

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.**

AN ORDINANCE

**AUTHORIZING THE EXECUTION OF A JOINT USE AGREEMENT
AND A TEMPORARY CONSTRUCTION EASEMENT WITH THE SAN
ANTONIO RIVER AUTHORITY FOR CONSTRUCTION OF A WATER
LINE AND LIFT STATION NECESSARY FOR THE SAN PEDRO
CREEK IMPROVEMENTS PROJECT LOCATED IN COUNCIL
DISTRICT 1; AND WAIVING ASSOCIATED FEES.**

* * * * *

WHEREAS, a cooperative agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project (the “Project”) was approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014; and

WHEREAS, in order to complete the Project the San Antonio River Authority is required to acquire or coordinate between parties various property interests adjacent or near San Pedro Creek; and

WHEREAS, approval of this request will result in the development of improvements along and near the San Pedro Creek that will create a world class experience for residents and visitors of San Antonio; and

WHEREAS, upon completion, the San Pedro Creek Improvements Project is expected to enhance containment of the 100-year floodplain, restore and improve water quality, reconnect people to a storied and historic natural resource, catalyze economic growth, and drive revitalization efforts that progress the social and economic well-being of the San Antonio community; **NOW THEREFORE**,

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

SECTION 1. The City Council finds that the San Pedro Creek Improvements Project serves a public purpose and will provide public use and benefit for the citizens of San Antonio upon completion. Therefore, the City Manager and her designee, severally, are authorized and directed to execute and deliver to San Antonio River Authority a joint use agreement and temporary construction easement substantially in the form shown in **Attachment II** for the area described in **Attachment I**. The City Manager and her designee, jointly and severally, are authorized to take all additional actions reasonably necessary or convenient to effectuate this transaction, including executing and delivering all instruments and agreements conducive to effectuating the transaction.

SECTION 2. All fees associated with this joint use agreement and temporary construction easement are waived.

SECTION 3. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

SECTION 4. 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 5. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulation contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 6. This Ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this ____ day of September, 2017.

M A Y O R
Ron Nirenberg

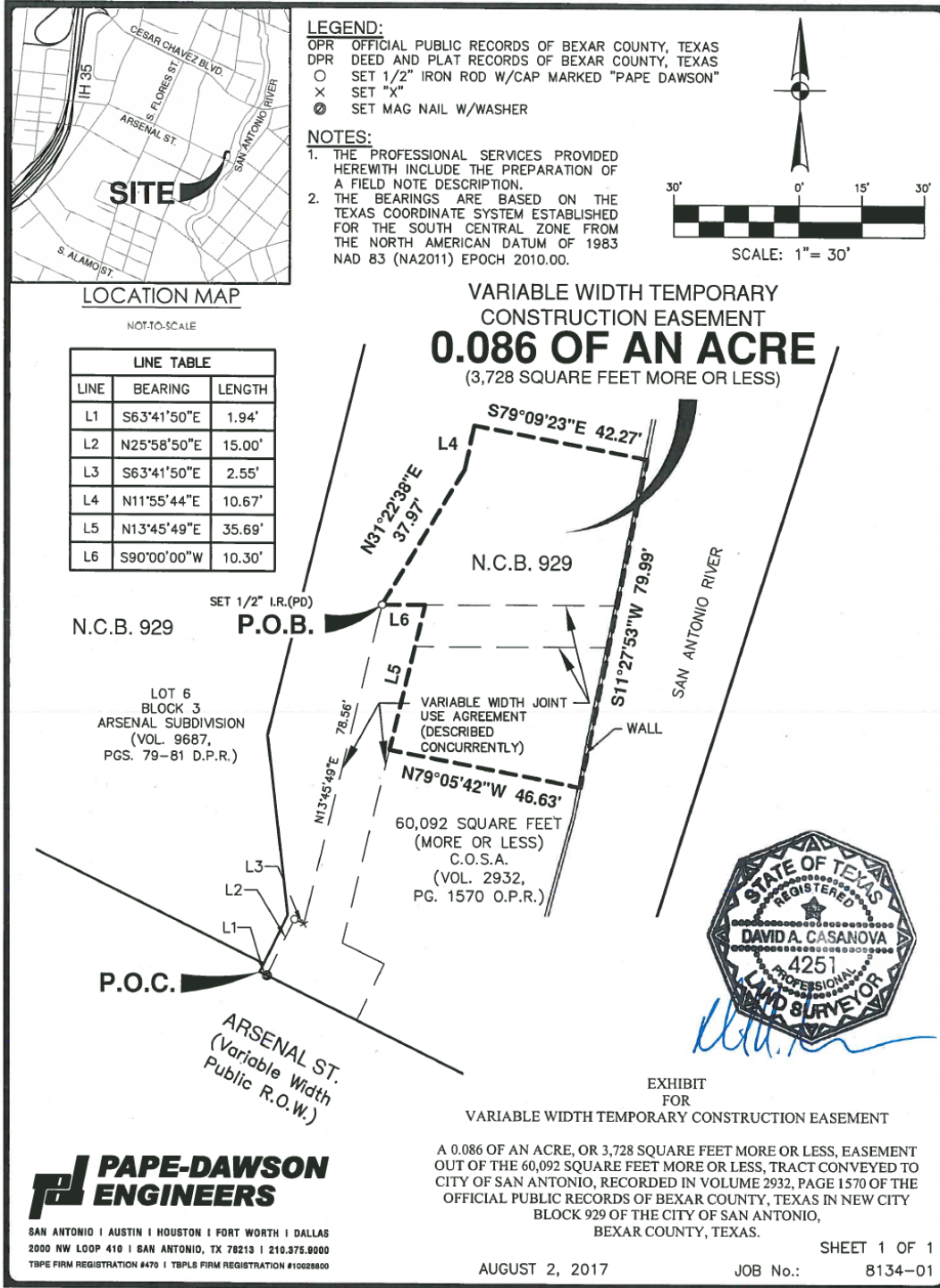
ATTEST:

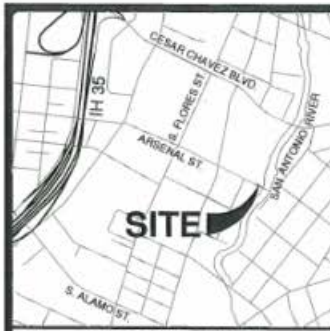
APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

Attachment I





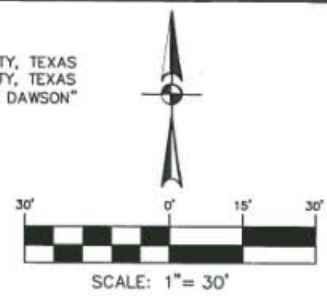
LOCATION MAP

NOT-TO SCALE

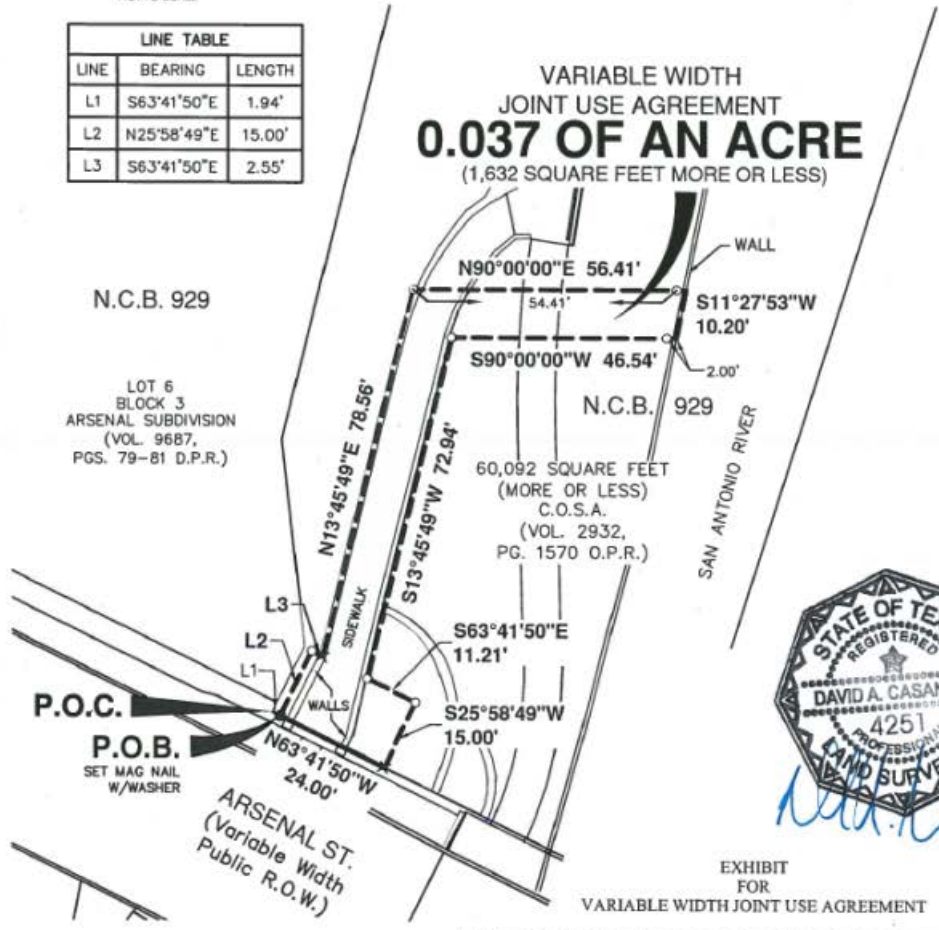
LINE TABLE		
LINE	BEARING	LENGTH
L1	S63°41'50"E	1.94'
L2	N25°58'49"E	15.00'
L3	S63°41'50"E	2.55'

LEGEND:
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 ○ SET 1/2" IRON ROD W/CAP MARKED "PAPE DAWSON"
 X SET "X"
 ⊙ SET MAG NAIL W/WASHER

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.



VARIABLE WIDTH
 JOINT USE AGREEMENT
0.037 OF AN ACRE
 (1,632 SQUARE FEET MORE OR LESS)



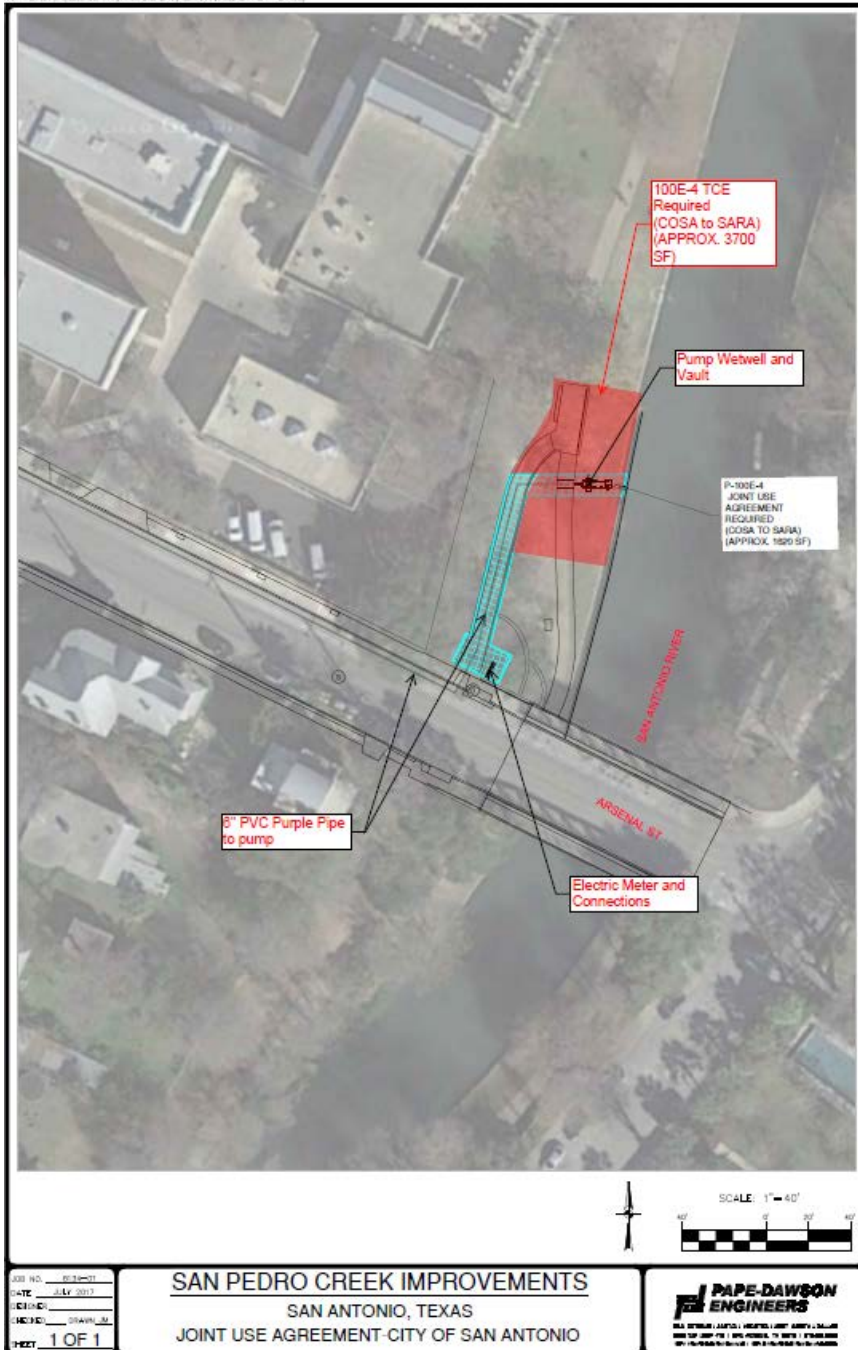
PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TSPS FIRM REGISTRATION #470 | TSPS FIRM REGISTRATION #10028806

EXHIBIT FOR
 VARIABLE WIDTH JOINT USE AGREEMENT

A 0.037 OF AN ACRE, OR 1,632 SQUARE FEET MORE OR LESS, JOINT USE AGREEMENT TRACT OUT OF THE 60,092 SQUARE FEET MORE OR LESS, TRACT CONVEYED TO CITY OF SAN ANTONIO, RECORDED IN VOLUME 2932, PAGE 1570 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS IN NEW CITY BLOCK 929 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

File: N:\VITAL\8134-01 San Pedro Creek\2017 Esquemas\813401 0.037 AC_AJA.dwg



Attachment II

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

State of Texas §
 § **Know All By These Presents:**
County of Bexar §

Temporary Construction Easement

Authorizing Ordinance: 2017-09-21-0000

Grantor: City of San Antonio, a Texas Municipal Corporation

Grantor's Address: City Hall, P.O. Box 839966, San Antonio, Texas 3966
(Attention: Director, Transportation and Capital Improvements Department)

Grantee San Antonio River Authority, a political subdivision of the State of Texas

Grantee's Address: 100 E. Guenther Street, San Antonio, Texas 78204

Purpose of Easement: Temporary easement for the construction of the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "Project"), and associated ingress and egress. Such San Pedro Creek Improvements Project includes the construction of a water line and lift station that will circulate water from the San Antonio River to upstream of the tunnel outfall at Guadalupe Street and San Pedro Creek during times of low flow, and for irrigation purposes.

Easement Property: An approximately 3,728 square foot tract of land adjacent to the San Antonio River (out of the 60,092 square feet more or less conveyed to the City of San

Antonio, recorded in Volume 2932, Page 1570 of the Official Public Records of Bexar County, Texas, in New City Block 929 of the City of San Antonio, Bexar County, Texas) as described and shown on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

Term: This easement begins September 21, 2017 and expires December 31, 2017.

Grantor grants, dedicates, and conveys to Grantee, for and in consideration of the benefits accruing to Grantors a temporary construction easement over, across, under and upon the Servient Estate. The easement may be used only for the Purpose of Easement stated above and does not grant authority to use any area beyond the Premises. This easement is non-exclusive and limited to the stated Term. Grantor reserves the right to develop the Easement Property in any manner that Grantor may deem prudent or expedient which does not interfere with the easement purpose.

This easement is granted upon the following conditions:

- (a.) Grantor's use, operations and public services on Grantor's property outside of the Easement Property must not be interrupted and the Easement Property must be restored to its original condition, or better, upon any work by Grantee being completed.
- (b.) Grantor shall immediately remove any materials or use which block access to other parts of the San Antonio River outside of the Easement Property upon written notice from Grantor. Should Grantee not remove such materials or use within 5 days, Grantor may revoke this easement by filing notice of such in the Bexar County property records.
- (c.) Grantee releases Grantor from any and all liabilities which may be incurred in connection with this request and agrees to hold Grantor harmless from and against any and all liens and any other loss, damage or liability which Grantor may incur in the granting this easement.
- (d.) Grantee shall add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Grantee related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Grantee.

This easement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, mortgagees, successors and assigns. Additionally, this easement shall be interpreted and construed in accordance with the laws of the State of Texas.

To Have and To Hold the above described easement and rights unto Grantee, its successors and

AZJ
09/____/17
Item No. _____

assigns, until this easement expires.

Witness my hand, this _____ day of _____, 2017.

Grantor:

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Grantee:

San Antonio River Authority, a political subdivision of the State of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

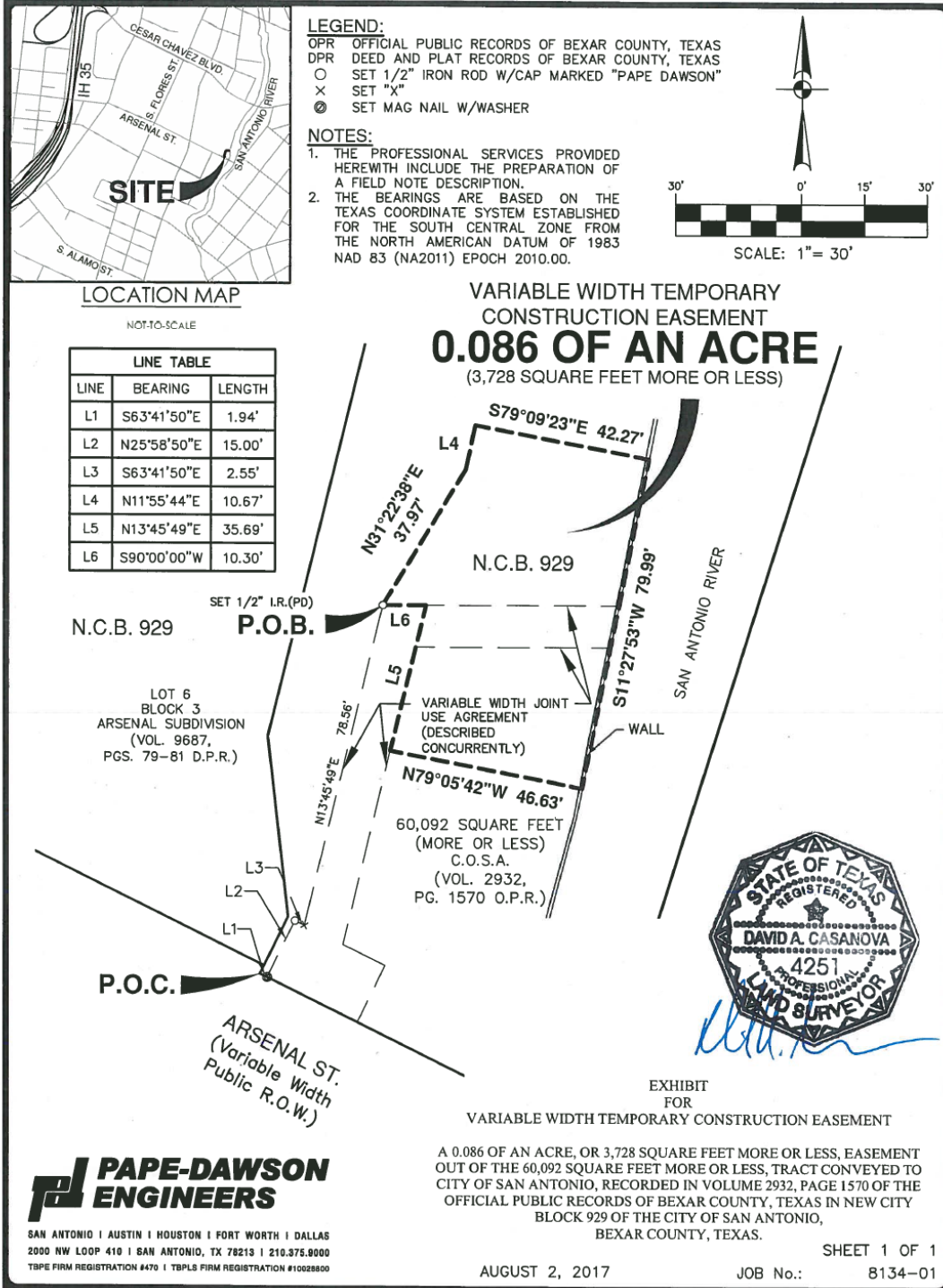
Attest:

City Clerk

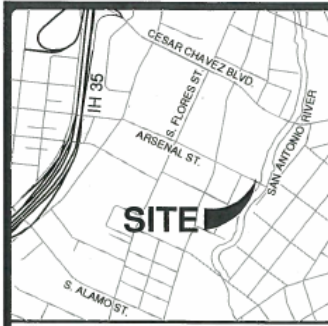
Approved As To Form:

City Attorney

EXHIBIT A



File: H:\CVIL\8134-01 San Pedro Creek\2017 Easements\813401_0.086 AC TCE.dwg



LOCATION MAP

NOT-TO SCALE

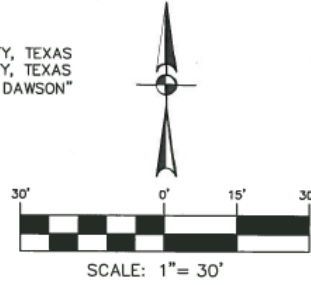
LINE TABLE		
LINE	BEARING	LENGTH
L1	S63°41'50"E	1.94'
L2	N25°58'49"E	15.00'
L3	S63°41'50"E	2.55'

LEGEND:

- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- SET 1/2" IRON ROD W/CAP MARKED "PAPE DAWSON"
- × SET "X"
- ⊙ SET MAG NAIL W/WASHER

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.



VARIABLE WIDTH
JOINT USE AGREEMENT
0.037 OF AN ACRE
(1,632 SQUARE FEET MORE OR LESS)

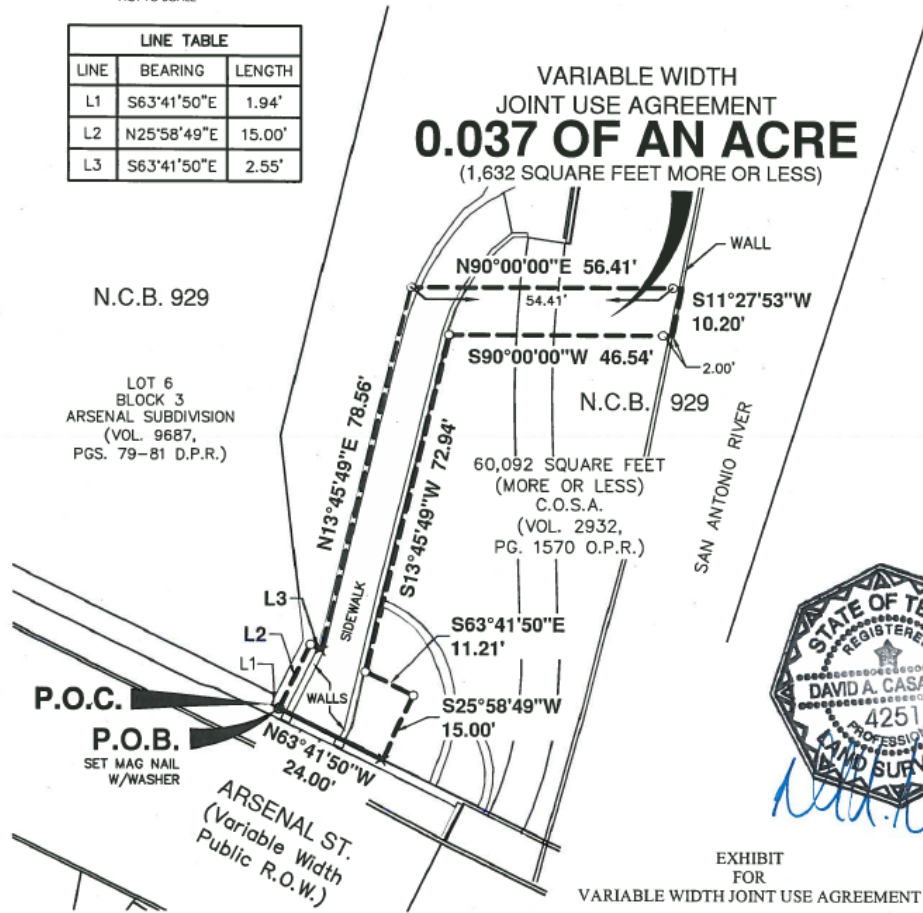


EXHIBIT FOR VARIABLE WIDTH JOINT USE AGREEMENT

A 0.037 OF AN ACRE, OR 1,632 SQUARE FEET MORE OR LESS, JOINT USE AGREEMENT TRACT OUT OF THE 60,092 SQUARE FEET MORE OR LESS, TRACT CONVEYED TO CITY OF SAN ANTONIO, RECORDED IN VOLUME 2932, PAGE 1570 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS IN NEW CITY BLOCK 929 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

PAPE-DAWSON ENGINEERS

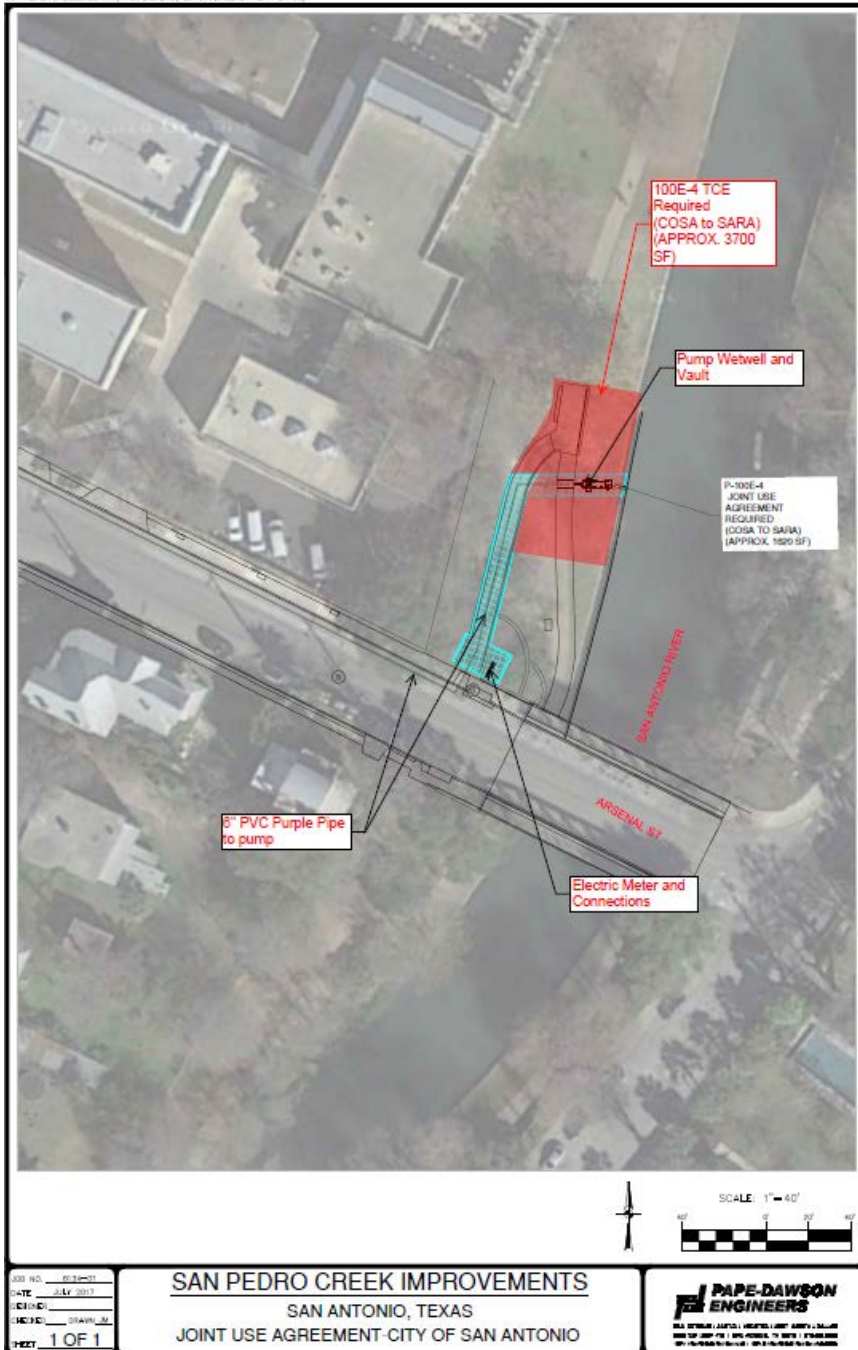
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.8000
TBPB FIRM REGISTRATION #470 | TPLS FIRM REGISTRATION #10628800

AUGUST 2, 2017

JOB No.: 8134-01

SHEET 1 OF 1

File: N:\QVAL\8134-01 San Pedro Creek\2017 Easements\813401_0.037_AC_JUA.dwg



**Joint Use Agreement
(Arsenal Lift Station - San Pedro Creek Improvements Project)**

Table of Contents

1. Pertinent Information.....	13
2. Permission.....	14
3. Restrictions on Use/Recording.....	15
4. Construction, Maintenance, and Operations.....	15
5. Indemnity.....	15
6. Insurance.....	15
7. Termination.....	16
11. Dispute Resolution.....	16
12. Miscellaneous Provisions.....	17
13. Public Information.....	19
Exhibit A.....	21

1. Pertinent Information.

Authorizing Ordinance: 2017-09-21-0000

City: City of San Antonio, a Texas Municipal Corporation

City's Address: City Hall, P.O. Box 839966, San Antonio, Texas 3966
(Attention: Director, Transportation and Capital
Improvements Department)

Joint User: San Antonio River Authority, a political subdivision of the
State of Texas

Joint User's Address: 100 E. Guenther Street, San Antonio, Texas 78204

Term: Indefinite duration subject to rights of termination set out
in this agreement.

Premises: A 1,632 square foot tract of land adjacent to the San
Antonio River (out of the 60,092 square feet more or less
conveyed to the City of San Antonio, recorded in Volume
2932, Page 1570 of the Official Public Records of Bexar
County, Texas, in New City Block 929 of the City of San
Antonio, Bexar County, Texas) as described and shown on
Exhibit A, which is incorporated herein by reference for all
purposes as if fully set forth.

Scope of Permission: Construction, reconstruction, realignment, inspection,
patrol, repair, addition, removal, replacement, maintenance,

and operation the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "Project"), but only as it bears upon the rights City holds in the Premises. Such San Pedro Creek Improvements Project includes the construction of a water line and lift station that will circulate water from the San Antonio River to upstream of the tunnel outfall at Guadalupe Street and San Pedro Creek during times of low flow, and for irrigation purposes.

Fee: The mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged.

2. Permission.

2.01. City acknowledges that Joint User's activities, if within the Scope of Permission and conforming to the terms and conditions of this agreement, do not unreasonably interfere with City's rights in the Premises ("Permission"). The Permission is non-exclusive and limited to the stated Term. This instrument does not create an easement, but only a revocable license defined by the terms of this instrument. The permission granted by this instrument is subordinate to all existing uses of the area of which the Premises are a part, and Joint User must not interfere with any such uses. A condition of the granting of this permission is the agreement of Joint User to add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Joint User related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Joint User.

2.02. In determining placement of the Project, Joint User must coordinate with City and place the Project only in a mutually agreeable location.

2.03. City does not guarantee title to or exclusive rights in the Premises. Joint User deals with City regarding the Premises at Joint User's risk regarding title matters. **The Permission granted by this instrument bears only upon such rights as City may have in the Premises. Persons other than City may have rights in some or all of the Premises. City does not give permission to trespass on or otherwise affect or impair other's rights.**

2.04. **Joint User must ascertain all rights affected by the Scope of Use and obtain consent from all holders of such rights (Owners). As a condition to the Permission, Joint User must obtain the written consent of all Owners.**

2.05. Except for drainage-related, park related, or San Antonio River care and maintenance related items, City will not construct permanent improvements over the Premises that would unreasonably interfere with Joint User's use within the Scope of Permission. City

makes no representation what other property interest holders may do, and Joint User is free to seek such assurances as it may desire from other property interest holders.

2.06. This Permission does not exempt Joint User from rules of general applicability that govern activities within the Scope of Permission or from getting permits required generally for activities Joint User will be conducting within the Scope of Permission.

3. Restrictions on Use/Recording.

3.01. This Permission does not grant Joint User authority to use any area beyond the Premises.

3.02. This Permission grants only a privilege to use the Premises and is revocable by City. City conveys no real property interest. City may enter and use the Premises at any time for any purpose not unreasonably interfering with the permitted use.

4. Construction, Maintenance, and Operations.

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

4.02. **No Liability.** City assumes no liability or expense under this instrument. City is not liable to Joint User or otherwise for damage to the Premises arising from or related to activities of City in the vicinity.

4.03. **Relocation.** If City's needs require relocation, maintenance, or adjustment in the Premises or improvements by Joint User thereto, the relocation, maintenance, or adjustments will be at Joint User's sole cost and expense. Relocation must be reflected by a revised metes and bounds defining the Premises prepared at the expense of Joint User.

4.04. **Installation and Maintenance.** Joint User must maintain all improvements constructed or installed by Joint User. In so doing, Joint User must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations. Without limiting the foregoing, Joint User must assure that nothing it does causes the Premises to fail to comply with any aspect of the Unified Development Code relating to drainage.

4.05. **No Power to Bind.** Joint User cannot bind or permit another to bind City for payment of money or for any other obligation.

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

5. Indemnity.

As governmental entities, City and Joint User cannot indemnify another entity.

6. Insurance.

Joint User is self-insured.

7. Termination.

7.01. City may terminate this Permission at any time before expiration by giving Joint User 180 days written notice, but only if City Council passes a resolution finding that Joint User's use of the Premises has, or in the future may reasonably be expected to, interfere with the City's use of the Premises. If City's rights in the Premises terminate through conveyance or otherwise, Joint User's rights likewise terminate.

7.02. It is an event of default entitling City to terminate on 30 days' notice if Joint User trespasses on the interests of other holders of property interests in the Premises.

7.03. Joint User may terminate this License at any time by abandoning its use of the Premises and delivering notice to City.

7.04. Upon expiration or termination, all rights and privileges immediately cease, and Joint User must immediately cease use of the Premises. City, at its option, may direct Joint User to either (a) abandon the encroaching improvements and appurtenances, including pipes and equipment; or (b) remove all or any part of the improvements and appurtenances and restore the Premises, at Joint User's sole cost, to original condition. Improvements or appurtenances not removed within 90 days after termination of the Permission, whether by expiration or otherwise, become the property of City. City, may without liability to Joint User, dispose of such property at a public or private sale, without notice to Joint User. Joint User is liable for City's costs incurred in connection with Joint User's property.

8. Assignment.

This Permission cannot be assigned by Joint.

9. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, then this Permission, at the option of City, ceases on the date title to the land so taken or transferred vests in the condemning authority. Joint User waives all rights to any condemnation proceeds.

10. Taxes.

City is a governmental entity and does not expect to pay taxes. Joint User is responsible for any taxes arising from its use of the Premises under this agreement. In no case will City ever be responsible for any taxes, local, state, or federal assessed against Joint User.

11. Dispute Resolution.

11.01. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

11.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

11.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

11.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

11.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

11.06. Mediator fees must be borne equally.

11.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for Landlord to seek forcible entry and detainer relief against Tenant.

12. Miscellaneous Provisions.

12.01. **Relationship Limited.** This instrument creates only the relationship of City and Joint User. The parties are not principal and agent, partners, joint venturers, or participants in any common enterprise.

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

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

12.04. **Consent/Approval of City.** As to any matter hereunder in which City's consent is required, the consent may be granted by the Director, Transportation and Capital Improvements Department, City of San Antonio, as designee of the City Manager, without council action, unless the City Charter requires that the City Council consent by the passage of a City ordinance.

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

12.06. **Authority To Execute.** The party or parties executing this Permission on behalf of Joint User personally warrant that each of them has full authority to do so.

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

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

12.09. **Integration. This Written Permission 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.**

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

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

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

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

12.14. **Captions.** Paragraph captions in this Permission are for ease of reference only and do not affect the interpretation hereof.

12.15. **Counterparts.** This Permission 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 Permission, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

12.16. **Further Assurances.** The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties as contained in this Permission

12.17. **Ambiguities Not to Be Construed Against Drafter.** Ambiguities in this Permission must be resolved without construing against the drafter.

13. Public Information.

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

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

City:

City of San Antonio, a Texas municipal Corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Joint User:

San Antonio River Authority, a political subdivision of the State of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved As To Form:

City Attorney

AZJ
09/____/17
Item No. _____

The State of Texas }
 }
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

The State of Texas }
 }
County of Bexar }

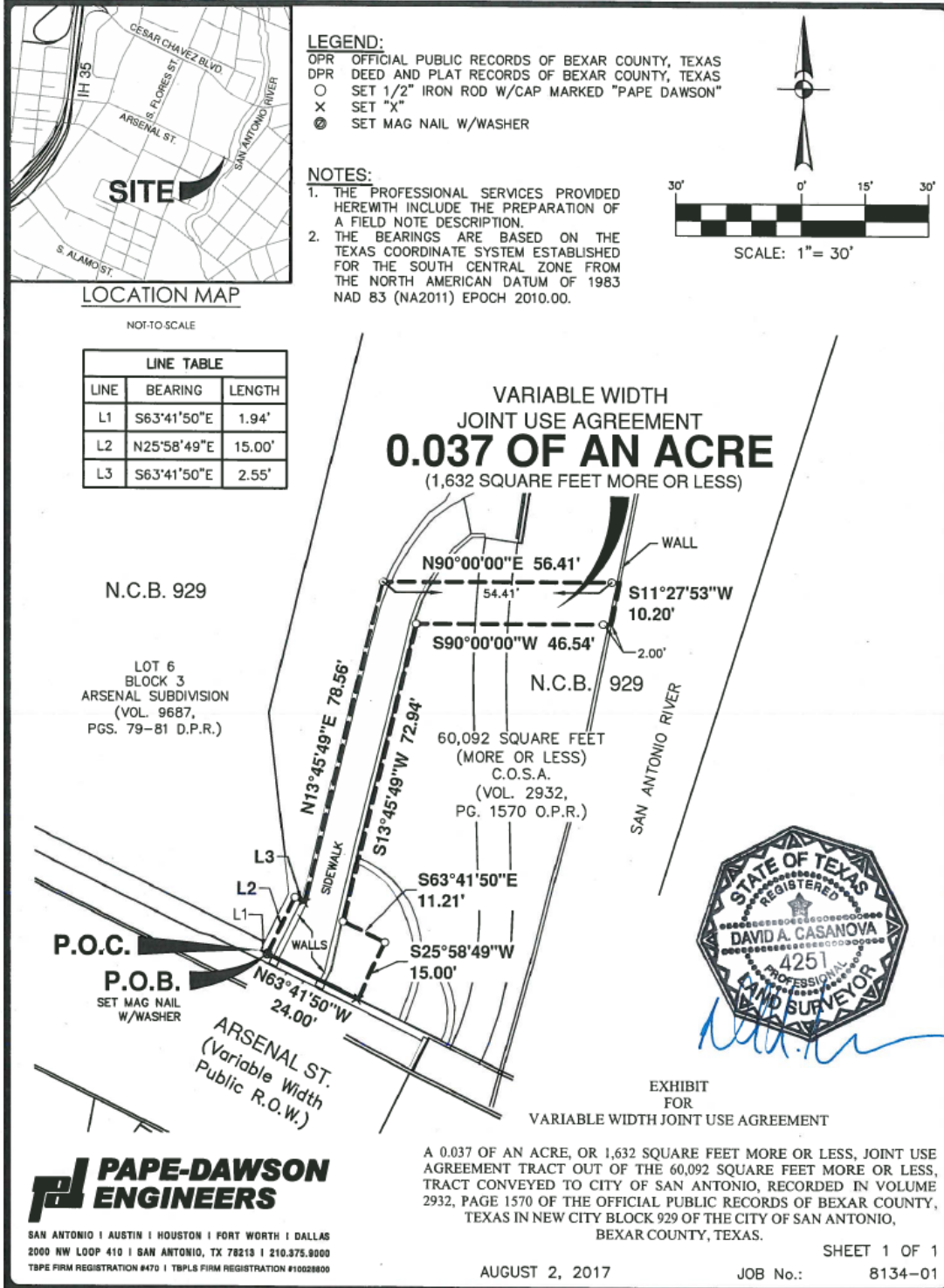
Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

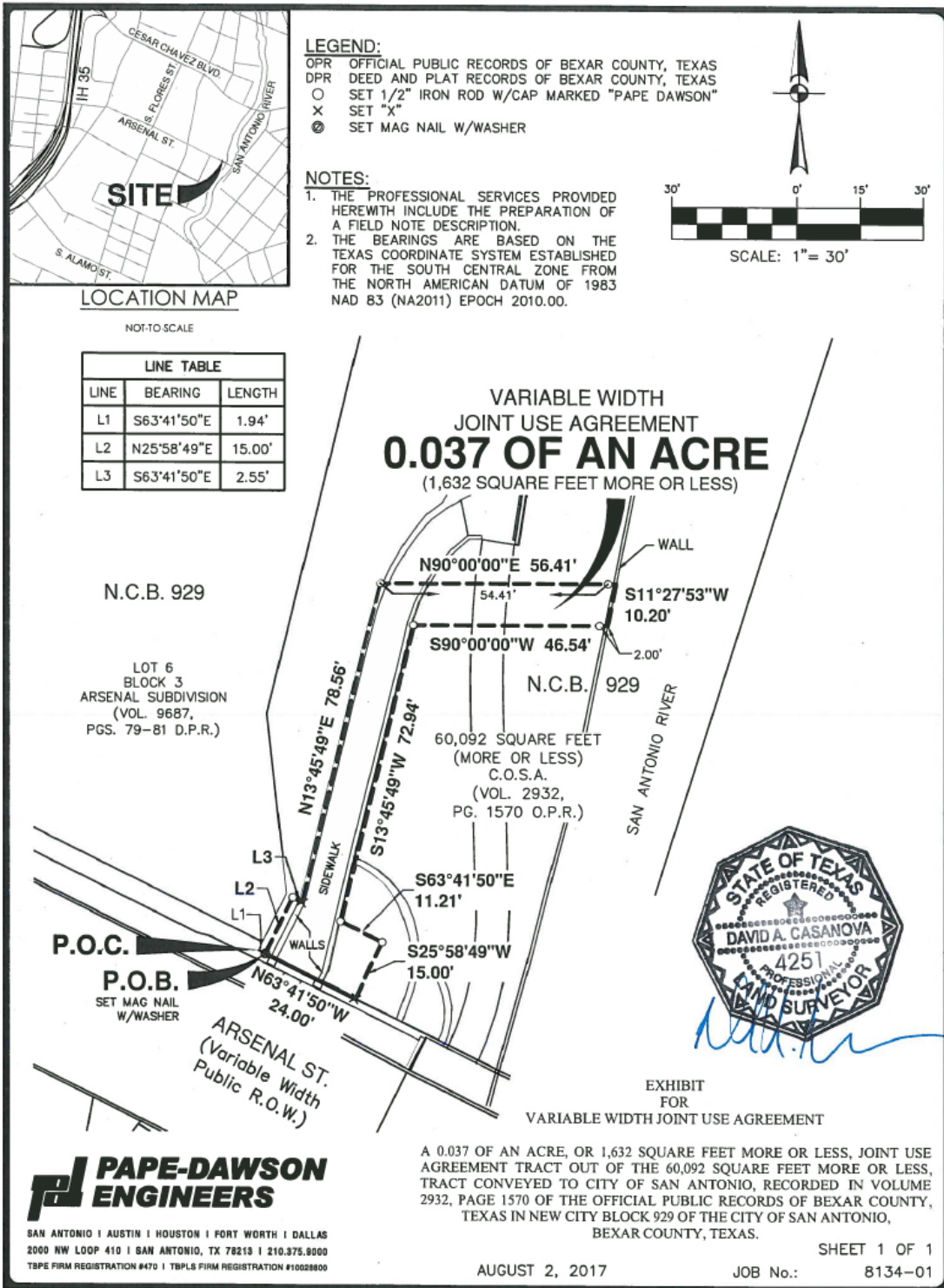
Date: _____

Notary Public, State of Texas

My Commission Expires: _____

Exhibit A





File: N:\CYML\8134-01 San Pedro Creek\2017 Encumbrance\813401 0.037 AC JJA.dwg

