

EASEMENT AGREEMENT FOR ACCESS

THE STATE OF TEXAS

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KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

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San Antonio River Authority, 100 E. Guenther, San Antonio, Texas 78204, (the "Grantor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by City of San Antonio, Texas, P. O. Box 839966, San Antonio, Texas 78283-9966 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has this day GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee, its successors and assigns, an access easement (the "Easement") as herein described, for the construction, operation and maintenance of park improvements consisting of an eight foot wide trail, a portion of a six foot high non-climb fence and a future roadway and parking lot on the property described on Exhibit "A" (the "Easement Property") attached hereto and incorporated herein for all pertinent purposes.

Any use by Grantor of the Easement Property shall not interfere with or prevent the use of the Easement Property by Grantee for the purposes for which the Easement is granted. Grantee warrants to Grantor that the construction, operation and maintenance of all park improvements on the Easement Property shall be in accordance with the best operating procedures used by a prudent person engaged in constructing, operating and maintaining such improvements. Grantee agrees to not interfere with the use of Grantor's remaining property by Grantor or any of Grantor's tenants, invitees or guests. Grantee agrees that no cost or expense will be incurred by Grantor in connection with any of Grantee's construction, operation or maintenance of the Easement Property. Grantee agrees to maintain, and shall require its contractor(s) to maintain adequate liability insurance for its activities on the Easement Property and to be responsible for any damage or injury incurred as a result of its activities on the Easement Property.

Subject to the prior written approval of Grantor's Watershed Operations Department Manager, Grantee shall not increase the amount of impervious cover currently existing on the Easement Property. Grantee shall not store or apply chemical compounds, including, but not limited to fertilizers, pesticides or herbicides on the Easement Property unless Grantee determines that the stored or applied chemical compounds have no detrimental impact upon all surface water, all groundwater, all water from springs and artesian wells, and all appropriated and/or permitted state water rights on the Easement Property.

Subject to the prior written approval of Grantor's Watershed Operations Department Manager, Grantee may have the right to fill or modify the surface of the Easement Property in order to use the property for Panther Springs Park. Subject to the prior written approval of Grantor's Watershed Operations Department Manager, Grantee may remove trees, brush and vegetation in order to use the Easement Property for access to Panther Springs Park. Should Grantee fill or modify the surface of the Property, Grantee shall excavate another area, within the flood pool if

necessary, and to the extent necessary, to maintain the same storage capacity of Salado Site 5 dam. Such approval by Grantor's Watershed Operations Department Manager shall not be considered as an approval of the design features of any activity authorized or an implication that such construction is considered adequate for the purpose intended. It does not authorize any damage to private property, invasion of private rights, or any infringement of federal, state, or local laws or regulations.

Grantee shall comply with all present and future federal, state, and local laws and regulations, including, but not limited to the provisions of 30 T.A.C. § 213.000 *et. seq.*, as amended, all present and future rules and regulations of the Edwards Aquifer Authority, and all present and future rules and regulations of the Texas Historical Commission.

Grantee shall build and maintain a secure six foot high, non-climb fence to partition the dam structure from the Easement Property. Grantee shall construct gates in the fence at points of entry into the dam site. Grantee shall complete installation of fencing prior to construction improvements on Easement Property. Grantee shall complete installation of fencing by July 1, 2014. Grantee shall maintain the fence in good condition and repair.

Grantee shall not begin construction of improvements on the Easement Property without the prior written approval of Grantor's Watershed Operations Department Manager. Grantee will provide Grantor a thirty (30) day review period of the construction plans for future roadway and parking lot improvements on Easement Property. Grantee shall not occupy the Easement Property or allow any other use of the Easement Property other than for security and maintenance of existing conditions on the Easement Property until the Easement Property is improved for public recreational use. Grantor will be given recognition in any public ceremony or permanent signage associated with the improvements on the Easement Property. Grantee shall maintain the Easement Property in good condition and repair.

Grantee has had full opportunity to examine the Easement Property and acknowledges that there is in and about them nothing dangerous to life, limb or health, and Grantee hereby waives any claim for damages that may arise out of the condition of the premises. Grantee's taking possession of the Easement Property shall be conclusive evidence of Grantee's acceptance thereof and Grantee, as a material part of the consideration for this easement, hereby accepts the Easement Property "AS IS, WHERE IS, AND WITH ALL FAULTS" with any and all latent and patent defects. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement or other assertion with respect to the condition of the Easement Property but is relying on Grantee's examination of the Easement Property. Grantee accepts the Easement Property with the express understanding and stipulation that there are no express or implied warranties, that there is no warranty by Grantor that the Easement Property has a particular financial value or is fit for a particular purpose. Grantor specifically disclaims any warranty of suitability for Grantee's intended use of the Easement Property.

Grantee agrees that no representations respecting the condition of the Easement Property and no promises to repair, maintain or improve the Easement Property, either before or after the

execution hereof, have been made by the Grantor, its agents, or employees to Grantor. Grantee acknowledges that the Easement Property is located, in part, within the structures and improvements of Salado Site 5 dam, is used by Grantor to detain and convey floodwaters impounded by the Salado Site 5 dam, and is subject to periodic flooding.

Grantee assumes all risk of loss or damage to cars parked on the Easement Property and will provide such security as Grantee deems appropriate to protect the parked cars from loss or damage. River Authority will not provide security for the Easement Property or any cars parked on the Easement Property.

Grantor grants, sells and conveys this Easement to Grantee subject to all matters of public record that do not materially affect the purposes of the Easement.

In the event that Grantee fails to use the Easement Property for Panther Springs Park for public park purposes or fails to complete construction of the park improvements, Grantor shall provide written notice to Grantee of such failure and the Grantee will have the opportunity to make the necessary modifications agreed upon by both the Grantor and the Grantee. If a mutual agreement cannot be reached by the Grantor and the Grantee within three months from Grantor's written notice to Grantee of the occurrence of any of these events, this Easement will terminate, and Grantee will vacate the Easement Property immediately upon notice from Grantor and restore the Easement Property to the condition it was in prior to Grantee's use of the Easement Property.

TO HAVE AND TO HOLD the above described easement and rights unto Grantee and its successors and assigns for as long as said rights are used for the above stated purposes. Grantor, Grantor's successors and legal representatives bind themselves to warrant and forever defend all and singular the above described easement and rights unto Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2013.

GRANTOR:

**San Antonio River Authority**

By: \_\_\_\_\_  
Suzanne B. Scott, General Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me, the undersigned authority on the \_\_\_\_ day of \_\_\_\_\_ 2013 by Suzanne B. Scott, General Manager of San Antonio River Authority.

\_\_\_\_\_  
Notary Public, State of Texas

GRANTEE:

**City of San Antonio, Texas**

By: \_\_\_\_\_  
Sheryl Sculley, City Manager

STATE OF TEXAS

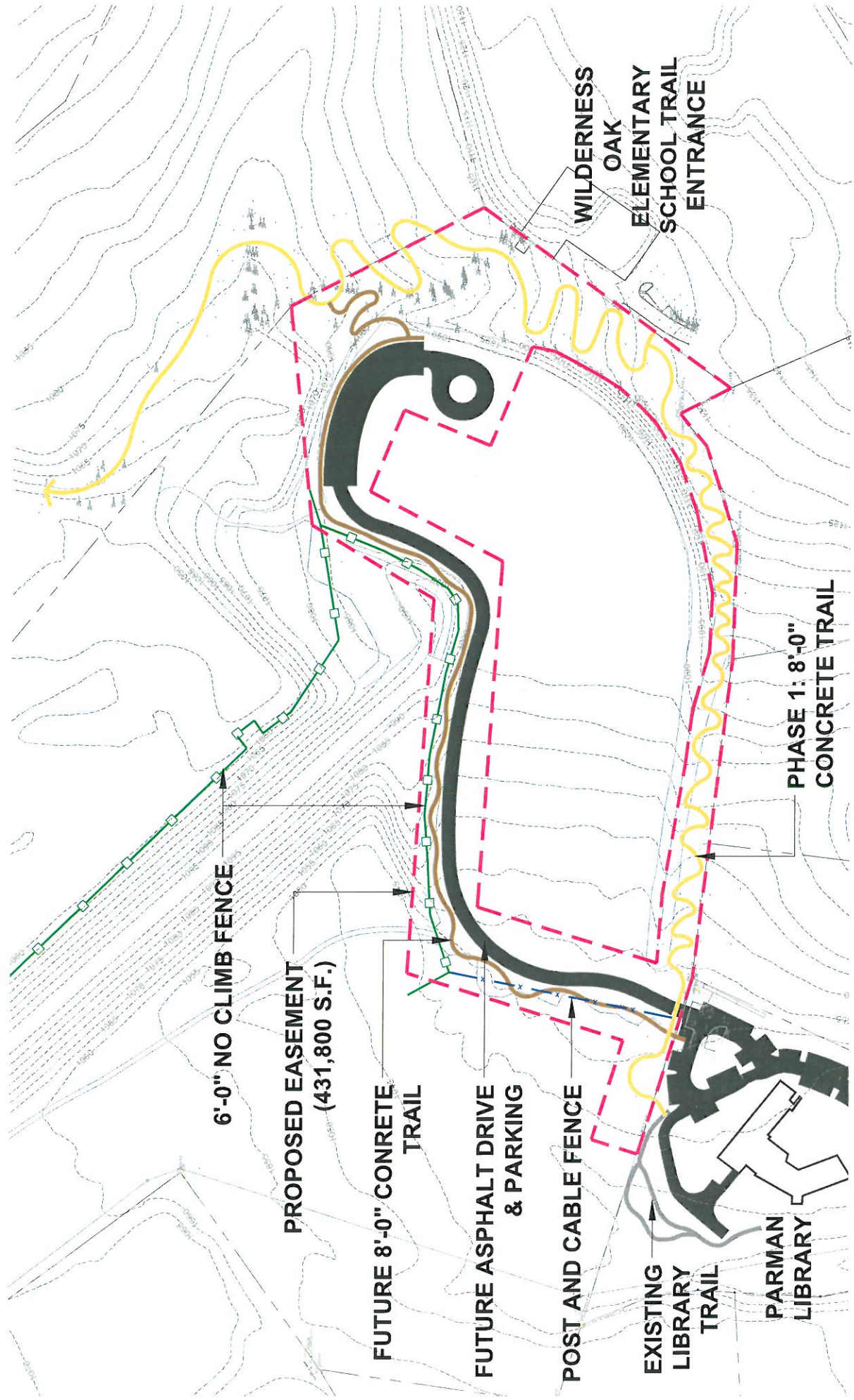
COUNTY OF BEXAR

This instrument was acknowledged before me, the undersigned authority on the \_\_\_\_ day of \_\_\_\_\_ 2014 by Sheryl Sculley, City Manager of City of San Antonio, Texas.

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Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of San Antonio, Texas  
P. O. Box 839966  
San Antonio, Texas 78238-9966



6'-0" NO CLIMB FENCE

PROPOSED EASEMENT  
(431,800 S.F.)

FUTURE 8'-0" CONCRETE TRAIL

FUTURE ASPHALT DRIVE & PARKING

POST AND CABLE FENCE

EXISTING LIBRARY TRAIL

PARMAN LIBRARY

PHASE 1: 8'-0" CONCRETE TRAIL

WILDERNESS OAK ELEMENTARY SCHOOL TRAIL ENTRANCE

**PANTHER SPRINGS PARK- SARA EASEMENT**

TDG 11.20.13