of this Easement. Grantee further covenants and agrees that Grantee shall not assign, sublease or otherwise transfer the Easement or the rights granted herein to any party without Grantor's consent, which may be granted or withheld in Grantor's sole discretion. Such consent, however, shall not be required for an assignment to a subsequent owner or lessee of the Dominant Estate.

b. If Grantee at anytime notifies Grantor in writing that Grantee has permanently abandoned the Easement, then in any such event this conveyance shall be null and void and of no further force and effect as to the Easement Property or any part thereof, and the Easement Property, or any part thereof, shall absolutely revert to and revest in Grantor, its successors or assigns, without the necessity of any further act, suit, or action on the part of either Grantor or Grantee. Provided, however, that Grantee agrees in such event to execute and deliver to Grantor, its successors or assigns, a proper deed of reconveyance, duly executed and acknowledged, on the written request of Grantor. Grantee will abandon the Easement to Grantor if Grantee is able to acquire alternative ingress and egress between Durango and the side of the Dominant Estate bordering the federal building property, but only if the alternative ingress and egress is adequate, in Grantee's sole judgment, to meet Grantee's needs for ingress and egress to Durango.

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

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

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

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

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

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

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

i. Grantee will not create or permit to be created or remain, and will discharge, at Grantee's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance or charge upon the Easement Property or other property of Grantor or any part thereof or the income derived therefrom, with respect to any work or services performed or material furnished by or at the direction of Grantee. If any such liens, encumbrances or charges shall at any time be filed against the Easement Property or the other property of Grantor or any part thereof by reason of work or services performed or material furnished by or at the direction of Grantee, Grantee within thirty (30) days after the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

j. By its exercise of its rights hereunder, Grantee will not cause or permit the Easement Property, any other property of Grantor, or Grantor to be in violation of, or do anything or permit anything to be done by Grantee, its contractors, subcontractors, agents or employees that will subject the Easement Property, any other property of Grantor, or Grantor to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively call "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to Grantee's exercise of its rights hereunder. Grantee agrees to obtain any permits, licenses or similar authorizations for the Purpose by reason of any Applicable Environmental Laws that concern or result from the use of the Easement Property. Grantee will promptly notify Grantor in writing of any existing, pending or, to the best knowledge of Grantee, threatened, investigation or inquiry by any governmental authority in connection with any Applicable Environmental Laws concerning the Purpose and/or Grantee's use of the Easement Property. In connection with the Purpose, Grantee will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the Easement Property or any other property of Grantor. In connection with the Purpose, Grantee covenants and agrees to keep or cause the Easement Property and any other property of Grantor to be kept free of such hazardous substance or solid waste and to remove the same (or if removal is prohibited by law, to take whatever action is required by law) promptly

upon discovery, at Grantee's sole cost and expense, unless the release (a) predates this instrument or (b) is made by Grantor or its officers, agents, employees, contractors, or invitees.. If Grantee fails to comply with or perform any of the foregoing covenants and obligations, Grantor may (without any obligation, express or implied) remove any hazardous substance or solid waste from the Easement Property or any other property of Grantor (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action shall be reimbursed by Grantee to Grantor. Grantee grants to Grantor and its agents, employees, contractors and consultants access to the Easement Property and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste (or if removal is prohibited by law, to take whatever action is required by law). The terms "hazardous substance" and "release" as used in this Easement Agreement have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further, to the extent that any other federal or state law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

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

l. GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORIC PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. § 470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE EASEMENT PROPERTY, GRANTEE SHALL NOTIFY THE TEXAS HISTORICAL COMMISSION. AN ARCHEOLOGICAL SURVEY MIGHT BE REQUIRED BY THE COMMISSION BEFORE CONSTRUCTION OR INSTALLATION OF ANY FACILITY CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. In the event GRANTEE is required to cease work, GRANTOR shall not be liable for any costs of GRANTEE, GRANTEE'S contractors, subcontractors or any other person or entity as a result of any interruption of GRANTEE'S use of the Easement herein granted.

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

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

Grantor reserves the right to use, and to permit its agents, employees, contractors, and invitees, to use the Easement Property and the Easement to access the adjoining or nearby property of Grantor or the Dominant Estate. Grantor further reserves the right to otherwise use and enjoy the Easement Property

insofar as the exercise thereof does not endanger or interfere with the existence and maintenance of the Purpose.

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

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

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

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

GRANTOR:

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

By: _____
Name: _____
Title: _____
Office: _____
The University of Texas System

Approved as to Content:

Name: _____
Title: _____
Office: _____

GRANTEE:

City of San Antonio, a Texas municipal corporation

By: _____
Acting City Manager or Designee

Printed Name

Date: _____

Authorizing Ordinance: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2005,
by _____ of _____ of the
University of Texas System, for and on behalf of the Board of Regents of the University of Texas System, for
the use and benefit of The University of Texas _____.

Notary Public, State of Texas

(typed or printed name)
Notary commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2005 by
_____ of the City of San Antonio, for and on behalf of that
municipality.

Notary Public, State of Texas

(typed or printed name)
Notary commission expires: _____

EXHIBIT A to INGRESS AND EGRESS EASEMENT AGREEMENT



CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

11550 IH 10 West, Suite 395
San Antonio, TX 78230-1037
T: 210-641-9999 F: 210-641-6440

Job No.: S0267100

January 12, 2005

DESCRIPTION OF A 0.244 OF ONE ACRE
PARCEL OF LAND

Being 0.244 of one acre of land in New City Block, (N.C.B.) 13814, San Antonio, Bexar County, Texas, being out a 6.544 acre tract of land conveyed to the State Of Texas by deed recorded in Volume 6165, Pages 473-478, Deed and Plat Records, Bexar County, Texas, and a 6.0027 acre tract of land conveyed to the Board of Regents of the University of Texas System by deed recorded in Volume 2146, Pages 754-764, Deed and Plat Records, Bexar County, Texas, and all being out of Lot 12, Block 3, Civic Center Project No. 5 Subdivision, recorded in Volume 9518, Pages 122-126, Deed and Plat Records, Bexar County, Texas, and more particularly described by metes and bounds as follows:

COMMENCING at a Brass Monument found on the north right-of-way line of Durango Boulevard, (R.O.W. Varies ~ 144' Min.) at the southeast corner of a 3.0931 acre tract of land recorded in Volume 6949, Pages 112-117, Deed and Plat Records of Bexar County, Texas, and belonging to the United States of America;

THENCE, South 50°01'38" East, along said north right-of-way line, a distance of 38.57 feet to a 1/2" rebar with a "CEC" plastic cap set for the **POINT OF BEGINNING** and a corner of this parcel;

THENCE, crossing Lot 12, the following courses:

North 37°25'59" East, a distance of 56.12 feet, to a 1/2" rebar with a "CEC" plastic cap set at a point of curvature;

In a northwesterly direction along the arc of a curve to the left an arc length of 71.34 feet, a radius of 49.00 feet, a central angle of 83°24'52" and a chord bearing of North 04°16'27" West, and a chord of 65.20 feet to a 1/2" rebar with a "CEC" plastic cap set at a point of tangency;

North 45°58'53" West, a distance of 19.72 feet, to a 1/2" rebar with a "CEC" plastic cap set at a point of curvature;

In a northwesterly direction along the arc of a curve to the right an arc length of 103.76 feet, a radius of 129.00 feet, a central angle of 46°05'06" and a chord bearing of North 22°56'20" West, and a chord of 100.98 feet to a 1/2" rebar with a "CEC" plastic cap set at a point of tangency;

January 6, 2005

North 00°06'13" East, a distance of 45.12 feet, to a 1/2" rebar with a "CEC" plastic cap set on the southwest line of a 5.995 acre tract of land, the tract surveyed by Amil M. Baker Jr. R.P.L.S. #1469, job number 04-103, and being the northwest corner of this parcel, from which a Brass Monument found bears South 73°55'43" West at a distance of 5.58 feet at the northeast corner of the aforementioned 3.0931 acre tract;

THENCE, North 73°55'43" East, along said southwest line, a distance of 35.40 feet to a 1/2" rebar with a "CEC" plastic cap set for the northeast corner of this parcel;

THENCE, crossing said Lot 12, the following courses:

South 00°06'13" West, a distance of 54.98 feet, to a 1/2" rebar with a "CEC" plastic cap set at a point of curvature;

In a southeasterly direction along the arc of a curve to the left, an arc length of 76.41 feet, a radius of 95.00 feet, a central angle of 46°05'06" and a chord bearing of South 22°56'20" East, and a chord of 74.37 feet to a 1/2" rebar with a "CEC" plastic cap set at a point of tangency;

South 45°58'53" East, a distance of 19.72 feet, to a 1/2" rebar with a "CEC" plastic cap set at a point of curvature;

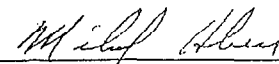
In a southeasterly direction along the arc of a curve to the right, an arc length of 120.84 feet, a radius of 83.00 feet, a central angle of 83°24'52" and a chord bearing of South 04°16'27" East, and a chord of 110.44 feet to a 1/2" rebar with a "CEC" plastic cap set at a point of tangency;

South 37°25'59" West, a distance of 56.52 feet to a 1/2" rebar with a "CEC" plastic cap set on the aforementioned north right-of-way line of Durango Boulevard for the southeast corner of this parcel;

THENCE, North 54°16'14" West, along said north right-of-way line, a distance of 14.91 feet to a "X" in concrete set for an angle point of this parcel;

THENCE, North 50°01'38" West, continuing along said north right-of-way line, a distance of 19.11 feet to the **POINT OF BEGINNING** and containing 0.244 of one acre of land, more or less.

I hereby certify that this description was prepared from a survey made on the ground by employees of Civil Engineering Consultants. There is a plat of survey with like job number. The basis of bearing recited herein is the recorded plat of "Civic Center Project No. 5 Subdivision"



Michael Haberer R.P.L.S. # 2501

LOT 12, BLOCK 3
CIVIC CENTER PROJECT NO. 5 SUBD.
(VOL. 9518, PGS. 122-126, D.P.R.)
N.C.B. 13814

5.995 ACRES
BAKER SURVEY #04-103
6.0027 ACRE TRACT CONVEYED TO THE
UNIVERSITY SYSTEM IN VOL. 2146, PGS.
754-764, O.P.R.

BRASS MON.
FOUND

BAKER SURVEY LINE

BRICK PLANTERS

DEED LINE

INSTITUTE OF TEXAN CULTURES PROPERTY
6.544 ACRES
(VOL. 6165, PGS. 473-478, D.P.R.)

INSTITUTE OF TEXAN CULTURES PROPERTY
6.542 ACRES
(VOL. 5757, PGS. 451-454, D.P.R.)

3.0931 ACRES
UNITED STATES
OF AMERICA
VOL. 6949, PGS. 112-117
D.P.R.

PROPOSED EASEMENT
0.244 OF ONE ACRE

TRANSFORMER SITE

LOT 12
BLOCK 3
N.C.B. 13814

BRASS MON.
FOUND

BEARING
REFERENCE LINE

DURANGO BOULEVARD
(R.O.W. VARIES ~ 144' MIN.)

POINT OF
BEGINNING

"X" IN CONC.
SET

SCALE: 1" = 40'

JOB NUMBER: S0267100

CURVE	LENGTH	RADIUS	CHORD	BEARING	TANGENT	DELTA
C1	71.34'	49.00'	65.20'	N 04°16'27" W	43.67'	Δ=83°24'52"
C2	103.78'	129.00'	100.98'	N 22°56'20" W	54.87'	Δ=46°05'06"
C3	78.41'	95.00'	74.37'	S 22°56'20" E	40.41'	Δ=46°05'06"
C4	120.84'	83.00'	110.44'	S 04°16'27" E	73.97'	Δ=83°24'52"

LINE	LENGTH	BEARING
L1	19.72'	N 45°58'53" W
L2	45.12'	N 00°06'13" E
L3	35.40'	N 73°55'43" E
L4	54.98'	S 00°06'13" W
L5	19.72'	S 45°58'53" E
L6	14.91'	N 54°16'14" W
L7	19.11'	N 50°01'38" W

NOTES

1. A 1/2" REBAR WITH A GCS PLASTIC CAP WAS SET AT EACH PROPERTY CORNER UNLESS NOTED OTHERWISE.
2. FIELD SURVEY COMPLETED ON JANUARY 8, 2006.
3. D.P.R. = DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS.
O.P.R. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS.

INSTITUTE OF TEXAN CULTURES
PROPERTY
6.544 ACRES
(VOL. 6165, PGS. 473-478,
D.P.R.)

CEC

CIVIL ENGINEERING CONSULTANTS
D O N D U R D E N , I N C .
11650 L.H. 10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230
P) 210.641.0990
F) 210.641.0440
Email: oco@osctexas.com

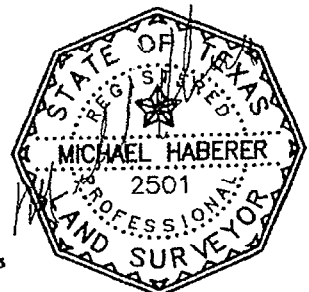


EXHIBIT B to INGRESS AND EGRESS EASEMENT AGREEMENT

BAKER

**SURVEYING &
ENGINEERING, INC.**

2250 US 281 N
Blanco, TX 78606
Phone: 830-833-2250
Toll Free: 877-833-2250
FAX: 830-833-2257

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

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

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

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

Thence with the north line of this tract as follows:

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

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

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

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

Thence with the northeast line of this tract as follows:

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

Easterly along the arc of said curve to the left having a radius of 90.00 feet and a central angle of 41° 47'

25" a distance of 65.12 feet (Chord Bears: S 77° 42' 57" E. 63.71 feet) to a 1/2" iron pin found at the end of said curve.

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

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

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

Thence with the southeast line of this tract as follows:

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

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

Job No. 04-103

Accompanying Plat Prepared

File:J/draw 2004/04-103 City

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



Amil Baker Surveying, Inc.