

**A RESOLUTION OF THE CITY OF SAN ANTONIO, TEXAS MUNICIPAL FACILITIES CORPORATION AUTHORIZING THE EXECUTION OF A 20 YEAR LEASE WITH THE SAN ANTONIO RIVER AUTHORITY FOR THE PROPERTY LOCATED AT 1901 SOUTH ALAMO FOR IMPROVEMENTS RELATED TO THE SAN PEDRO CREEK IMPROVEMENT PROJECT; AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH**

\* \* \* \* \*

**WHEREAS**, the CITY OF SAN ANTONIO, TEXAS (the "*City*"), pursuant to Subchapter D of Chapter 431, Texas Transportation Code, as amended, approved and created the CITY OF SAN ANTONIO, TEXAS MUNICIPAL FACILITIES CORPORATION (the "*TMFC*") as a nonprofit corporation to acquire, construct, equip, finance, operate and maintain land and municipal facilities for the City of San Antonio at the request of the City Council (the "*Act*") for and on behalf of the City; and

**WHEREAS**, by Resolution 2001-07-11 the City Council of the City of San Antonio created the City of San Antonio, Texas Municipal Facilities Corporation and approved articles of incorporation and bylaws thereof; and

**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 various property interests adjacent or near San Pedro Creek, some of which are currently owned by the City of San Antonio, Texas Municipal Facilities Corporation; 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; and

**WHEREAS**, written approval required by the Deed of Trust was sent to the city on October 21, 2016; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; and

**THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SAN ANTONIO, TEXAS MUNICIPAL FACILITIES CORPORATION THAT:**

**SECTION 1. APPROVAL OF LEASE.** The Board of Directors (the "**Board**" or the "**Board of Directors**") hereby approves the 20 year lease with the San Antonio River Authority for the property located at 1901 South Alamo Street for improvements related to the San Pedro Creek Improvements Project in substantially the form and with the substance presented to the Board as EXHIBIT A (the "Lease"). The Executive Director of the Corporation is hereby authorized and directed, for and on behalf of the Board, to date, sign, and otherwise execute the Lease, and to take all additional actions reasonably necessary or convenient to effectuate the transaction, including executing and delivering all instruments and agreements conducive to effectuating the transaction.

**SECTION 2. AUTHORIZATION TO APPROVE ADDITIONAL ACTIONS AND DOCUMENTS.** The Executive Director of the Corporation shall be and is hereby expressly authorized, empowered and directed from time to time, and at any time, to do and perform all such acts and things, and to execute and deliver in the name and under the official seal and on behalf of the Board all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Lease.

**SECTION 3. ENFORCEABILITY OF RESOLUTION.** If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution. In case any obligation of the Issuer authorized or established by this Resolution or the Bonds is held to be in violation of law as applied to any person or any circumstance, such obligation shall be deemed to be the obligation of the Issuer to the fullest extent permitted by law.

**SECTION 4. INCORPORATION OF RECITALS.** The Board of Directors hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the board of Directors hereby incorporates such recitals as a part of this Resolution.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

***PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE CITY OF  
SAN ANTONIO, TEXAS EDUCATION FACILITIES CORPORATION  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.***

\_\_\_\_\_  
President, Board of Directors\  
City of San Antonio,  
Texas Municipal Facilities Corporation

Attest:

\_\_\_\_\_  
Secretary, Board of Directors  
City of San Antonio,  
Texas Municipal Facilities Corporation

## EXHIBIT A

### CLIFF MORTON DEVELOPMENT AND BUSINESS SERVICES CENTER PROPERTY LEASE

This Cliff Morton Development and Business Services Center Property Lease (hereinafter "Lease" or "Lease Agreement") is entered into by and between the City of San Antonio, Texas Municipal Facilities Corporation ("Lessor", "City" or "TMFC"), a Texas non-profit corporation, acting by and through its \_\_\_\_\_ pursuant to Ordinance No. \_\_\_\_\_ and the San Antonio River Authority ("Lessee"), a political subdivision of the State of Texas acting by and through its general manager. The initial addresses of the parties are as follows:

#### Lessor

City of San Antonio,  
Texas Municipal Facilities Corporation  
P.O. Box 839966  
San Antonio, TX 78283  
Attn: Director, CCDO

#### Lessee

San Antonio River Authority  
100 E. Guenther Street  
San Antonio, TX 78204  
Attn: General Manager

### ARTICLE 1. DEFINITIONS

As used herein, the following words and phrases shall have the meanings set forth below:

1.01 Affiliate. "Affiliate" means any corporation or other entity which directly or indirectly controls or is directly or indirectly controlled by or is under common control with Lessee; "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

1.02 Director. "Director" means the Executive Director of the Corporation as stated in the TMFC bylaws.

1.03 Sign. "Sign" means any advertising sign, billboard, identification sign or symbol, or other similar device, regardless of content.

1.04 Leased Premises. "Leased Premises" means that certain premises at the Cliff Morton Development and Business Services Center Property more particularly described in **Article 2**.

### ARTICLE 2. DESCRIPTION OF LEASED PREMISES

2.01 Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, does hereby lease unto Lessee, and Lessee does hereby accept from Lessor, the property listed below (collectively referred to as "Leased Premises") located at the Cliff Morton Development and Business Services Center, 1901 South Alamo Street, San Antonio, TX 78204 in

San Antonio, Bexar County, Texas and identified in **Exhibits 1 and 2** which are attached hereto and made a part hereof for all intents and purposes.

Ground Space: A 0.064 acre, or 2,798 square feet more or less area on Lot 1, Block 5 of the One Stop Development Center Subdivision, in New City Block 2561 San Antonio, Texas, recorded in Volume 9553, Page 14 of the Deed and Plat Records of Bexar County, Texas; and a .035 acre, or 1,532 square feet on Lot 1, Block 5 of the One Stop Development Center Subdivision, in New City Block 2561 San Antonio, Texas, recorded in Volume 9553, Page 14 of the Deed and Plat Records of Bexar County, Texas.

### **ARTICLE 3. RENTAL**

3.01 Lessee agrees to pay Lessor as rental as indicated on the table below for the use and occupancy of the Leased Premises, at the times and in the manner hereinafter provided.

<u>Premises</u>	<u>Rent</u>
Ground space	\$10.00, and other good and valuable consideration, the receipt of which is hereby acknowledged

3.03 All rentals and payments that become due and payable by the Lessee shall be made to the TMFC, c/o City of San Antonio, Finance Department, P.O. Box 839966 San Antonio, Texas, 78283 unless otherwise notified in writing.

### **ARTICLE 4. USE OF LEASED PREMISES**

Lessee shall use the Leased Premises solely for the construction, operation, maintenance, renovation and repair of the Property for 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 "San Pedro Creek Improvements Project"); and other activities reasonably incidental thereto. No other activities shall be conducted on the Leased Premises unless authorized in writing by Lessor.

### **ARTICLE 5. LEASE TERM**

The term of this Lease Agreement shall be for 20 years that shall commence on first day of the month following the passage of a Resolution by the TMFC approving this Lease Agreement ("Commencement Date") and shall terminate at midnight of the last day of the same month 10 years later unless earlier terminated in accordance with this Agreement.

Tenant may extend this lease for two additional 5 year periods by giving Landlord written notice of Tenant's intention to do so. Tenant must give the notice no later than six months before it expires.

Unless renewed, this lease terminates without further notice when the Initial Term expires. If renewed, it terminates without further notice when the renewed term expires. Tenant's holding over expiration is not a renewal of the lease and does not give Tenant rights under the Lease in or to the Premises.

If Tenant holds over and continues in possession of the Premises after the Initial Term (or any extension) expires, Tenant's occupancy will be at will, subject to all the terms of this lease.

## ARTICLE 6. INDEMNIFICATION

As governmental entities, Lessor and Lessee cannot indemnify each other or other entities.

## ARTICLE 7. INSURANCE

7.01 As a political subdivision of the state, Lessee is self-insured. A condition of the granting of this lease is the agreement of Lessee to add TMFC, 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 Lessee related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Lessee and maintain such coverage for so long as Lessee is covered.

Lessee shall provide Lessor with proof of coverage prior to the commencement of any work by the subcontractor. This provision may be modified by the Director, without subsequent TMFC approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by the TMFC representative, which shall become a part of the contract for all purposes.

7.02 Lessee agrees that with respect to any insurance obtained, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the TMFC, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the TMFC where the TMFC is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the TMFC.
- Provide written notice directly to TMFC of any suspension, cancellation, non-renewal or material change in coverage.

7.03 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Lessee shall require any applicable third parties to provide a replacement Certificate of Insurance and applicable endorsements to TMFC. TMFC shall have the option to exercise all available remedies under the Lease. Failure to provide and to require maintenance of the required insurance shall constitute a material breach of this Lease.

7.04 Nothing herein contained shall be construed as limiting in any way the extent to which Lessee may be held responsible for payments of damages to persons or property resulting from Lessee's or its subcontractors' performance of the work covered under this Lease.

7.05 It is agreed that Lessee's insurance shall be deemed primary and non-contributory with respect to

any insurance or self insurance carried by the TMFC for liability arising out of operations under this Agreement.

7.06 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Lease and that no claim or action by or on behalf of the TMFC shall be limited to insurance coverage provided.

7.07 Lessee and any subcontractors are responsible for all damage to their own equipment and/or property.

#### **ARTICLE 8. PRIVILEGES AND CONDITIONS**

8.01 The granting and acceptance of this Lease is conditioned upon compliance with the covenant that the right to use the Leased Premises, in common with others so authorized, shall be exercised subject to and in accordance with the laws of the United States, the State of Texas, and all reasonable and applicable rules, regulations and ordinances of Lessor, now in force or hereafter prescribed or promulgated by charter authority or by law.

8.02 Lessor reserves the right to enter the Leased Premises at any reasonable time for the purpose of inspecting same or verifying that fire, safety, sanitation regulations and other provisions contained in this Lease Agreement are being adhered to by Lessee.

#### **ARTICLE 9. AS IS ACCEPTANCE AND CONDITION OF PREMISES**

9.01 The parties agree that this Lease is granted by Lessor, at Lessee's request.

9.02 Lessee has had full opportunity to examine the Leased Premises and conduct its due diligence on all matters. Except for environmental matters not caused by or reasonably discoverable by Lessee prior to the commencement of this Lease Agreement, Lessee's taking possession of the Leased Premises shall be conclusive evidence of Lessee's acceptance thereof in an "AS IS" condition, and Lessee hereby accepts same in its present condition as suitable for the purpose for which leased.

9.03 Lessee agrees that no representations respecting the condition of the Leased Premises and no promises to improve same, either before or after the execution hereof, have been made by Lessor or its agents to Lessee, unless contained herein or made a part hereof by specific reference.

#### **ARTICLE 10. CONSTRUCTION BY LESSEE**

10.01 Lessee shall have the right and duty to improve the premises according to the San Pedro Creek Improvements Project scope.

10.02 Further, prior to the commencement of construction, Lessee shall procure any and all additional approvals of the plans and specifications for its improvements required by any federal, state or municipal authorities, agencies, officers and departments having jurisdiction thereof and shall obtain any and all requisite building or construction licenses, permits or approvals. Construction shall comply with applicable building code requirements and with applicable regulations promulgated by any federal, state or municipal agency or department having jurisdiction thereof. Lessee specifically agrees that it shall hold Lessor completely harmless from and against any and all claims, causes of action or liabilities, whether actual or potential, associated with any construction undertaken by Lessee hereunder.

10.03 The cost of any renovations, construction, alterations or improvements upon the Leased Premises shall be borne and paid for solely by Lessee. Except as may be otherwise set forth herein, Lessor has no financial or other obligation of any kind under this Lease Agreement, other than the renting to Lessee of the premises which are the subject hereof for the term and consideration previously set forth.

10.04 In undertaking any such renovations, construction, alterations or improvements, it is expressly understood that, where applicable, unless otherwise agreed to in writing by the parties, Lessee shall be responsible, at its sole expense, for any and all construction and maintenance of improvements. It is further expressly understood and agreed that any improvements and access thereto constructed by Lessee on the Leased Premises shall be performed in such a manner that shall not cause interruption or damages to Lessor's adjacent property or adjacent right of way.

#### **ARTICLE 11. LIENS PROHIBITED**

11.01 Lessee shall not suffer or permit any mechanics' or other liens to be filed against the fee of the Leased Premises, or against Lessee's leasehold interest in the land, buildings or improvements thereon, by reason of any work, labor, services or materials supplied, or claimed to have been supplied, to Lessee or to anyone holding the Leased Premises, or any part thereof, through or under Lessee.

11.02 If any such mechanics' lien or materialmen's lien described in **Section 12.01** above shall be recorded against the Leased Premises, or any improvements thereon, Lessee shall cause the same to be removed or, bonded around pursuant to the terms of the Texas Property Code.

#### **ARTICLE 12. MAINTENANCE AND REPAIR**

12.01 Lessee shall pay or cause to be paid, any and all charges for water, heat, gas, electricity, sewer and any and all other utilities used on the Leased Premises, throughout the term of, or any extension of, this Lease Agreement, including, but not limited to, any connection fees and any and all additional costs related to utility connection, metering, maintenance, repair and usage.

12.02 Except as may be otherwise provided herein, Lessee shall, throughout the term of this Lease Agreement and any extension hereof, assume the entire responsibility, cost and expense, for all repair and maintenance of the Leased Premises and all buildings and improvements thereon, whether such repair or maintenance be ordinary, extraordinary, structural or otherwise. Additionally, without limiting the foregoing, Lessee shall:

- A. at all times maintain the buildings and improvements in a good state of repair and preservation, excepting ordinary wear and tear and obsolescence in spite of repair; and
- B. replace or substitute any fixtures and equipment which have become inadequate, obsolete, worn out, unsuitable or undesirable, with replacement or substitute fixtures and equipment, free of all liens and encumbrances, which shall automatically become a part of the buildings and improvements; and
- C. at all times keep the Leased Premises, its buildings, improvements, fixtures, equipment and personal property, in a clean and orderly condition and appearance; and
- D. provide, and maintain in good working order, all obstruction lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature required



- by applicable laws, rules, orders, ordinances, resolutions or regulations of any competent authority; and
- E. observe all insurance regulations and requirements concerning the use and condition of the Leased Premises; and
  - F. repair any damage caused by Lessee to paving or other surfaces of the Leased Premises, in connection with the scope of the Lease Agreement, caused by any oil, gasoline, grease, lubricants, flammable liquids and/or substances having a corrosive or detrimental effect thereon, or by any other reason whatsoever; and
  - G. take measures to prevent erosion, including, but not limited to, the planting and replanting of grass on all unpaved or undeveloped portions of the Leased Premises; the planting, maintaining and replanting of any landscaped areas; the designing and constructing of improvements on the Leased Premises; and the preservation of as many trees as possible, consistent with Lessee's construction and operations; and
  - H. keep and maintain all vehicles and equipment operated by Lessee at the Leased Premises in safe condition, good repair and insured, as required by this Lease Agreement; and
  - I. replace broken or cracked plate glass, paint/repaint structures upon the Leased Premises and, where applicable, mow the grass; and
  - J. provide and use suitable covered metal receptacles for all garbage, trash and other refuse; assure that boxes, cartons, barrels or similar items are not piled in an unsightly, unsafe manner, on or about the Leased Premises; provide a complete and proper arrangement for the adequate sanitary handling and disposal away from the Leased Premises, of all trash, garbage and refuse caused as a result of the operation of Lessee's business.

12.03 The adequacy of the performance of the foregoing maintenance and repair by Lessee shall be determined by the Director, whose reasonably exercised judgment shall be conclusive. Should Lessee refuse or neglect to undertake any such maintenance or repair, or if Lessor is required to perform any maintenance or repair necessitated by the negligent acts or omissions of Lessee, its employees, agents, assignees, subtenants or licensees, then Lessor shall have the right, but not the obligation, to perform such maintenance or repair on behalf of and for Lessee. The costs of such maintenance or repair, plus any associated overhead reasonably determined by Lessor, shall be reimbursed by Lessee to Lessor no later than ten (10) days following receipt by Lessee of written demand from Lessor for same. In cases not involving maintenance or repair requiring exigent action, Lessor shall provide Lessee a written request that Lessee perform such maintenance or repair, at least thirty (30) days before Lessor effects such maintenance or repair on behalf of Lessee.

### **ARTICLE 13. TITLE**

13.01 It is expressly understood and agreed that any and all items of personal property owned, placed or maintained by Lessee on the Leased Premises during the term hereof shall be and remain Lessee's property. Provided that Lessee is not in default under this Lease Agreement, it may remove or cause to be removed all such items from the Leased Premises. At Lessor's sole election, any such items remaining on the Leased Premises more than thirty (30) days after the expiration of the term hereof, shall then belong to Lessor without payment of consideration therefor.

13.02 All foundations, buildings, alterations, additions or improvements (hereinafter "Improvements")

made upon the Leased Premises by Lessee are and shall be the property of Lessee during the Lease Term hereof. During said term, absent the Director's written approval, such Improvements shall be conveyed, transferred or assigned, only to a person or entity to whom this Lease Agreement simultaneously is being transferred or assigned, whereupon the holder of the leasehold interest hereunder shall own the Improvements. Absent such written approval of the Director any attempted conveyance, transfer or assignment of Improvements, to any person or entity, whether voluntary, by operation of law or otherwise, shall be void and of no effect.

13.03 Should Lessor default under this Lease or abandon the Improvements, title to Improvements made upon the Leased Premises by Lessee, and fixtures annexed thereto, shall vest in and become the property of Lessor, at no cost to Lessor and without any instrument of conveyance, upon the expiration of any at will tenancy following the term of this Lease Agreement; or upon earlier termination thereof in accordance with this Lease; or upon abandonment thereof. Lessor shall notify Lessee whether or not Lessor intends take title to Improvements, or any portion thereof, as herein provided, at least sixty (60) days prior to Lessor taking title under this section. Leased Premises shall be considered abandoned if Lessee voluntarily discontinues its operations at the Leased Premises for a period of sixty (60) consecutive days.

#### **ARTICLE 14. ENVIRONMENTAL COMPLIANCE**

14.01 Lessee acknowledges that there may be environmental issues associated with the Leased Premises. Lessee agrees that it shall, at its sole expense, comply with all applicable federal, state and local statutes, laws, ordinances, rules and regulations concerning environmental investigation and hazards, including, but not limited to, regulations promulgated by the Environmental Protection Agency, as well as all inspection, financial liability and inventory control recording requirements, and that it shall provide Lessor with copies of any certificates of registration from the Texas Commission on Environmental Quality (hereinafter "TCEQ") related to the Leased Premises, together with copies of any required proof of financial responsibility and other documentation reasonably required by the Director or applicable regulatory agency.

14.02 Lessee shall, in conducting any activity or business on the Leased Premises, including environmental response or remedial activities, comply with all environmental laws, including, but not limited to, those regarding the generation, storage, use, transportation and disposal of solid wastes, hazardous materials, toxic chemicals, special wastes or other contaminants, and 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. Lessee shall not cause the release, or permit its employees, agents, permittees, contractors, subcontractors, sublessees, or others in Lessee's control, supervision, or employment, to release (whether by way of uncapping, pouring, spilling, spraying, spreading, attaching or otherwise), into or onto the Leased Premises or any other location upon or above adjacent property (including the air, ground and ground water thereunder and the sewer and storm water drainage systems thereon), 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, Lessee shall immediately notify the Director, TCEQ, and Local Emergency Planning Committee, as may be required under the federal Emergency Planning and Community Right To Know Act. The Lessee, or any occupant of Leased Premises, shall be responsible for compliance with said Act, in the event of any such release.

14.03 Lessee shall, to the extent funds are available in the construction budget for the San Pedro Creek

Improvements Project, remedy any release or threatened release caused by Lessee's operations, as described above and, whether resulting from such release or otherwise, remove any hazardous materials, special wastes and any other environmental contamination caused by Lessee on, under or upon the Leased Premises, as may be required by a governmental or regulatory agency responsible for enforcing environmental laws and regulations. Such work shall be performed, at Lessee's sole expense, after Lessee submits to Lessor a written plan for completing such work. Lessor shall have the right to review and inspect all such work at any time, using consultants and representatives of its choice, at Lessor's sole cost and expense. Specific cleanup levels for any environmental remedial work shall be designed to meet all of the applicable environmental laws and regulations, to the satisfaction of the appropriate government or regulatory agency responsible for enforcing environmental laws and regulations.

14.04 In addition to any other rights of access herein regarding the Leased Premises, Lessor shall, upon reasonable notice, have access thereto in order to inspect and confirm that the Lessee is using same in accordance with all applicable environmental laws and regulations. Lessee shall, upon the Director's demand and at Lessee's sole expense, demonstrate to said Director (through such tests, professional inspections, samplings, or other methods as may be reasonably required by said Director) that Lessee has not caused or permitted any release of hazardous substances or contaminants in excess of quantities or volumes permitted by applicable federal, Texas or local law. Qualified independent experts, chosen by Lessee, subject to Lessor's approval, which approval shall not be unreasonably withheld, shall conduct any such tests and assessments. Lessee shall provide copies of reports from any such testing or assessments to Lessor upon receipt. Should Lessee not provide same to Lessor, Lessor may conduct, or cause to be conducted, such tests, inspections, samplings and assessments, and Lessee shall reimburse Lessor for all costs of such actions, no later than thirty (30) days following receipt by Lessee of invoices therefor. Lessor reserves the right to conduct any of the above actions, at the Director's discretion, when in the opinion of same, additional or supplemental assessments are in Lessor's best interest.

14.05 Lessee, at Lessor's request, shall make available for inspection and copying, upon reasonable notice and at reasonable times, any or all of the non-privileged documents and materials Lessee has prepared pursuant to any environmental law or regulation, which may be retained by Lessor or submitted to any governmental regulatory agency; provided, such documents and materials relate to environmental regulatory compliance and pertain to the Leased Premises. If any environmental law or regulation requires Lessee to file any notice or report of a release or threatened release of regulated materials on, under or about the Leased Premises, Lessee shall promptly submit such notice or report to the appropriate governmental agency and simultaneously provide a copy of such report or notice to Lessor. In the event that any written allegation, claim, demand, action or notice is made against Lessee regarding Lessee's failure or alleged failure to comply with any environmental law or regulation, Lessee, as soon as practicable, shall notify Lessor in writing and provide same with copies of any such written allegations, claims, demands, notices or actions so made.

#### **ARTICLE 15. SIGNS**

Lessee shall neither erect signs nor distribute advertising matter upon the Leased Premises without the prior written consent of the Director.

#### **ARTICLE 16. REGULATIONS**

Lessee's officers, agents, employees and servants shall obey all rules and regulations promulgated by Lessor, its authorized agents in charge of the Leased Premises, or other lawful authority, to insure the safe and orderly conduct of operations and traffic thereon.

#### **ARTICLE 17. DEFAULT AND REMEDIES**

17.01 Each of the following shall constitute an event of default by Lessee:

- A. Lessee shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained, and if such neglect or failure should continue for a period of thirty (30) days after receipt by Lessee of written notice of same, or if more than thirty (30) days shall be required because of the nature of the default, if Lessee shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default.
- B. Lessee shall voluntarily discontinue its operations at the Leased Premises for a period of sixty (60) consecutive days.

17.02 In the event any default shall occur, Lessor then, or at any time thereafter, but prior to the removal of such condition of default, shall have the right, at its election, either to terminate this Lease Agreement, by giving at least five (5) days written notice to Lessee, at which time Lessee will then quit and surrender the Leased Premises to Lessor, but Lessee shall remain liable as hereinafter provided, or enter upon and take possession of the Leased Premises (or any part thereof in the name of the whole), without demand or notice, and repossess the same as of the Lessor's former estate, expelling Lessee and those claiming under Lessee, forcibly if necessary, without prejudice to any remedy for arrears of rent or preceding breach of covenant and without any liability to Lessee or those claiming under Lessee for such repossession.

17.03 Lessor's repossession of the Leased Premises shall not be construed as an election to terminate this Lease Agreement nor shall it cause a forfeiture of rents or other charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention be given to Lessee, or unless such termination is decreed by a court of competent jurisdiction.

17.04 If Lessor shall terminate this Lease Agreement or take possession of the Leased Premises by reason of a condition of default, Lessee and those holding under Lessee, shall forthwith remove their goods and effects from the Leased Premises. If Lessee or any such claimant shall fail to effect such removal forthwith, Lessor may, without liability to Lessee or those claiming under Lessee, remove such goods and effects and store same for the account of Lessee or of the owner thereof at any place selected by Lessor, or, at Lessor's election, and upon giving fifteen (15) days' written notice to Lessee of date, time and location of sale, Lessor may sell the same at public auction or private sale on such terms and conditions as to price, payment and otherwise, as Lessor in its sole discretion may deem advisable. If, in Lessor's judgment, the cost of removing and storing, or of removing and selling any such goods and effects, exceeds the value thereof or the probable sale price thereof, as the case may be, Lessor shall have the right to dispose of such goods in any manner Lessor may deem advisable.

17.07 Lessee shall be responsible for all costs of removal, storage and sale, and Lessor shall have the right to reimbursement from the proceeds of any sale for all such costs paid or incurred by Lessor. If any surplus sale proceeds remain after such reimbursement, Lessor may deduct from such surplus any other sum due to Lessor hereunder and shall pay over to Lessee any remaining balance of such surplus sale proceeds.

17.08 If Lessor shall enter into and repossess the Leased Premises as a result of Lessee's default in the performance of any of the terms, covenants or conditions herein contained, then Lessee hereby covenants and agrees that it will not claim the right to redeem or re-enter the said Premises to restore the operation of this Lease Agreement, and Lessee hereby waives the right to such redemption and re-entrance under any present or future law, and does hereby further, for any party claiming through or under Lessee, expressly waive its right, if any, to make payment of any sum or sums of rent, or otherwise, of which

Lessee shall have made default under any of the covenants of the Lease Agreement and to claim any subrogation of the rights of Lessee under these presents, or any of the covenants thereof, by reason of such payment.

17.09 All rights and remedies of Lessor herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently, whenever and as often as deemed desirable.

17.10 If proceedings shall, at any time, be commenced for recovery of possession, as aforesaid, and compromise or settlement shall be effected either before or after judgment whereby Lessee shall be permitted to retain possession of the Leased Premises, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof or to this Agreement.

17.11 Any amount paid or expense or liability incurred by Lessor for the account of Lessee may be deemed to be additional rental and the same may, at the option of Lessor, be added to any rent then due or thereafter falling due hereunder.

#### **ARTICLE 18. HOLDING OVER**

It is agreed and understood that any holding over by Lessee, with Lessor's consent, after the termination of this Lease Agreement, shall not renew and extend same, but shall operate and be construed as a tenancy from month-to-month, upon all the terms and conditions set forth herein. In the event that Title to any buildings shall vest upon TMFC at the end of the primary term, then Lessee shall also pay rent for such building at rental rates equal to fair market value as determined by a third party appraiser chosen by Lessor. Lessee shall be liable to Lessor for all loss or damage resulting from such holding over against Lessor's will after the termination of this Lease Agreement, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing rental by Lessor, in the event that Lessee fails or refuses to surrender possession, shall not operate to give Lessee any right to remain in possession beyond the period for which such amount has been paid nor shall it constitute a waiver by Lessor of its right to immediate possession thereafter.

#### **ARTICLE 19. ASSIGNMENT AND SUBLET**

19.01 Lessee shall not transfer or assign this Lease Agreement or Lessee's interest in or to the Leased Premises, or any part thereof, without having first obtained Lessor's prior written consent, which may be given only by or pursuant to a resolution enacted by the TMFC; provided, however, that the foregoing shall not apply to and prevent the assignment of this Lease Agreement to any corporation, or other entity with which Lessee may merge or consolidate.

19.02 Lessee shall not sublet the Leased Premises or any part thereof without having first obtained the Director's written consent. In the event Lessee requests permission to sublease, the request shall be submitted to the said Director, prior to the effective date of the sublease requested, and shall be accompanied by a copy of the proposed sublease agreement(s) and of all agreement(s) collateral thereto.

19.03 Each transfer, assignment or subletting to which there has been consent shall be by written instrument, in a form satisfactory to Lessor, and shall be executed by the transferee, assignee or sublessee who shall agree, in writing, for the benefit of Lessor to be bound by and to perform the terms, covenants and conditions of this Lease Agreement. Four (4) executed copies of such written instrument shall be delivered to Lessor. Failure either to obtain Lessor's prior written consent or to comply with the

provisions herein contained, shall operate to prevent any such transfer, assignment or subletting from becoming effective.

19.05 Should the assignment of this Lease Agreement be approved by Lessor and to the extent that such assignee assumes Lessee's obligation hereunder, Lessee shall, as a result of such assignment, be released from such obligation except for environmental claims where Lessor shall have the right to hold Lessee or previous leaseholder jointly and severally liable. Should the subletting of the Leased Premises be approved by Lessor, however, Lessee agrees and acknowledges that it shall remain fully and primarily liable under this Lease Agreement, notwithstanding any such sublease and that any such sublessee shall be required to attorn to Lessor hereunder.

19.06 The receipt by the Lessor of rent from an assignee, subtenant or occupant of the Leased Premises shall not be deemed a waiver of the covenant in this Lease Agreement against assignment and subletting or an acceptance of the assignee, subtenant or occupant as a tenant or a release of the Lessee from further observance or performance by Lessee of the covenants contained in this Lease Agreement. No provision of this Lease Agreement shall be deemed to have been waived by the Lessor, unless such waiver be in writing, signed by the Director.

#### **ARTICLE 20. FIRE AND OTHER DAMAGE**

In the event that the improvements upon the Leased Premises constructed by and/or owned by Lessee are damaged or destroyed by fire or any other casualty during the term of this Lease Agreement or any extension hereof, regardless of the extent of such damage or destruction, Lessee shall, no later than one hundred twenty (120) days following the date of such damage or destruction, commence to repair, reconstruct or replace the damaged or destroyed improvements and prosecute the same with reasonable diligence, so that the improvements shall, at Lessee's sole expense, be restored no later than one (1) year following such damage or destruction to substantially the condition it was in prior to said damage or destruction. Should the commencement, construction or completion of said repair, reconstruction or replacement be prevented or delayed by reason of war, civil commotion, acts of God, strikes, governmental restrictions or regulations, fire or other casualty, or any other reason beyond the control of Lessee, the time for commencing or completing the repair, reconstruction or replacement, as the case may be, shall automatically be extended for the period of each such delay.

#### **ARTICLE 21. LAWS AND ORDINANCES**

Lessee agrees to comply promptly with all laws, ordinances, orders and regulations affecting the Leased Premises, including, but not limited to, those related to its cleanliness, safety, operation, use and business operations. Lessee shall comply with all Federal and State regulations concerning its operation on the Leased Premises.

#### **ARTICLE 22. TAXES AND LICENSES**

Lessee shall, at its sole cost and expense, pay if applicable on or before their respective due dates, to the appropriate collecting authority, all Federal, State and local taxes and/or fees, which are now or may hereafter be levied upon the Lessee, Leased Premises, the business conducted thereon or upon any of Lessee's property used in connection therewith including, but not limited to, any possessory interest taxes. Lessee shall also maintain, in current status, all Federal, State and local licenses and permits required for the operation of its business.

## **ARTICLE 23. NONDISCRIMINATION & AFFIRMATIVE ACTION REGULATIONS**

23.01 Lessee understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio 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. As part of said compliance, Lessee shall adhere to Lessor's Non-Discrimination Policy in the solicitation, selection, hiring or commercial treatment of vendors, suppliers or commercial customers; further, Lessee shall not retaliate against any person for reporting instances of such discrimination.

23.02 Lessee for itself, its representatives, successors and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person, on the grounds of race, color, creed, sex, age, religion, national origin or handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, in the use of said facilities; and (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, creed, sex, age, religion, national origin or handicap shall be excluded from participation, denied the benefits of, or otherwise be subjected to discrimination.

## **ARTICLE 24. FORCE MAJEURE**

If either party shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, war, terrorism, inability to procure materials, restrictive governmental laws or regulations or other cause, without fault and beyond the control of the party obligated (the financial inability of the party excepted), performance of such act shall be extended by a period equal to the period of such delay; provided, however, that nothing in this paragraph shall excuse Lessee from the prompt payment of any rental except as may be expressly provided otherwise in this Lease; and further provided that the party relying on this paragraph shall provide written notice to the other party notifying such other party of the force majeure event promptly after such force majeure event, and shall proceed with all diligence to complete the performance of the act upon the cessation of the force majeure event.

## **ARTICLE 25. ATTORNEYS' FEES**

In the event that Lessor brings an action under this Lease Agreement, and prevails therein, it shall be entitled to recover from Lessee its reasonable attorneys' fees, not to exceed the actual amount of attorneys' fees incurred in the defense or prosecution thereof.

## **ARTICLE 26. SEVERABILITY**

If any clause or provision of this Lease Agreement is illegal, invalid or unenforceable under present or future laws, it is the parties' intention that the remainder hereof not be affected. In lieu of each clause or provision that is illegal, invalid or unenforceable, the parties intend that there be added, as a part of this Lease Agreement, a clause or provision, as similar in terms to such illegal, invalid or unenforceable clause or provision, as may be possible, yet be legal, valid and enforceable.

## **ARTICLE 27. AMENDMENT**

This Lease Agreement, together with its authorizing ordinance, constitutes the entire agreement between the parties. No amendment, modification or alteration of the terms of this Lease Agreement shall be binding, unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

## ARTICLE 28. NOTICES

Notices to Lessor shall be deemed sufficient if in writing and sent, registered or certified mail, postage prepaid, addressed to Texas Municipal Facilities Corporation, c/o City Clerk, P. O. Box 839966, San Antonio, Texas 78283-3966 and to Director, City of San Antonio, Center City Development and Operations Department, at the same address and to such other address as may be designated, in writing, by the Director from time to time. Notices to Lessee shall be deemed sufficient if in writing and sent, registered or certified mail, postage prepaid, addressed to Lessee at the address shown herein. Either party to this Lease Agreement may change its address by giving notice of such change as herein provided.

## ARTICLE 29. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship, between the parties hereto. It is understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, creates a relationship other than one of Lessor and Lessee.

## ARTICLE 30. CUMULATIVE REMEDIES NO WAIVER - NO ORAL CHANGE

The specific remedies of the parties under this Lease Agreement are cumulative and do not exclude any other remedies to which they may be lawfully entitled, in the event of a breach or threatened breach hereof. The failure of either party ever to insist upon the strict performance of any covenant of this Lease Agreement, or to exercise any option herein contained, shall not be construed as its future waiver or relinquishment thereof. Lessor's receipt of a rent payment, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach. Further, no waiver, change, modification or discharge by either party of any provision of this Lease Agreement shall be deemed to have been made or be effective, unless in writing and signed by the party to be charged. In addition to other remedies herein, the parties shall be entitled to an injunction restraining the violation, or attempted violation, of any of the covenants, conditions or provisions hereof, or to a decree compelling performance of same; subject, however, to other provisions herein.

## ARTICLE 31. GENERAL PROVISIONS

31.01 Incorporation of Exhibits. All exhibits referred to in this Lease Agreement are intended to be and hereby are specifically made a part of this Lease Agreement.

31.02 Incorporation of Required Provisions. Lessor and Lessee incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

31.03 Independent Contractor. Lessee is not an employee or agent of TMRS by reason of this Lease Agreement, or otherwise. Lessee shall be solely responsible for its acts and omissions arising from or relating to lease of property herein.

31.04 Authority of Agreement. Lessee warrants and represents that it has the right, power, and legal capacity to enter into, and perform its obligations under this Lease Agreement, and no approvals or consents of any persons are necessary in connection with it. The execution, delivery, and performance of



this Lease Agreement by the undersigned Lessee representatives have been duly authorized by all necessary corporate action of Lessee, and this Lease Agreement will constitute a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms.

31.05 Authority of the Director. The Director shall administer this Lease Agreement on behalf of Lessor. Whenever this Lease Agreement calls for approval by Lessor, such approval shall be evidenced, in writing by the Director. In no event shall this language be considered a waiver by Lessee to object to decisions by the Director which it considers to be arbitrary, capricious or inconsistent with any express obligations to act reasonably set forth herein.

#### **ARTICLE 32. PARTIES BOUND**

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as permitted hereby.

#### **ARTICLE 33. TEXAS LAW TO APPLY**

All obligations under this Lease Agreement are performable in Bexar County, Texas, and shall be construed pursuant to the laws of the State of Texas, except where state law shall be preempted by any rules, laws or regulations of the United States.

#### **ARTICLE 34. GENDER**

Words of either gender used in this Lease Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

#### **ARTICLE 35. CAPTIONS**

The captions of the provisions contained herein are for convenience in reference and are not intended to define, extend or limit the scope of any provision of this Lease Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**ARTICLE 36. ENTIRE AGREEMENT**

This Lease Agreement comprises the final and entire agreement, including all terms and conditions thereof, between the parties hereto, and supersedes all other agreements, oral or otherwise, regarding the subject matter hereof, none of which shall hereafter be deemed to exist or to bind the parties hereto. The parties intend that neither shall be bound by any term, condition or representation not herein written.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Lease Agreement as of the dates set forth below.

**TMFC/LESSOR:**  
**Texas Municipal Facilities Corporation**, a non-profit corporation

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

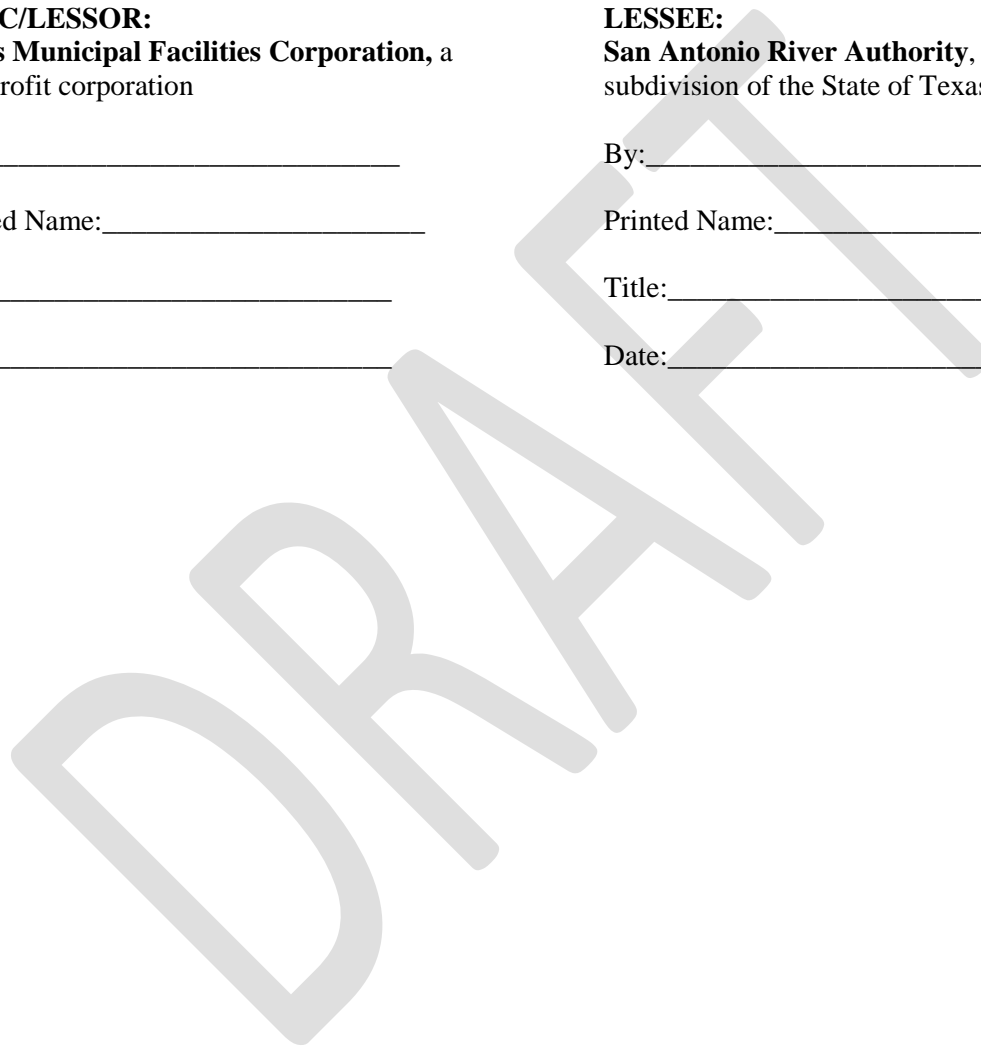
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



State of Texas §  
County of Bexar §

This instrument was acknowledged before me this date by \_\_\_\_\_, of the Texas Municipal Facilities Corporation, a Texas non-profit corporation, in the capacity therein stated and on behalf of that entity.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission expires: \_\_\_\_\_

State of Texas §  
County of Bexar §

This instrument was acknowledged before me this date by \_\_\_\_\_, of the San Antonio River Authority, a political subdivision of the State of Texas, in the capacity therein stated and on behalf of that entity.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Texas  
My Commission expires: \_\_\_\_\_

# EXHIBIT 1



P-275  
Project Name: San Pedro Creek

## FIELD NOTES

### FOR P-275 – One Stop Development Center

A 0.064 acre, or 2,798 square feet more or less, easement tract on Lot 1 Block 5 of the One Stop Development Center subdivision, recorded in Volume 9553, Page 14 of the Deed and Plat Records of Bexar County, Texas in New City Block 2561 of the City of San Antonio, Bexar County, Texas. Said 0.064 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:** On the northeast right-of-way line of South Alamo Street, an 80.5-foot right-of-way at this point, at a found ½" iron rod with cap marked "Pape-Dawson" at the west corner of said Lot 1 and the north corner of a 5.5-foot dedication to right-of-way in said One Stop Development Center subdivision, and being also a south corner of Lot 2, Block 5 of the Pace Foundation Exhibition Space subdivision recorded in Volume 9601, Page 80 of the Deed and Plat Records of Bexar County, Texas;

**THENCE:** (1) Departing said right-of-way, along the common line between said Lot 1 and Lot 2 with a non-tangent curve to the left, said curve having a radial bearing of N 39°22'30" W, a radius of 2327.83 feet, a central angle of 03°55'40", a chord bearing and distance of N 48°39'40" E, 159.55 feet, for an arc length of 159.58 feet to a found ½" iron rod with cap marked "Pape-Dawson" at the north corner of said Lot 1 and a reentrant corner of said Lot 2;

**THENCE:** (2) S 65°01'16" E, with the lines of said Lot 1 and said Lot 2, at 1.30 feet passing a ½" iron rod with cap marked "Pape-Dawson" set for an angle of a 0.610 acre tract out of said Lot 2 surveyed 29<sup>th</sup> January, 2015 and continuing for a total distance of 7.58 feet to a point;

**THENCE:** Departing the line of said Lot 2 and over and across said Lot 1 the following bearings and distances:

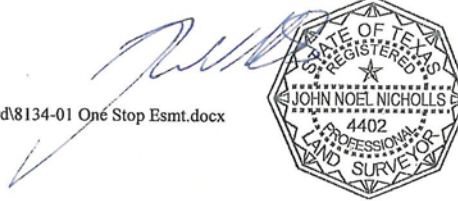
(3) S 48°16'38" W, a distance of 104.92 feet to a point;

(4) S 41°43'22" E, a distance of 30.94 feet to a point;

**THENCE:** (5) S 50°55'35" W, a distance of 59.36 feet to a point on the aforementioned northeast right-of-way line of South Alamo Street and the southwest line of said Lot 1;

THENCE: (6) N 39°04'48" W, (by plat N 39°04'41" W) a distance of 36.27 feet to the POINT OF BEGINNING, and containing 0.064 acres in the City of San Antonio, Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 8134-01 by Pape-Dawson Engineers, Inc.

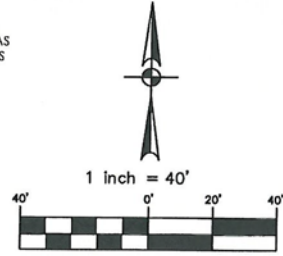
PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: May 13, 2015  
JOB NO. 8134-01  
DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\Word\8134-01 One Stop Esmt.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-00



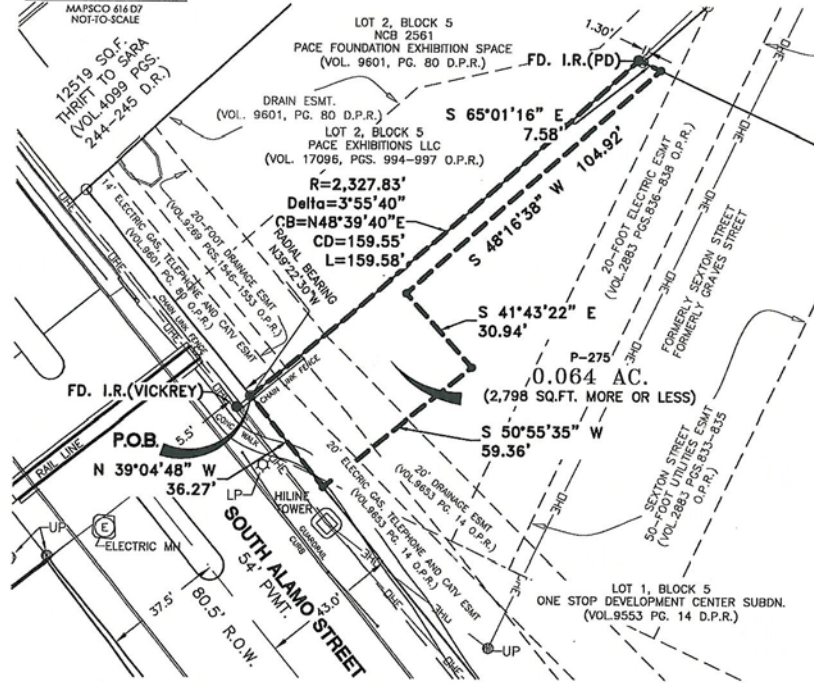


**LEGEND:**  
 DR DEED RECORDS OF BEXAR COUNTY, TEXAS  
 OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS  
 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS  
 FIR FOUND 1/2" IRON ROD

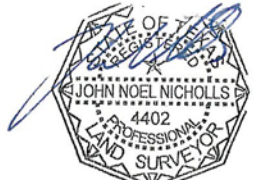
**NOTES:**  
 1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.  
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.  
 3. ONLY THE IMPROVEMENTS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



**LOCATION MAP**



Date: May 13, 2015  
 User ID: NNICHOLLS  
 File: N:\C\NL\B134-01 One Stop Easement Tract.dwg



**PAPE-DAWSON ENGINEERS**

2000 HW LOOP 410 | SAN ANTONIO TEXAS 78213 | PHONE: 210.273.9000  
 FAX: 210.273.9010  
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470  
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 1008600

**EXHIBIT**  
 FOR P-275 - ONE STOP DEVELOPMENT CENTER  
 A 0.064 ACRE, OR 2,798 SQUARE FEET MORE OR  
 LESS, EASEMENT TRACT ON LOT 1 BLOCK 5 OF  
 THE ONE STOP DEVELOPMENT CENTER  
 SUBDIVISION, RECORDED IN VOLUME 9553,  
 PAGE 14 OF THE DEED AND PLAT RECORDS OF  
 BEXAR COUNTY, TEXAS IN NEW CITY BLOCK  
 2561 OF THE CITY OF SAN ANTONIO, BEXAR  
 COUNTY, TEXAS.

**P-275 ONE STOP**

**EXHIBIT 2**



PROJECT NAME: SAN PEDRO CREEK  
PARCEL NO. P-275E-5

METES AND BOUNDS DESCRIPTION  
FOR  
A 0.035 OF AN ACRE (1,532 SQUARE FEET)  
VARIABLE WIDTH UTILITY LEASE

A 0.035 of an acre, or 1,532 square feet more or less, lease, out of Lot 1, Block 5 of the One Stop Development Center Subdivision recorded in Volume 9553, Page 14 of the Deed and Plat Records of Bexar County, Texas, conveyed to the City of San Antonio, Texas Municipal Facilities Corporation in Volume 9200, Page 198 of the Official Public Records of Real Property of Bexar County, Texas, in New City Block (N.C.B.) 2561 of the City of San Antonio, Bexar County, Texas. Said 0.035 of an acre lease, being more fully described as follows, with bearings based on the North American Datum of 1983 NAD 83 (2011) epoch 2010.00, from the Texas Coordinate System established for the South Central Zone:

COMMENCING: At a found ½" iron rod with a cap marked "KFW", the northeast corner of Lot 2, Block 5 of the Pace Foundation Exhibition Space recorded in Volume 9601, Page 80 of the Deed and Plat Records of Bexar County, Texas, the northwest corner of Lot 5, Block 4, N.C.B. 2561 of the City of San Antonio, Bexar County, Texas, on the south right-of-way line of Camp Street, a variable with right-of-way;

THENCE: S 24°58'12" W, departing the south right-of-way line of said Camp Street, with the east line of said Lot 2, the west line of said Lot 5, a distance of 159.78 feet to a found ½" iron rod with a cap marked "KFW", a south corner of said Lot 2, the southwest corner of said Lot 5, on the north line of said Lot 1;

THENCE: N 65°01'16" W, with the north line of said Lot 1, the south line of said Lot 2, a distance of 238.64 feet;

THENCE: Departing the north line of said Lot 1, the south line of said Lot 2, over and across said Lot 1, the following bearings and distances:

S 24°58'44" W, a distance of 16.34 feet to the POINT OF BEGINNING of the herein described easement, on the west line of a 25'x25' Utility Easement described concurrently;

S 04°02'25" E, with the west line of said 25'x25' Utility Easement, a distance of 20.48 feet to a point;

S 88°29'06" W, departing the west line of said 25'x25' Utility Easement, a distance of 86.82 feet to a point, on the east line of a lease tract described concurrently;

N 48°16'38" E, with the east line of said lease tract, a distance of 32.31 feet to a point;

0.035 of an acre  
Job No.: 8134-01

PROJECT NAME: SAN PEDRO CREEK  
SAWS PARCEL NO. P-275E-5

N 88°51'26" E, departing the east line of said lease tract, a distance of 61.25 feet to the POINT OF BEGINNING, and containing 0.035 acres in the City of San Antonio, Bexar County, Texas. Said lease being described in accordance with an Exhibit prepared under Job Number 8134-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: October 3, 2016  
REVISED: October 5, 2016  
JOB NO. 8134-01  
DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\2016 EASEMENTS\WORD\8134-01\_ESSS\_P275E-5\_0.035AC.docx







LOCATION MAP

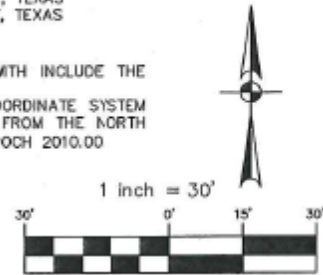
NOT-TO-SCALE

PROJECT NAME: SAN PEDRO CREEK  
 PARCEL NUMBER: P-275E-5

LEGEND:  
 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

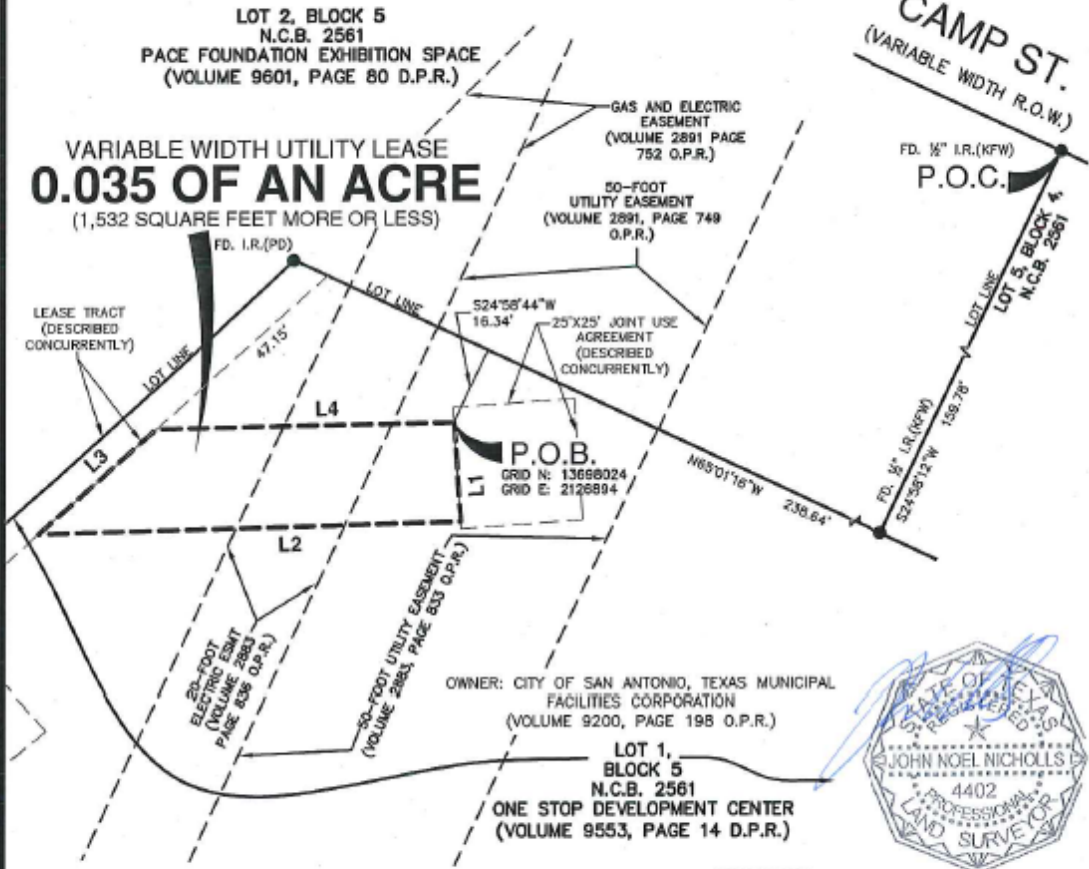
LINE TABLE		
LINE	BEARING	LENGTH
L1	S04°02'25"E	20.48'
L2	S88°29'06"W	86.82'
L3	N48°16'38"E	32.31'
L4	N88°51'26"E	61.25'



LOT 2, BLOCK 5  
 N.C.B. 2561  
 PACE FOUNDATION EXHIBITION SPACE  
 (VOLUME 9601, PAGE 80 D.P.R.)

VARIABLE WIDTH UTILITY LEASE  
**0.035 OF AN ACRE**  
 (1,532 SQUARE FEET MORE OR LESS)

LEASE TRACT  
 (DESCRIBED  
 CONCURRENTLY)



OWNER: CITY OF SAN ANTONIO, TEXAS MUNICIPAL FACILITIES CORPORATION  
 (VOLUME 9200, PAGE 198 O.P.R.)

LOT 1,  
 BLOCK 5  
 N.C.B. 2561  
 ONE STOP DEVELOPMENT CENTER  
 (VOLUME 9553, PAGE 14 D.P.R.)



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2003 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.8000  
 TSPS FIRM REGISTRATION #470 | TSPS FIRM REGISTRATION #1002889

EXHIBIT FOR  
 A 0.035 OF AN ACRE (1,532 SQUARE FEET)  
 VARIABLE WIDTH UTILITY LEASE

A 0.035 of an acre, or 1,532 square feet more or less, lease, out of Lot 1, Block 5 of the One Stop Development Center Subdivision recorded in Volume 9553, Page 14 of the Deed and Plat Records of Bexar County, Texas, conveyed to the City of San Antonio, Texas Municipal Facilities Corporation in Volume 9200, Page 198 of the Official Public Records of Real Property of Bexar County, Texas, in New City Block (N.C.B.) 2561 of the City of San Antonio, Bexar County, Texas.

JOB No.: 8134-01

Date: Oct 05, 2016, 11:05am User: G. Morza  
 File: N:\DWG\8134-01 San Pedro Creek\2016 EXHIBITS\8134-01\_275E-5.dwg