

AN ORDINANCE **2016-10-13-0796**

AUTHORIZING A LICENSE AGREEMENT WITH SECURITY SERVICE FEDERAL CREDIT UNION IN AN AMOUNT NOT TO EXCEED \$11,680.00 FOR ACCESS TO AIRPORT-OWNED EASEMENTS TO PROVIDE INGRESS AND EGRESS TO PROPERTY ADJACENT TO SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, Security Services Federal Credit Union (Security Services) has requested a license agreement with the City of San Antonio for access to Airport-owned easements to provide ingress and egress to Security Services' place of business at the southeast corner of the intersection of the frontage road of US Highway 281 North and Jones-Maltsberger; and

WHEREAS, Security Services will pay the City \$11,680.00 for this agreement and will be responsible for all improvements and maintenance to property within the easement; and

WHEREAS, it is now necessary to authorize the execution of a License Agreement with Security Services in an amount not to exceed \$11,680.00; **NOW THEREFORE**,

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

SECTION 1. The terms and conditions of a License Agreement with Security Services in an amount not to exceed \$11,680.00 for access to easements owned by San Antonio International Airport to provide ingress and egress to Security Services' place of business, are approved. The City Manager, or her designee, is authorized to execute the License, a copy of which, in substantially final form, is set out in **Exhibit 1**.


SECTION 2. Funds generated by this ordinance will be deposited into Fund 51001000, Internal Order 233000000004 and General Ledger 4409040.

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

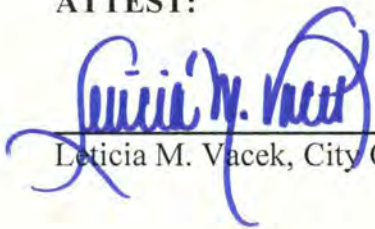
SECTION 4. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

KRH
10/13/16
Item No. 11B

PASSED and APPROVED this 13th day of October, 2016.

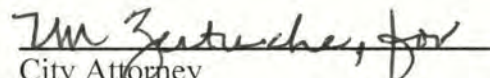

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Tom Zentgraf, City Attorney

Agenda Item:	11B (in consent vote: 4, 5, 6, 7A, 7B, 7C, 8A, 8B, 8C, 8D, 9, 10, 11A, 11B, 12, 14, 15, 16, 20, 22, 23, 24, 25, 26)						
Date:	10/13/2016						
Time:	09:20:49 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a license agreement with Security Service Federal Credit Union for access to Airport-owned easements to provide an ingress and egress to their property at the southeast corner of the intersection of the frontage road of US Highway 281 North and Jones-Maltsberger.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor	x					
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

EXHIBIT 1

License Agreement

Authorizing Ordinance: Ordinance 201__-__-__-_____

Owner: City of San Antonio, Aviation Department

Owner's Address: 9800 Airport Blvd, San Antonio, TX 78216

Requestor: Security Service Federal Credit Union, a federally chartered credit union

Requestor's Address: 16211 La Cantera Blvd., San Antonio, Texas 78256

Purpose of Access: Ingress and egress to Requestor's place of business

Subject Property: 0.0817 acres (northern portion) and 0.1045 acres (southern portion) as more particularly described in **Exhibit A** attached hereto and incorporated by reference for all purposes.

Fee: \$11,680.00

Beginning Date: The effective date of the Authorizing Ordinance

Term: Indefinite duration subject to rights of revocation and/or termination set out in this License Agreement.

1. Use. From the Beginning Date and in consideration of the above fee, Requestor and its authorized agents, representatives, customers, and invitees may enter the Subject Property initially for construction of roadways, drainage, and grade of slope on the Subject Property, and upon completion of construction, for access to Requestor's place of business and maintenance and repair of such roadways, drainage, and grade of slope. Requestor shall bear all costs of design, construction, maintenance, and repair of such roadways, drainage, and grade of slope for the duration of this License Agreement. In so doing, Requestor may employ such independent contractors as it deems necessary or convenient to accomplish the Purpose of Access. After construction of the roadways, drainage, and grade of slope is completed, Requestor must provide City, at Requestor's expense, an as-built survey of the roadways, drainage, and grade of slope, including field notes showing a 25-foot wide area centered on the center of the roadways. The field notes will then become a part of this License Agreement as if originally a part thereof and will be the definitive description of the Subject Property.

2. Noninterference.

Requestor must minimize interference with activities of airport users at San Antonio International Airport.

3. Restrictions on Use/Recording.

3.01. This License Agreement does not grant Requestor authority to use any area beyond the Subject Property.

3.02. This License Agreement grants only a privilege to use the Subject Property. City conveys no real property interest. City may enter and use the Subject Property at any time for any purpose not unreasonably interfering with the permitted Use.

3.03. After delivery of the as-built survey required above, a Memorandum of License Agreement, substantially in the form incorporated herein as **Exhibit B**, will be recorded by City in the Official Public Records of Real Property of Bexar County, Texas. Requestor is responsible for recording fees. The metes and bounds from the as-built survey will be **Exhibit A** to the Memorandum of License Agreement.

4. Expense, Compliance.

Requestor will use the Subject Property in compliance with all applicable federal, state, and local laws, rules, and regulations.

5. Indemnity.

5.01. These definitions apply to the indemnity provisions of this Contract:

5.01.01. "Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising, in whole or in part, out of acts or omissions of any person other than an Indemnitee that give rise to assertions of Indemnitee liability under this Contract, whether or not the person is a party to this License Agreement. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death. Indemnified Claims also include claims in which an Indemnitee shares liability with the Indemnitor.

5.01.02. "Indemnitees" means the City of San Antonio and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

5.01.03. "Indemnitor" means Requestor.

5.02. Indemnitor must indemnify Indemnitees, individually and collectively, from all Indemnified Claims.

5.03. If Indemnitor and one or more Indemnitees are finally adjudged to be jointly liable for Indemnified Claim, Indemnitor need not further indemnify the so-adjudged Indemnitees from liability arising from the Indemnitees' adjudicated share of liability. But despite allegations of Indemnitee negligence, Indemnitor must nevertheless defend all Indemnitees until final adjudication.

Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnitee who has been adjudged to be negligent and must continue to indemnify other Indemnitees.

5.04. There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnitees.

5.05. Indemnitor must promptly advise the City of San Antonio in writing of any Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim. Whether or not the City of San Antonio is an Indemnitee as to a particular Indemnified Claim, the City of San Antonio may require Indemnitor to replace the counsel Indemnitor has hired to defend Indemnitees. The City may also require Indemnitor to hire specific-named counsel for so long as the named counsel's hourly rates do not exceed the usual and customary charges for counsel handling sophisticated and complex litigation in the locale where the suit is pending. No such actions release or impair Indemnitor's obligations under this indemnity paragraph, including its obligation to pay for the counsel selected by City. Regardless of who selects the counsel, the counsel's clients are Indemnitees, not Indemnitor.

5.06. In addition to the indemnity required under this Contract, each Indemnitee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.

5.07. Indemnitor may not settle any Indemnified Claim without the consent of the City of San Antonio, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and (B) the proposed settlement does not contain an admission of liability or wrongdoing by any Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of San Antonio is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

5.08. Nothing in this Contract waives governmental immunity or other defenses of Indemnitees under applicable law.

5.09. If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 5% by the Indemnitees and 95% by the Indemnitor. Indemnitor need look only to the City of San Antonio for Indemnitees' 5% if the City of San Antonio is an Indemnified Party as to a particular Indemnified Claim.

6. Release of Liability.

Requestor releases Owner from any liability for injury arising from the condition or use of the Subject Property.

7. Subordination/Revocation. This License Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to take any of the Subject Property or substantially alter or destroy the commercial value of the license interest granted herein, the United States Government and/or the City shall have the right to revoke the license interest granted herein. Further, the City shall not be held liable therefor, but in such event Requestor may cancel this License Agreement upon ten (10) days' written notice to the City. Notwithstanding the foregoing, however, the City agrees that, in the event the City becomes aware of any such proposed or pending agreement or taking, the City shall utilize the City's best efforts to (i) give the maximum possible notice thereof to Requestor, and (ii) cooperate with Requestor to mitigate the impact of such agreement or taking or other government action upon Requestor, including, but not limited to, reasonably assisting Requestor in securing alternate premises, to the extent such alternate premises are available, and minimizing any disruption of or interference with Requestor's business.

8. Termination.

8.01. City may terminate this License Agreement at any time before expiration by giving Requestor 180 days written notice, but only if City Council passes a resolution finding that Requestor's use of the Subject Property has, or in the future may reasonably be expected to, interfere with City's use of the Subject Property.

8.02. Upon expiration or termination, all rights and privileges cease, and Requestor must promptly cease use of the Subject Property. City will then reimburse Requestor for the market value of the Subject Property.

8.03. Improvements or appurtenances not removed within 90 days after termination of the License Agreement, whether by expiration or otherwise, become the property of City. City may, without liability to Requestor, dispose of such property at a public or private sale, without notice to Requestor.

8.04. Requestor may terminate this License at any time by abandoning its use of the Subject Property and delivering notice to City.

8.05. If a Memorandum of License Agreement substantially in the form of **Exhibit B** is recorded in the real property records of the county in which the Subject Property is located and if the City Council does not terminate this agreement

according to the terms of this article, upon City's sale of the Subject Property, Requestor's rights under this License Agreement become an easement in gross for the purposes described in the Purpose of Use.

9. Environmental Compliance

9.01. Requestor shall comply with all environmental laws and regulations, including but not limited to environmental laws and regulations regarding the generation, storage, use, transportation and disposal of solid wastes, hazardous materials, toxic chemicals, special wastes or other contaminants and shall comply with all laws, regulations and notice requirements pertaining to releases or threatened releases of hazardous materials, toxic chemicals, special wastes or other contaminants into the environment. Requestor shall not cause or permit its employees, agents, permittees, contractors, subcontractors, concessionaires or others under Requestor's control, supervision, or employment to release (whether by way of uncapping, pouring, spilling, spraying, spreading, attaching, or otherwise) into or onto any location upon the Subject Property (including the air above, the ground and ground water thereunder and the sewer and storm water drainage systems therein) any quantity of hazardous substances (as defined or established from time to time by applicable local, state, or federal law and including, among other things, hazardous waste and any other substances that have been or may in the future be determined to be toxic, hazardous, or unsafe). To the extent any such release may exceed quantities or volumes permitted by applicable federal, Texas, or local law, Requestor shall immediately notify the Director, the Texas Commission on Environmental Quality (TCEQ) and the Local Emergency Planning Committee (LEPC) as may be required under the federal Emergency Planning And Community Right To Know Act. Requestor shall be responsible for compliance with the Emergency Planning And Community Right To Know Act if any such release occurs.

9.02. Requestor shall remedy any such release or threatened release as described above and, whether resulting from such release or otherwise, shall remove any hazardous materials, and special wastes and any other environmental contamination as are caused by Requestor on or under or upon the Subject Property, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Subject Property into compliance with all environmental laws and regulations. Such work shall be performed at Requestor's sole expense after Requestor submits to the City a written plan for completing such work. The City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The cost of such review and inspection shall be paid by Requestor. Specific cleanup levels for any environmental remediation work shall be designed to meet all of the applicable environmental laws and regulations, to the satisfaction of the appropriate regulatory agency and the City.

9.03. Except for the environmental matters not caused by Requestor, **Requestor agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents, designated management representatives**

and employees from and against any and all loss, claim, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, enforcement actions, action or cause of action, fines and penalties arising as a result of action or inaction by the Requestor, its employees, agents or contractors in connection with the release, threatened release or presence of any hazardous material, contaminants, or toxic chemicals at, on, under, over or upon the Subject Property and/or the Airport, whether foreseeable or unforeseeable, regardless of the source of such release or threatened release or when such release or threatened release or presence occurred or is discovered. The foregoing indemnity includes without limitation, all costs at law or in equity for removal, clean-up, remediation any kind and disposal of such contaminants, all resultant and associated costs of determining whether the Subject Property or the Airport is in compliance and causing the Subject Property or the Airport to be in compliance with all applicable environmental laws and regulations and all costs associated with claims for damages to persons, property or natural resources. In the event that the City is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the Subject Property or the Airport caused by the action or inaction of the Requestor, Requestor shall defend the City and indemnify and hold harmless the City its elected and appointed officials, officers, agents, designated management representatives and employees from any costs, damages, fines and penalties resulting therefrom.

9.04. In addition to any other rights of access regarding the Subject Property herein contained, the City shall have access to the Subject Property to inspect the same in order to confirm that the Requestor is using the Subject Property in accordance with all applicable environmental laws and regulations. Requestor shall, upon the Director's demand and at Requestor's sole expense, demonstrate to the Director (through such tests, professional inspections, or samplings, or otherwise as is in the Director's reasonable judgment sufficient for the purpose) that Requestor has not caused or permitted any release of hazardous substances or contaminants in excess of quantities or volumes permitted by applicable federal, state or local law. Any such tests and assessments shall be conducted by qualified independent experts chosen by Requestor and subject to the City's approval. Copies of reports from any such testing or assessments shall be provided to the City upon receipt by Requestor. Should Requestor not provide such tests, inspections, or samplings, or assessments, the City may conduct or cause to be conducted such tests, inspections, samplings and assessments and Requestor shall reimburse the City for all costs of such actions, no later than thirty (30) days following receipt by Requestor of invoices therefor. The City reserves the right to conduct any of the above actions at the Director's discretion, when in the opinion of the Director, additional or supplemental assessment is in the best interest of the City. Requestor, at the request of the City, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials the Requestor has prepared pursuant to any environmental law or regulation, which may be retained by the City or submitted to any governmental regulatory agency; provided, that such documents and materials relate to environmental regulatory compliance and are

pertinent to the Subject Property or the Airport. If any environmental law or regulation requires the Requestor to file any notice or report of a release or threatened release of regulated materials on, under or about the Subject Property or the Airport, Requestor shall promptly submit such notice or report to the appropriate governmental agency and shall simultaneously provide a copy of such report or notice to the City. In the event that any allegation, claim, demand, action or notice is made against Requestor regarding Requestor's failure or alleged failure to comply with any environmental law or regulation, Requestor immediately shall notify the City in writing and shall provide the City with copies of any such written allegations, claims, demands, notices, or actions so made.

9.05. Requestor shall not discharge or cause to be discharged any matter or substance (whether in liquid, solid, gaseous, gelatinous, or other form) into the storm water system unless expressly approved by Director and in full compliance with the City's storm water permit and applicable laws and regulations.

9.06. The parties to this License Agreement acknowledge a right and a duty in the City, exercised by the Director, to review safety and potential environmental impacts of any proposed operation, business, maintenance activity, or other activity of the Requestor as relates to the Subject Property or the Airport. To this end, the Director shall have authority to disapprove an activity of the Requestor on the basis of a risk assessment. Discretion and judgment are reserved to the Director for reason that combinations and proximity of such materials are synergistic. The Director's decision in this regard is final. The Director shall exercise such review from time to time as he or she may deem necessary for appropriate risk assessment of the Subject Property or the Airport.

10. As Is Acceptance And Condition Of Subject Property

10.01. Requestor has had full opportunity to examine the Subject Property. Except for environmental matters not caused by or reasonably discoverable by Requestor prior to the Effective Date of this License Agreement, Requestor's taking possession of the Subject Property shall be conclusive evidence of Requestor's acceptance thereof in an "AS IS" condition, and Requestor hereby accepts same in its present condition as suitable for the purpose for which leased.

10.02. Requestor agrees that no representations respecting the condition of the Subject Property and no promises to improve same, either before or after the execution hereof, have been made by City or its agents to Requestor, unless contained herein or made a part hereof by specific reference.

10.03. City is not responsible for the repair, replacement, or maintenance of any building, ground, concrete, asphalt, or any other pavement or improvement located in, on, or around the Subject Property. During the term of this License Agreement, Requestor shall be responsible for all repairs and maintenance required for the Subject Property.

11. Public Information.

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

12. Insurance.

Requestor will provide Owner a copy of the declarations page of a liability policy showing Owner as an additional insured to Requestor's liability insurance for injury to third parties in relation to the services performed on the Subject Property. The policy limits must be at least, for bodily injury, death, and property damage, \$1,000,000 per occurrence and \$2,000,000 general aggregate.

13. City of San Antonio Nondiscrimination Policy

Requestor, as a party to a contract with the City, understands and agrees to comply with the Non-Discrimination Policy of the City contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

14. Required Federal Aviation Administration Provisions

Pursuant to the Federal Aviation Administration's "Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors" guideline the City is required to include certain provisions in all of its agreements with third parties. Accordingly, the attached **Exhibit C** setting forth the required federal contract provisions are hereby being incorporated into and made a part of this License Agreement.

15. Counterparts.

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

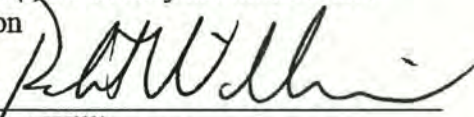
[signature page follows]

In Witness Whereof, the parties have caused their representatives to execute this License Agreement.

City of San Antonio,
a Texas municipal corporation

By: _____
City Manager

**Security Service Federal Credit
Union,** a federally chartered credit
union

By: 
Robert Williamson
Senior Vice President,
Real Estate and Development

Date: _____

Date: 8/16/16

Approved as to form:

City Attorney

Exhibit A
Legal Description and Survey of Subject Property



METES AND BOUNDS DESCRIPTION
FOR
VARIABLE WIDTH INGRESS/EGRESS EASEMENT

A 0.155 of an acre, or 6,758 square feet more or less, easement located on Lot 5, Block 1, of the San Antonio International Airport Subdivision Unit 1A recorded in Volume 9549, Page 122-125 of the Deed and Plat Records of Bexar County, Texas, in New City Block 16435 of the City of San Antonio, Bexar County, Texas. Said 0.155 of an acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

- BEGINNING:** At a set ½" iron rod with yellow cap stamped "Pape-Dawson" on the northeast right-of-way line U.S. 281 North Mcallister Freeway, a variable width right-of-way, the south corner of a 1.798 acre, Tract 1 recorded in Volume 16369, Page 1670-1672, the northwest corner of a remainder portion of a 1 acre tract recorded in Volume 8789, Page 909-911 both of the Official Public Records of Real Property of Bexar County, Texas and a west corner of said Lot 5;
- THENCE:** N 74°07'18" E, departing said northeast right-of-way line of said U.S. 281, with the southeast line of said Tract 1, and the northwest line of said Lot 5, a distance of 62.60 feet to a fence post, an angle of said Lot 5 and said Tract 1;
- THENCE:** N 66°01'48" E, with the southeast line of said Tract 1, and the northwest line of said Lot 5, a distance of 12.48 feet to a point, from which a found ½" iron rod at an angle point of said Lot 5 bears N 66°01'48" E, 308.68 feet;
- THENCE:** S 23°40'20" E, over and across said Lot 5, a distance of 117.86 feet to a point;
- THENCE:** S 14°01'41" W, continuing over and across said Lot 5, a distance of 49.83 feet to a point on the southwest line of said Lot 5, the northeast line of said remainder of a 1 acre tract;
- THENCE:** N 33°19'26" W, with the southwest line of said Lot 5, the northeast line of said remainder of a 1 acre tract, a distance of 122.06 feet to a point;

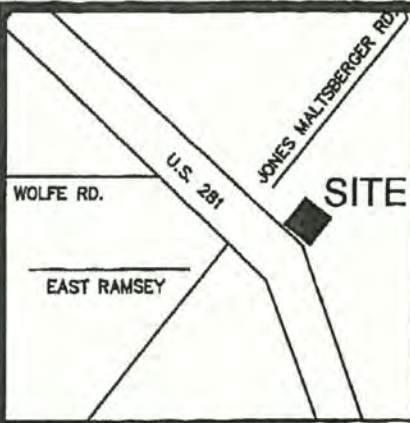
0.155 Acre
Job No.: 11034-00
Page 2 of 2

THENCE: N 50°22'26" W, continuing with the southwest line of said Lot 5, the northeast line of said remainder of a 1 acre tract, a distance of 49.50 feet to a point;

THENCE: N 72°39'41" W, continuing with the southwest line of said Lot 5, the northeast line of said remainder of a 1 acre tract, a distance of 1.75 feet to the POINT OF BEGINNING, and containing 0.155 of an acre in the City of San Antonio, Bexar County, Texas. Said easement tract being described in accordance with an exhibit prepared under job number 11034-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 6, 2016
JOB NO. 11034-00
DOC. ID. N:\CIVIL\11034-00\Word\11034-00 ESIE-0.155 AC.docx





LOCATION MAP
NOT-TO-SCALE

LEGEND:

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

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

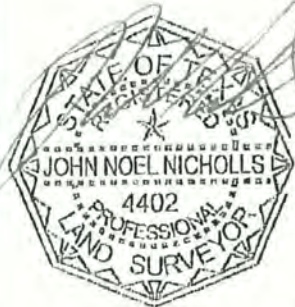
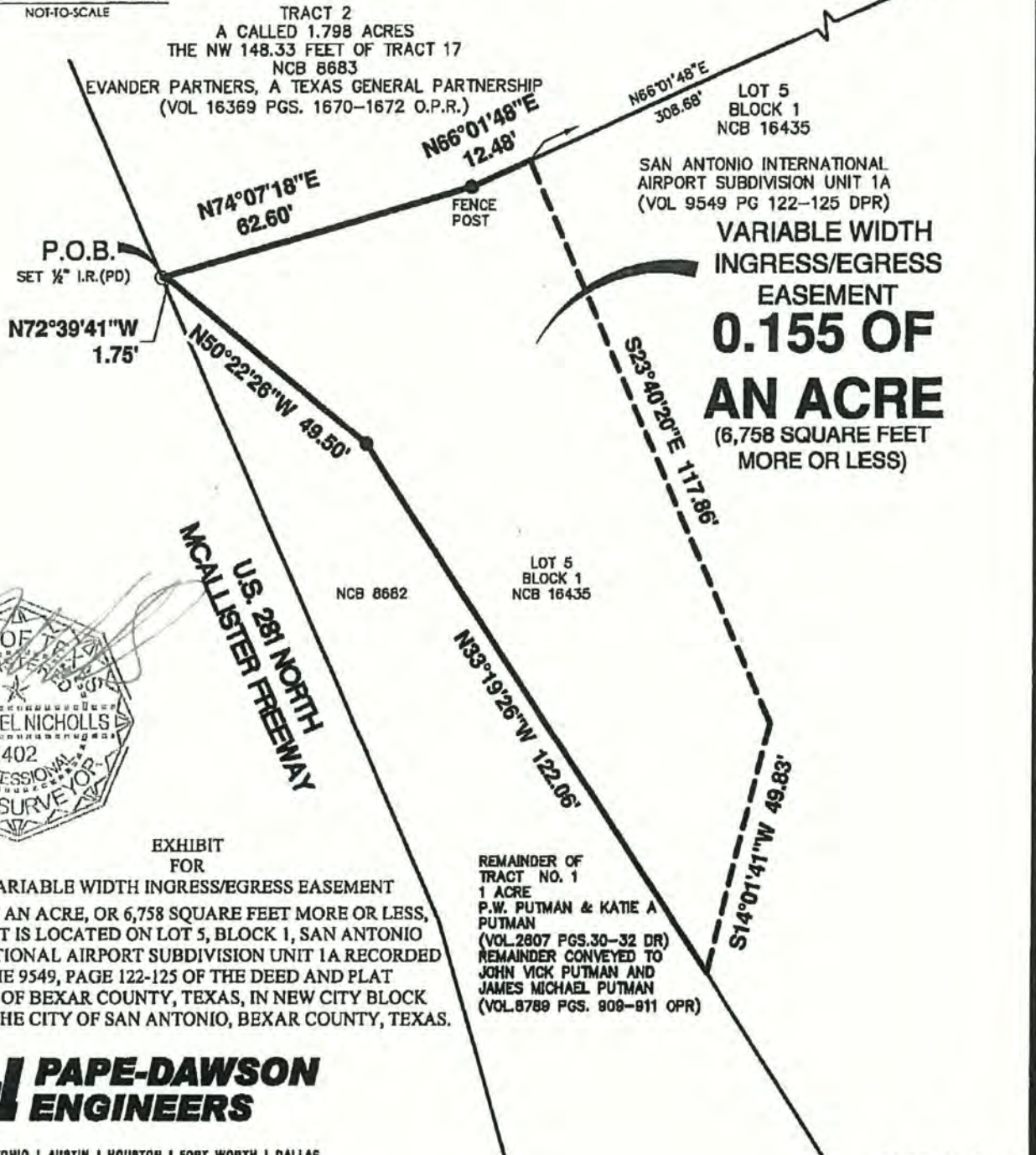
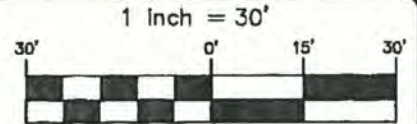


EXHIBIT FOR
VARIABLE WIDTH INGRESS/EGRESS EASEMENT
A 0.155 OF AN ACRE, OR 6,758 SQUARE FEET MORE OR LESS,
EASEMENT IS LOCATED ON LOT 5, BLOCK 1, SAN ANTONIO
INTERNATIONAL AIRPORT SUBDIVISION UNIT 1A RECORDED
IN VOLUME 9549, PAGE 122-125 OF THE DEED AND PLAT
RECORDS OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK
16435 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.876.9800
TBPB FIRM REGISTRATION #470 | TDLB FIRM REGISTRATION #10028900

Date: Jul 06, 2016, 9:15am User ID: Mfhdmsa
File: N:\CIVIL\11034-00\11034-00 ESSE.dwg

JULY 6, 2016

JOB No.:

SHEET 1 OF 1

11034-00

REF.: 7401-00



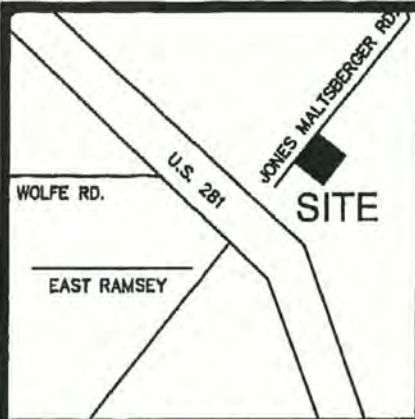
**METES AND BOUNDS DESCRIPTION
FOR
VARIABLE WIDTH INGRESS/EGRESS EASEMENT**

A 0.123 of an acre, or 5,362 square feet more or less, easement is located on Lot 5, Block 1, of the San Antonio International Airport Subdivision Unit 1A recorded in Volume 9549, Page 122-125 of the Deed and Plat Records of Bexar County, Texas, in New City Block 16435 of the City of San Antonio, Bexar County, Texas. Said 0.123 of an acre easement tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

- BEGINNING:** At a found Mag nail and washer stamped "Pape-Dawson" on the east right-of-way line of Jones Maltzberger Road, a variable width right-of-way, the northwest corner of a 1.798 acre tract recorded in Volume 16369, Page 1670-1672 of the Official Public Records of Bexar County, Texas and the southwest corner of said Lot 5;
- THENCE:** N 06°00'57" E, with the east right-of-way line of said Jones Maltzberger Road, the west line of said Lot 5, a distance of 96.53 feet to a point, from which a found monument with brass plate stamped "11-15" at an angle of said Lot 5 bears N 06°00'57" E, 914.78 feet;
- THENCE:** Departing the east right-of-way line of said Jones Maltzberger Road, over and across said Lot 5 the following bearings and distances:
 - S 83°59'03" E, a distance of 43.56 feet to a point;
 - S 29°39'24" E, a distance of 31.16 feet to a point;
 - S 15°17'49" W, a distance of 74.12 feet to a point on the south line of said Lot 5, the north line of said 1.798 acre tract;
- THENCE:** N 81°45'22" W, with the north line of said 1.798 acre tract, the south line of said Lot 5, a distance of 49.81 feet to the POINT OF BEGINNING, and containing 0.123 of an acre in the City of San Antonio, Bexar County, Texas. Said easement tract being described in accordance with an exhibit prepared under job number 11034-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 6, 2016
JOB NO. 11034-00
DOC. ID. N:\CIVIL\11034-00\Word\11034-00 ESIE-0.123 AC.docx





LOCATION MAP

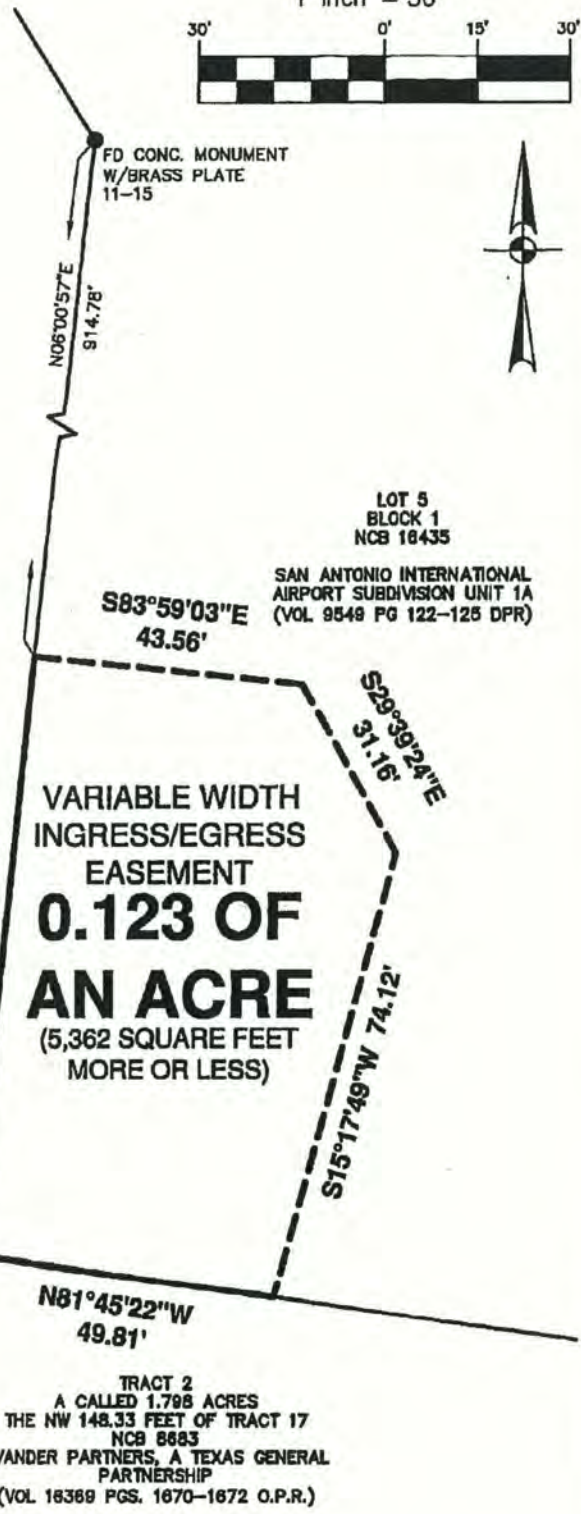
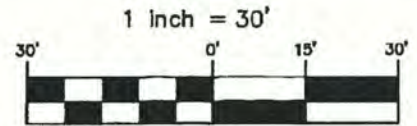
NOT-TO-SCALE

LEGEND:

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

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



JONES MALTSBERGER ROAD
 RIGHT OF WAY VARIES
 NOMINAL 60-FOOT
 30-FT PAVEMENT - TWO WAY TRAFFIC

LOT 5
BLOCK 1
NCB 16435

SAN ANTONIO INTERNATIONAL
AIRPORT SUBDIVISION UNIT 1A
(VOL 9549 PG 122-125 DPR)

VARIABLE WIDTH
INGRESS/EGRESS
EASEMENT
**0.123 OF
AN ACRE**
(5,362 SQUARE FEET
MORE OR LESS)

P.O.B.

FD. MAG NAIL & WASHER (PD)

TRACT 2
A CALLED 1.798 ACRES
THE NW 148.33 FEET OF TRACT 17
NCB 8883
EVANDER PARTNERS, A TEXAS GENERAL
PARTNERSHIP
(VOL 16368 PGS. 1670-1672 O.P.R.)

EXHIBIT
FOR

VARIABLE WIDTH INGRESS/EGRESS EASEMENT
A 0.123 OF AN ACRE, OR 5,362 SQUARE FEET MORE OR LESS,
EASEMENT IS LOCATED ON LOT 5, BLOCK 1, SAN ANTONIO
INTERNATIONAL AIRPORT SUBDIVISION UNIT 1A RECORDED
IN VOLUME 9549, PAGE 122-125 OF THE DEED AND PLAT
RECORDS OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK
16435 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.



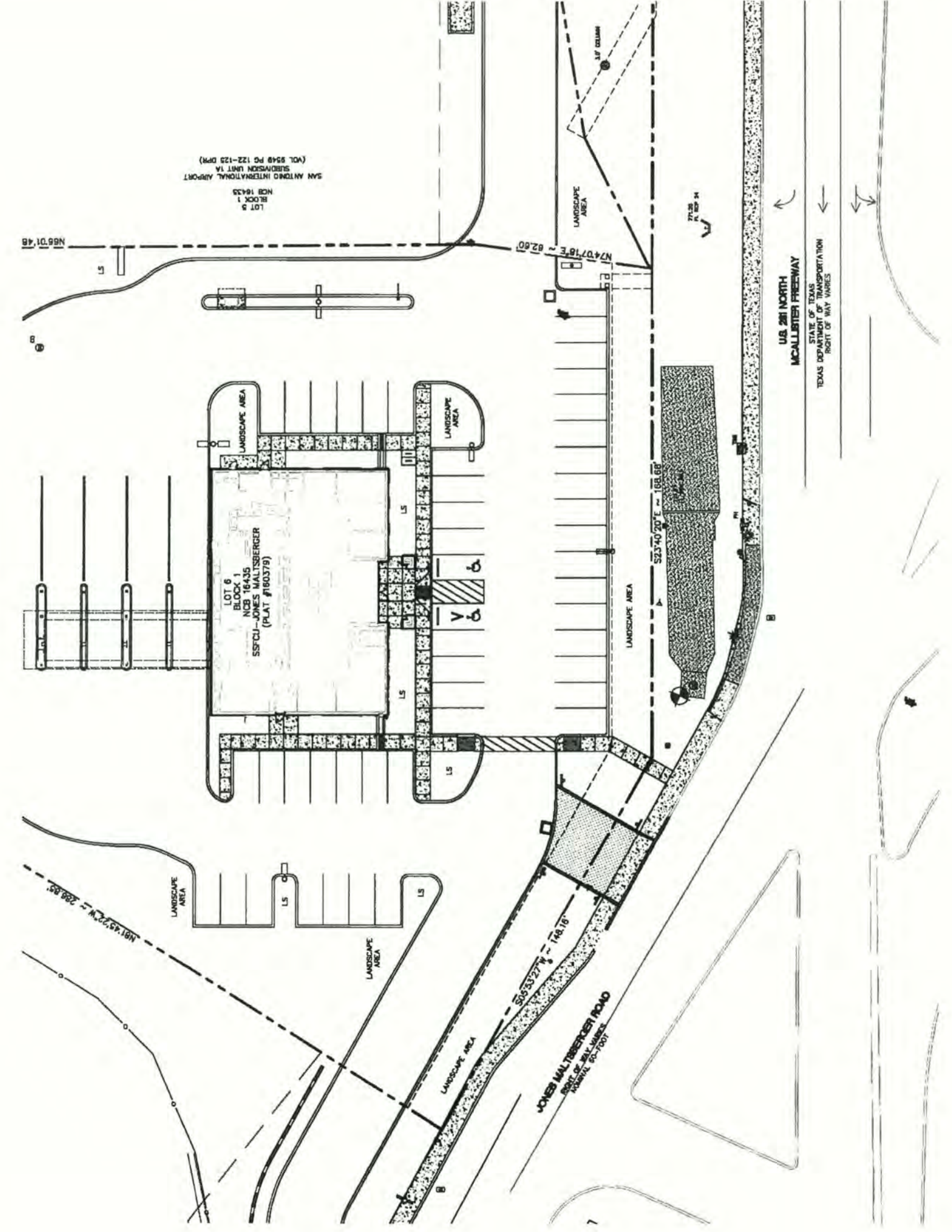
**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78218 | 210.378.8000
TSPB FIRM REGISTRATION #470 | TSPS FIRM REGISTRATION #10028600

SHEET 1 OF 1

JULY 6, 2016

JOB No.: 11034-00



LOT 6
BLOCK 1
NCB 16435
SSFCU-JONES MALTSBERGER
(PLAT #180379)

SAN ANTONIO INTERNATIONAL AIRPORT
SUBDIVISION UNIT 1A
(VOL. 9549 PG 122-123 DPM)
BLOCK 1
NCB 16435
LOT 3

LOT 6
BLOCK 1
NCB 16435
SSFCU-JONES MALTSBERGER
(PLAT #180379)

JONES MALTSBERGER ROAD
RIGHT OF WAY MARKS
SECTION 95-7001

U.S. 281 NORTH
MCCALLISTER FREEWAY

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MARKS

Exhibit B

Recordable Memorandum of License Agreement

Effective Date: The effective date of the Authorizing Ordinance

**Authorizing
Ordinance:** _____

City: City of San Antonio

City's Address: 9800 Airport Boulevard, San Antonio, Texas 78216
(Attention: Aviation Director)

Requestor: Security Service Federal Credit Union,
A federally chartered credit union

Requestor's Address: 16211 La Cantera Blvd., San Antonio, Texas 78256

Subject Property: The areas designated on **Exhibit A**, Subject Property,
attached hereto:

Purpose of Access: Ingress and egress to Requestor's place of business

City has given permission to Requestor according to the Purpose of Access to the Subject Property according to the terms of a License Agreement effective as of the Effective Date. The terms and conditions of the permission may be ascertained by referring to the License Agreement.

This memorandum is executed and recorded under paragraph 3.03 of the License Agreement.

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

City:

City of San Antonio,
a Texas municipal corporation

By: _____

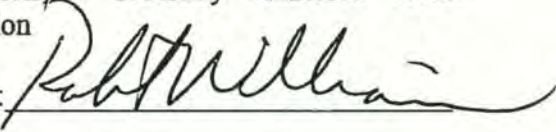
Printed
Name: _____

Title: _____

Date: _____

Requestor:

**Security Service Federal Credit
Union,** a federally chartered credit
union

By: 

Printed
Name: Robert Williamson

Title: SVP

Date: 8/16/16

Attest:

City Clerk

Approved As To Form:

City Attorney

THE STATE OF TEXAS §

COUNTY OF BEXAR §

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

Notary Public, State of Texas

My Commission expires: _____

THE STATE OF Texas §

COUNTY OF Bexar §

This instrument was acknowledged before me on this date by Robert Williamson of Security Service Federal Credit Union, a federally chartered credit union, in the capacity therein stated and on behalf of that entity.



Sara L. Ganser
Notary Public, State of Texas

My Commission expires: 1/15/2020

Exhibit C

Required Federal Contract Provisions

As used in this Exhibit, the terms “contractor” or “Contractor” shall refer to “Requestor”.

I. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes Lessees) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s

obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-

discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 et seq).

IV. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

V. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VI. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor’s policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.