

AN ORDINANCE **2016-11-03-0855**

**AUTHORIZING THE DECLARATION AS SURPLUS AND CONVEYANCE OF FOUR CITY OWNED REAL PROPERTY INTERESTS, LOCATED IN CITY COUNCIL DISTRICT 1 ALONG OR NEAR THE EXISTING SAN PEDRO CREEK TO THE SAN ANTONIO RIVER AUTHORITY; AUTHORIZING THE EXECUTION OF THREE JOINT USE AGREEMENTS WITH THE SAN ANTONIO WATER SYSTEM AND THREE JOINT USE AGREEMENTS WITH CPS ENERGY; 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 various property interests adjacent or near San Pedro Creek, some of which are currently owned by the City of San Antonio; 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 convey to the San Antonio River Authority the 10 real property interests described and as shown in **Attachment I**. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city deeds without warranty, joint use agreements, or easements substantially in the form shown in **Attachment II** as needed, conveying the above-described property to the San Antonio Water System, CPS Energy, or the San Antonio River Authority for the San Pedro Creek Improvements Project. The City Manager and her designee, severally, are authorized to take all additional actions reasonably necessary or convenient to effectuate the transactions, including executing and delivering all instruments and agreements conducive to effectuating the transactions.

**SECTION 2.** Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 219000000025 and General Ledger 4407720. All fees associated with these conveyances and their approval 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 3rd day of November, 2016.

M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Attorney

<b>Agenda Item:</b>	<b>13A ( in consent vote: 4, 5, 6, 7, 9, 10, 11, 12, 13A, 13B, 13C, 13D, 14, 16, 19 )</b>						
<b>Date:</b>	11/03/2016						
<b>Time:</b>	09:16:01 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the declaration as surplus and conveyance of four City owned real property interests along or near the existing San Pedro Creek to the San Antonio River Authority; authorizing the execution of three joint use agreements with the San Antonio Water System and three joint use agreements with CPS Energy; and waiving associated fees.						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

## Attachment I: Property Descriptions

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**Parcel No. P-164TCE-1**  
**Project Name: San Pedro Creek**  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.705 Ac. Tract**  
(30,717 sq. ft.)

Being 0.705 acre of land (30,717 sq. ft.) out of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas and out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, both tracts being recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.705 acre tract (30,717 sq. ft.) being more particularly described as follows:

**Beginning** at a found Mag Nail with Washer located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said point of beginning being the most southeasterly corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence N 85°19'34" W, 301.38 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and said 34,580 Sq. Ft. tracts to a point located on the east right-of-way line of Laredo St. and being the common westerly corner of the said 29,441 Sq. Ft. and said 34,580 Sq. Ft. tracts of land; said point being the most southwesterly corner of the said 29,441 Sq. Ft. tract and of the tract herein described;
2. Thence N 03°59'36" E, 97.53 feet departing the said common line and continuing along the said east right-of-way line to a point for the northwest corner of the tract herein described;
3. Thence S 86°47'29" E, 148.42 feet departing the said east right-of-way and crossing the said Lot 4 to an angle point corner of the tract herein described;
4. Thence N 02°55'54" E, 5.37 feet to an angle point corner of the tract herein described;

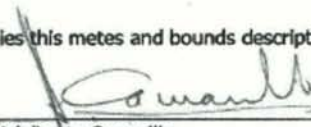
H:\Jobs\12\013\Tochprod\Survey\Documents\Metes & Bounds\12013 Parcel P-164TCE-1.doc

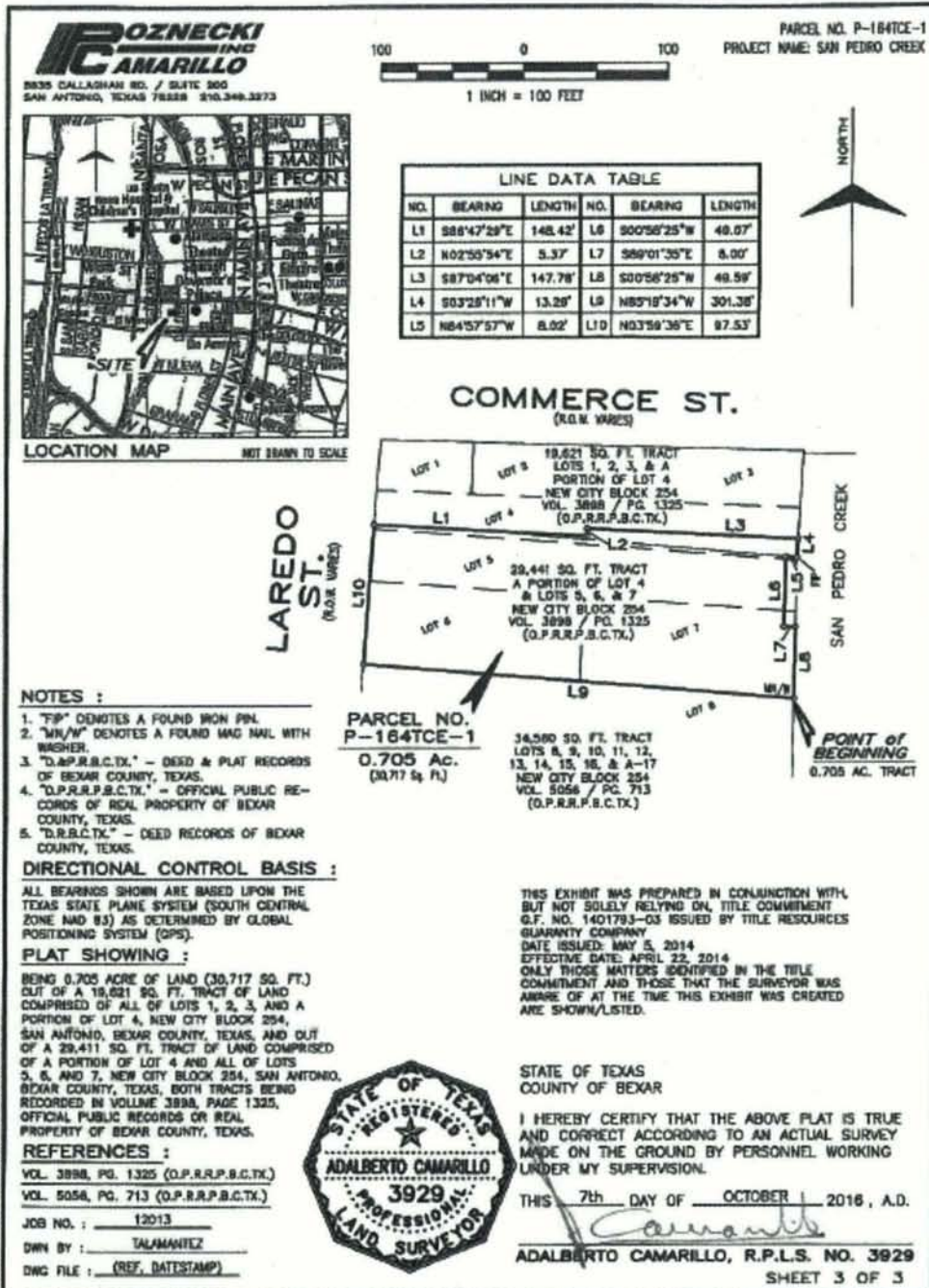
**Parcel No. P-164TCE-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

- 5. Thence S 87°04'06" E, 147.78 feet crossing the said Lot 4 to a point located on the west right-of-way line of the San Pedro Creek and being the northeast corner of the tract herein described;
- 6. Thence S 03°26'11" W, 13.29 feet along the said west right-of-way line to a found iron pin being the common easterly corner of the said 29,441 Sq. Ft. and said 19,621 Sq. Ft. tracts; said iron pin being an angle point corner of the tract herein described;
- 7. Thence N 84°57'57" W, 8.02 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and said 19,621 Sq. Ft. tracts to a point for an angle point corner of the tract herein described;
- 8. Thence S 00°58'25" W, 49.07 feet departing the said common line and crossing the said portion of Lot 4, Lot 5, and Lot 7 to an angle point corner of the tract herein described;
- 9. Thence S 89°01'35" E, 8.00 feet to a point located on the west right-of-way line of the San Pedro Creek for an angle point corner of the tract herein described;
- 10. Thence S 00°58'25" W, 49.59 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.705 acre of land (30,717 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
\_\_\_\_\_  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
October 7, 2016



**Parcel No. P100E-1**  
**Project Name: San Pedro Creek**  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.090 Ac. Tract**  
(3,957 sq. ft.)

Being 0.090 acre of land (3,957 sq. ft.) out of the Santa Rosa St. right-of-way, out of the San Pedro Creek right-of-way, and out of the Camaron St. right-of-way, San Antonio, Bexar County, Texas; said 0.090 acre tract (3,957 sq. ft.) being more particularly described as follows:

**Beginning** at a point being N 55°21'57" W, 255.55 feet from a found iron pin located at the intersection of the southeast right-of-way line of Santa Rosa St. with the southwest right-of-way line of Camaron St. and being the most northerly corner of a remaining portion of Lot 2, New City Block 14483, Tex R-78 Rosa Verde Project Unit 1-B Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 7800, Page 224 of the Deed and Plat Records of Bexar County, Texas;

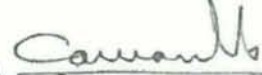
1. Thence N 76°28'36" W, 25.00 feet to an angle point corner of the tract herein described;
2. Thence N 13°31'24" E, 25.00 feet to an angle point corner of the tract herein described;
3. Thence S 76°28'36" E, 2.50 feet to an angle point corner of the tract herein described;
4. Thence N 13°31'24" E, 135.33 feet to an angle point corner of the tract herein described;
5. Thence N 76°28'36" W, 2.50 feet to an angle point corner of the tract herein described;
6. Thence N 13°31'24" E, 25.00 feet to an angle point corner of the tract herein described;
7. Thence S 76°28'36" E, 25.00 feet to an angle point corner of the tract herein described;

**Parcel No. P100E-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

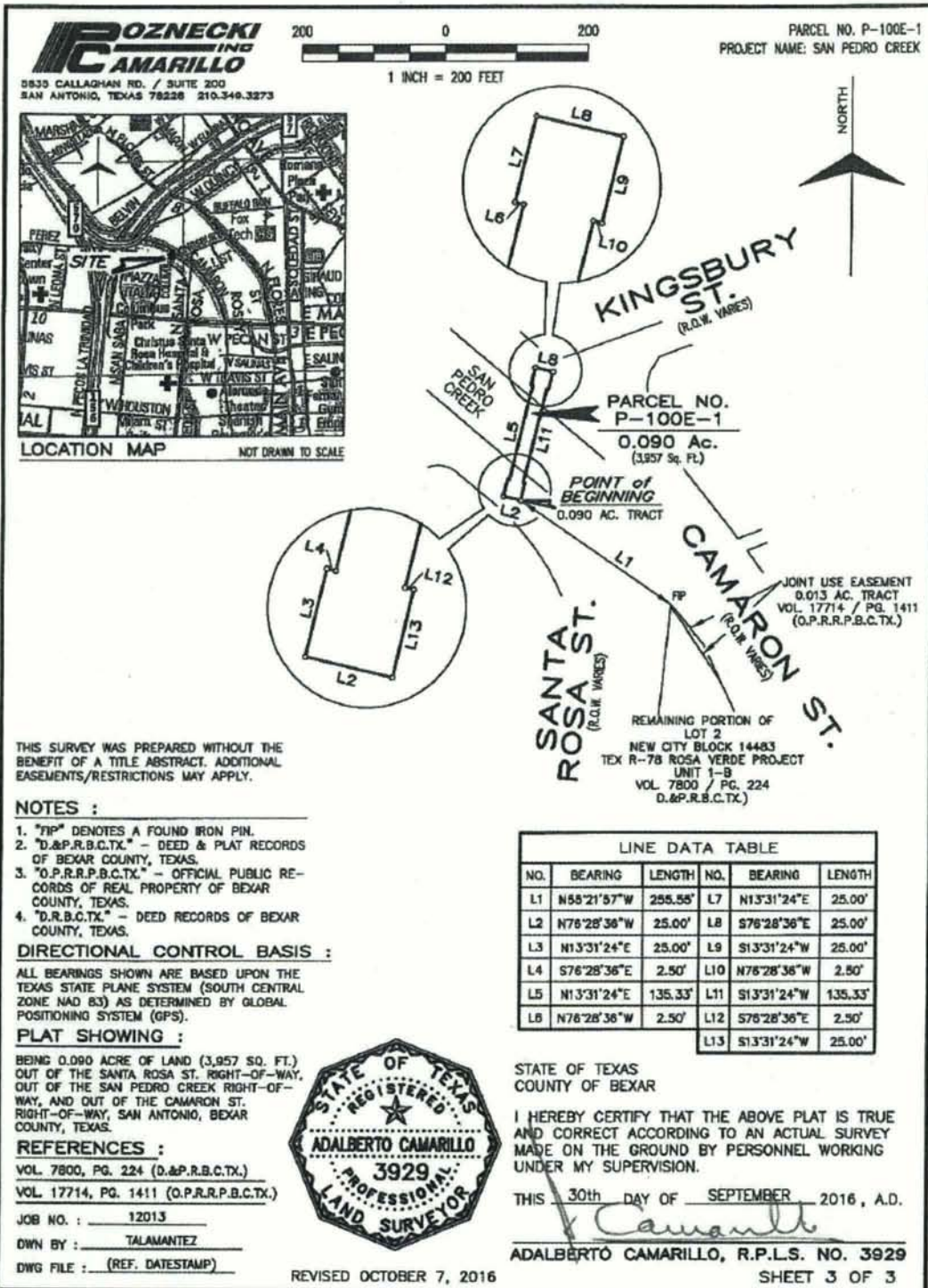
8. Thence S 13°31'24" W, 25.00 feet to an angle point corner of the tract herein described;
9. Thence N 76°28'36" W, 2.50 feet to an angle point corner of the tract herein described;
10. Thence S 13°31'24" W, 135.33 feet to an angle point corner of the tract herein described;
11. Thence S 76°28'36" E, 2.50 feet to an angle point corner of the tract herein described;
12. Thence S 13°31'24" W, 25.00 feet to the **Point of Beginning** and containing 0.090 acre of land (3,957 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
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Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016





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PROJECT NAME: SAN PEDRO CREEK  
PARCEL NO. P-100E-3

METES AND BOUNDS DESCRIPTION  
FOR  
A 0.029 OF AN ACRE (1,245 SQUARE FEET)  
VARIABLE WIDTH JOINT USE AGREEMENT

A 0.029 of an acre, or 1,245 square feet more or less, agreement, out of the remaining portion of Lots 1 and 2 of New City Block (N.C.B.) 2554 of the City of San Antonio, Bexar County, Texas, said Lot 1 and 2 being described in conveyance to San Antonio River Authority in Volume 4775, Page 430 of the Deed Records of Bexar County, Texas, and being out of Tract F-1 19,496 square foot tract, described in the San Antonio River Authority Ordinance 0-404 recorded in Volume 5533, Page 176 of the Deed Records of Bexar County, Texas, said Tract F-1 being also described in conveyance to the San Antonio River Authority in Volume 5533, Page 187 of the Deed Records of Bexar County, Texas, in the City of San Antonio, Bexar County, Texas. Said 0.029 of an acre agreement, 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 iron nail and washer, the southeast corner of said Tract F-1, on the north right-of-way line of Camp Street, a variable width right-of-way;

THENCE: N 47°31'46" W, departing the north right-of-way line of said Camp Street, with the east line of said Tract F-1, a distance of 14.53 feet to the POINT OF BEGINNING of the herein described easement;

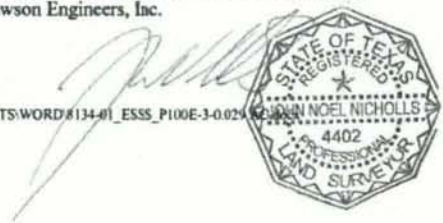
THENCE: N 60°13'38" W, departing the east line of said Tract F-1, over and across said Tract F-1, and said Lot 1 and 2, a distance of 35.58 feet to a point, on the southeast line of Lot 24, N.C.B. 921 of the SARA #1 Subdivision recorded in Volume 5502, Page 131 of the Deed and Plat Records of Bexar County, Texas, from which a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", the southeast corner of said Lot 24 bears a bearing and distance of S 47°34'10" W, 8.58 feet;

THENCE: N 47°34'10" E, the east line of said Lot 24, a distance of 35.73 feet to a point;

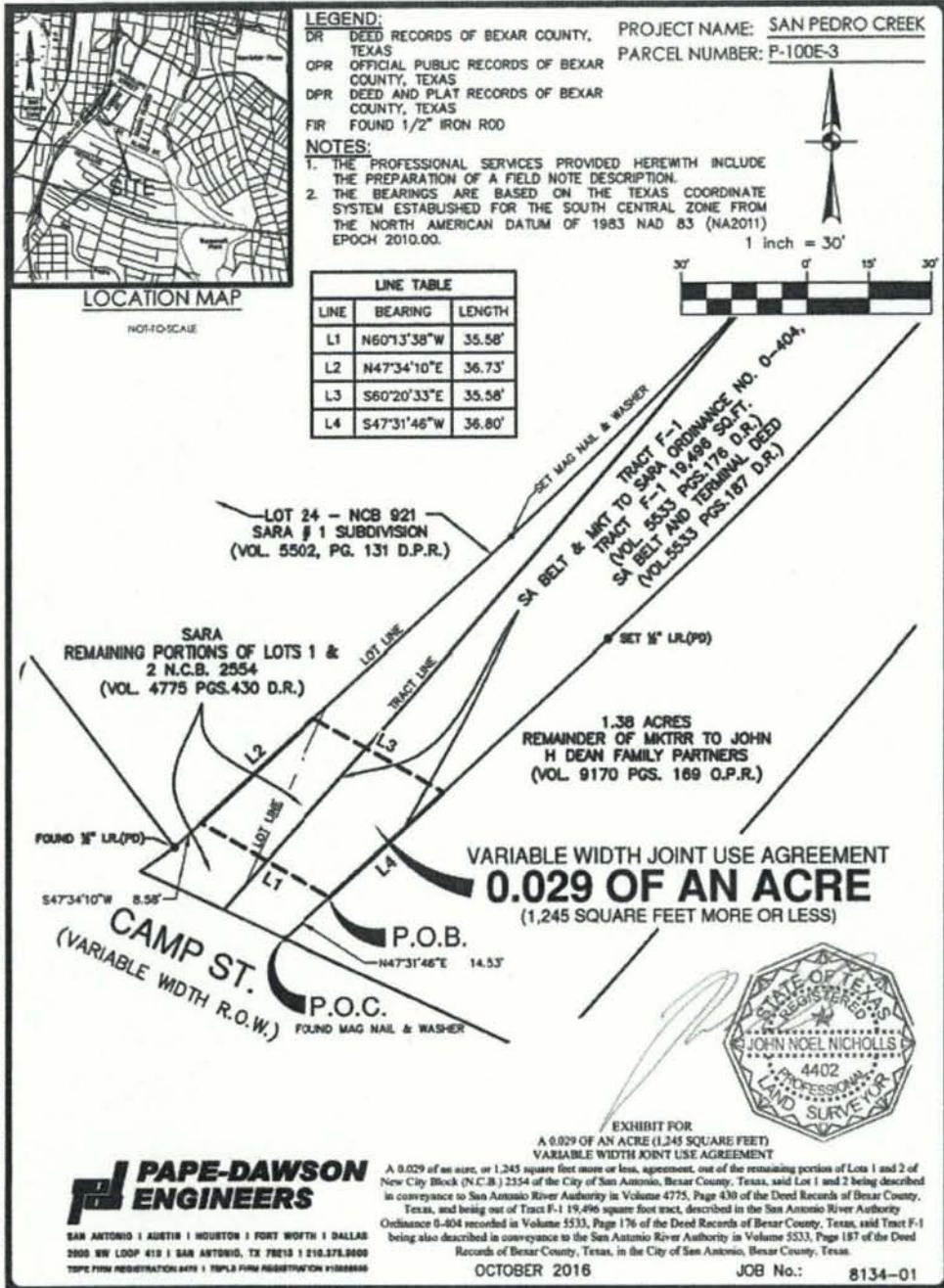
THENCE: S 60°20'33" E, departing the east line of said Lot 24, over and across Tract F-1, and said Lot 1 and 2, a distance of 35.58 feet to a point, on the east line of said Tract F-1;

THENCE: S 47°31'46" W, with the east line of said Tract F-1, a distance of 36.80 feet the POINT OF BEGINNING, and containing 0.029 of an acre in the City of San Antonio, Bexar County, Texas. Said agreement 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  
JOB NO. 8134-01  
DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\2016 EASEMENTS\WORD\8134-01\_ESSS\_P100E-3-0.029



TBPE Firm Registration #470 | TBPLS Firm Registration #10028800  
San Antonio | Austin | Houston | Fort Worth | Dallas  
Transportation | Water Resources | Land Development | Surveying | Environmental  
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com



Date: Oct. 01, 2016, 9:20am User: JD, Job: 8134-01, File: P:\DATA\2016-01\San Pedro Creek\1016\ASD\1016-01\_2016\_P100E-3.dwg



PROJECT NAME: SAN PEDRO CREEK  
PARCEL NO. P-275E-4

METES AND BOUNDS DESCRIPTION  
FOR  
A 0.014 OF AN ACRE (625 SQUARE FEET)  
25X25-FOOT JOINT USE AGREEMENT

A 0.014 of an acre, or 625 square feet more or less, agreement, 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 0.014 of an acre agreement, 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 1/2" 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 width 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 1/2" iron rod with a cap marked "KFW", the southeast 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 218.27 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 1.53 feet to the POINT OF BEGINNING (GRID N: 13698029, GRID E: 2126919) of the herein described easement;
- S 04°02'25" E, a distance of 25.00 feet to a point;
- S 85°57'35" W, a distance of 25.00 feet to a point;
- N 04°02'25" W, with an east line of a Variable Width Utility Easement described concurrently, a distance of 25.00 feet to a point;
- N 85°57'35" E, a distance of 25.00 feet to the POINT OF BEGINNING, and containing 0.014 of an acre in the City of San Antonio, Bexar County, Texas. Said agreement 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  
 JOB NO. 8134-01  
 DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\2016 EASEMENTS\  
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TBPE Firm Registration #470 | TBPLS Firm Registration #10028800  
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 Transportation | Water Resources | Land Development | Surveying | Environmental  
 2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com



**Parcel No. P-164FS-1**  
**Project Name: San Pedro Creek**  
Page 1 of 2

**Metes and Bounds Description**  
**for a**  
**0.009 Ac. Tract**  
(390 sq. ft.)

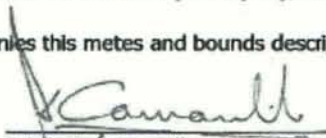
Being 0.009 acre of land (390 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.009 acre tract (390 sq. ft.) being more particularly described as follows:

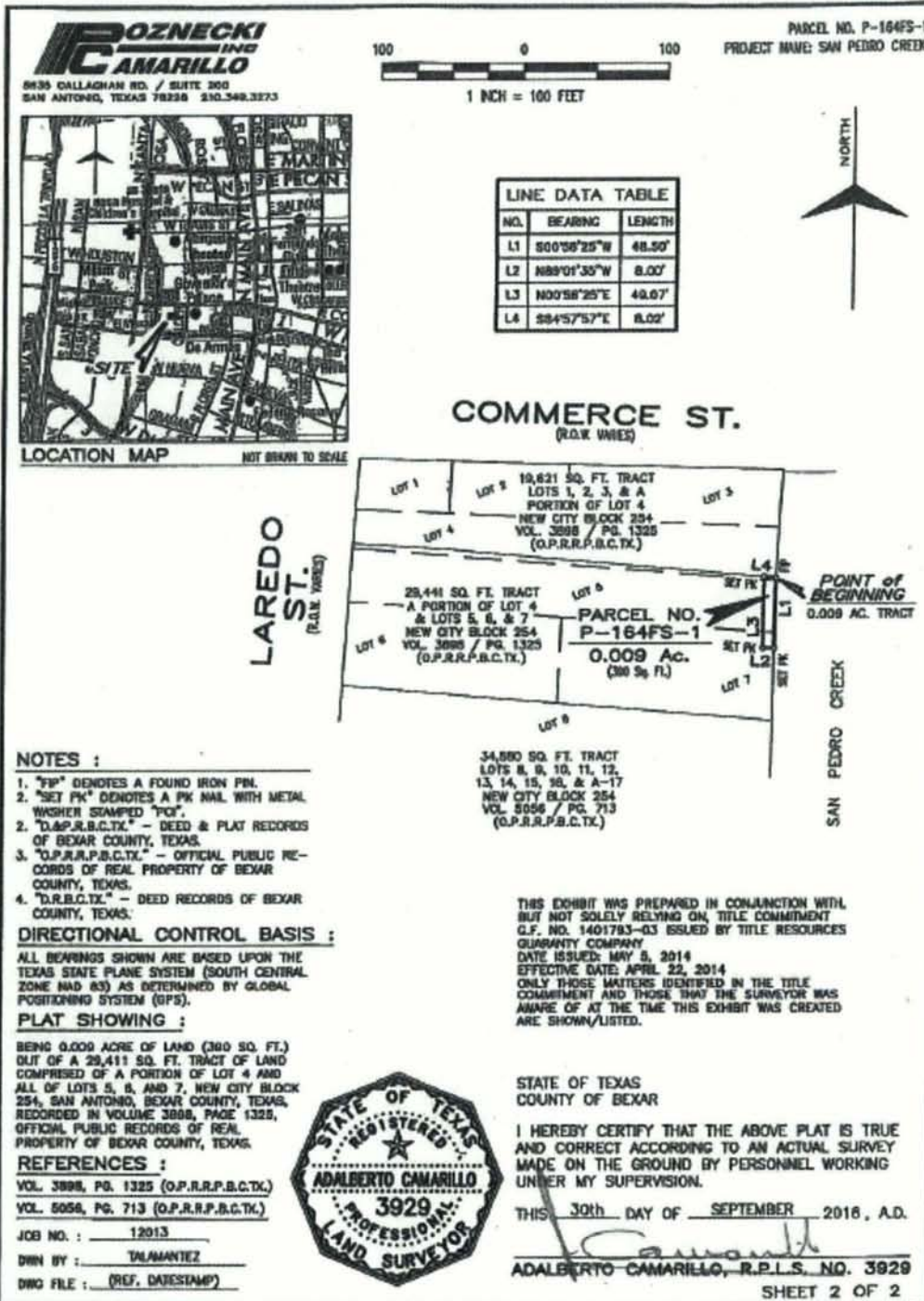
**Beginning** at a found iron pin located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land being comprised of all of Lots 1, 2, and 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the northeast corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence S 00°58'25" W, 48.50 feet along the said west right-of-way line to a PK Nail set for the southeast corner of the tract herein described;
2. Thence N 89°01'35" W, 8.00 feet departing the west right-of-way line of the San Pedro Creek to a PK Nail set for the southwest corner of the tract herein described;
3. Thence N 00°58'25" E, 49.07 feet crossing the said Lot 7, Lot 5, and a portion of Lot 4 to a set PK Nail located on the common line between the said 29,441 Sq. Ft. and 19,621 Sq. Ft. tracts for the northwest corner of the tract herein described;
4. Thence S 84°57'57" E, 8.02 feet along the said common line to the **Point of Beginning** and containing 0.009 acre of land (390 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016



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**Parcel No. P-164E-1**  
**Project Name: San Pedro Creek**  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.031 Ac. Tract**  
(1,369 sq. ft.)

Being 0.031 acre of land (1,369 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.031 acre tract (1,369 sq. ft.) being more particularly described as follows:

**Beginning** at a point located on the common line between the said 29,441 Sq. Ft. tract and a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said point being N 85°19'34" W, 15.03 feet along the said common line from a found Mag Nail with Washer being the common easterly corner of the said 29,441 Sq. Ft. and 34,580 Sq. Ft. tracts and being located on the west right-of-way line of the San Pedro Creek; said point of beginning being the most southeasterly corner of the tract herein described;

1. Thence N 85°19'34" W, 14.03 feet along the said common line to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 90.35 feet departing the said common line and crossing the said Lots 7 and 5 to a point for the northwest corner of the tract herein described;
3. Thence S 89°01'35" E, 21.00 feet to a point for the northeast corner of the tract herein described;
4. Thence S 00°58'25" W, 14.00 feet to an angle point corner of the tract herein described;
5. Thence N 89°01'35" W, 7.00 feet to an angle point corner of the tract herein described;

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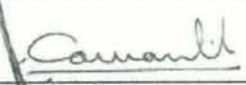


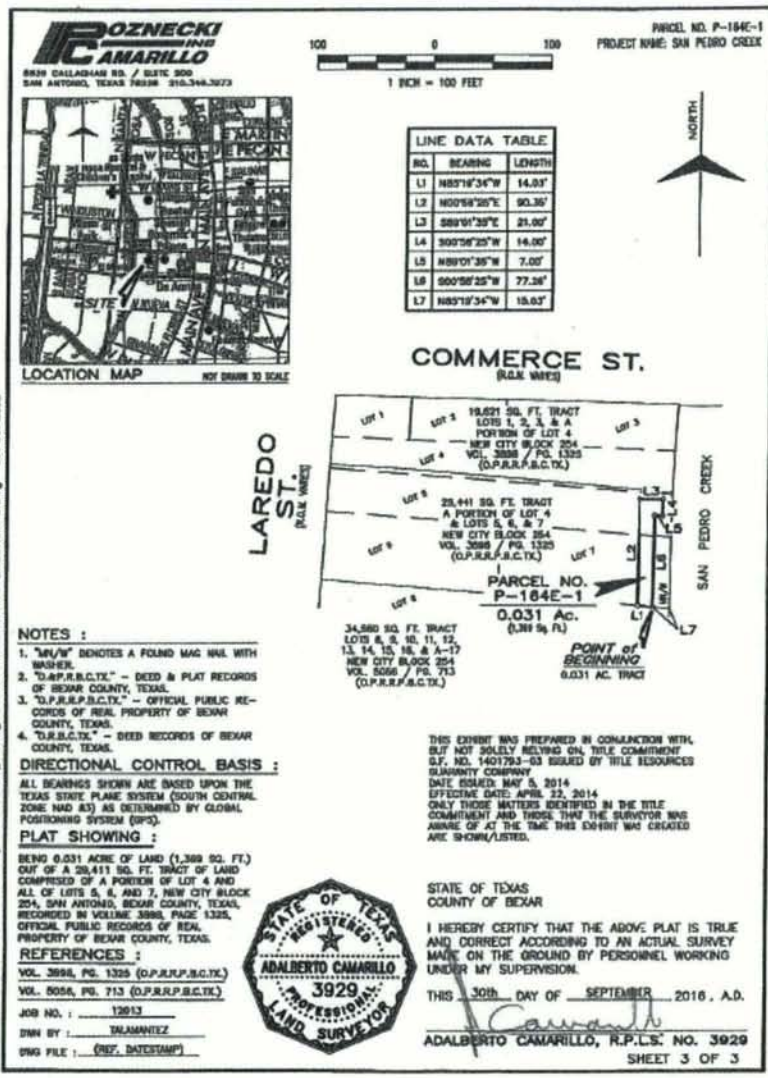
**Parcel No. P-164E-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

6. Thence S 00°58'25" W, 77.26 feet crossing the said Lots 5 and 7 to the **Point of Beginning** and containing 0.031 acre of land (1,369 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016



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**POZNECKI & ASSOCIATES**  
**CAMARILLO**  
8820 CALLAGHAN RD. / SUITE 200  
SAN ANTONIO, TEXAS 78238 210.549.3073



- NOTES :**
- "N/A/W" DENOTES A FOUND MAG NAIL WITH WASHER.
  - "O.P.R.P.B.C.T.X." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
  - "O.P.R.P.B.C.T.X." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
  - "L.S.B.C.T.X." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

**DIRECTIONAL CONTROL BASIS :**  
ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

**PLAT SHOWING :**  
BEING 0.031 ACRE OF LAND (1,389 SQ. FT.) OUT OF A 20,411 SQ. FT. TRACT OF LAND COMPRISED OF A PORTION OF LOT 4 AND ALL OF LOTS 5, 6, AND 7, NEW CITY BLOCK 254, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 3088, PAGE 1325, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

**REFERENCES :**  
VOL. 3088, PG. 1325 (O.P.R.P.B.C.T.X.)  
VOL. 5056, PG. 713 (O.P.R.P.B.C.T.X.)  
JOB NO. : 12013  
DRAWN BY : TALAMANTZ  
DWG FILE : (REV. DATE/STAMP)



THIS EXHIBIT WAS PREPARED IN CONNECTION WITH, BUT NOT SOLELY RELYING ON, TITLE COMMITMENT G.F. NO. 1401793-03 ISSUED BY TITLE RESOURCES GUARANTY COMPANY. DATE ISSUED: MAY 5, 2014. EFFECTIVE DATE: APRIL 22, 2014. ONLY THOSE MATTERS IDENTIFIED IN THE TITLE COMMITMENT AND THOSE THAT THE SURVEYOR WAS AWARE OF AT THE TIME THIS EXHIBIT WAS CREATED ARE SHOWN/LISTED.

**Parcel No. P-192E-1**  
**Project Name: San Pedro Creek**  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.102 Ac. Tract**  
(4,452 sq. ft.)

Being 0.102 acre of land (4,452 sq. ft.) and being all of that land located within New City Block 13419, San Antonio, Bexar County, Texas, described as "Tract No. 1" and "Tract No. 2", recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas; said 0.102 acre tract (4,452 sq. ft.) being more particularly described as follows:

**Beginning** at a point located at the intersection of the northeast right-of-way line of Cesar Chavez Blvd. and the northwest right-of-way line of San Pedro Creek; said point being the most southerly corner of the said 0.102 acre tract and of the tract herein described;

1. Thence N 63°37'07" W, 22.05 feet departing the said northwest right-of-way line and continuing along the said northeast right-of-way line to a point located at the common southwesterly corner of the said 0.102 acre tract and of Lot 5, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas; said point being the most westerly corner of the said 0.102 acre tract and of the tract herein described;
2. Thence N 37°12'52" E, 202.71 feet departing the said northeast right-of-way line and continuing along the common line between the said 0.102 acre tract and the said Lot 5 to a found iron pin located on the common line between the said 0.102 acre tract, the said Lot 5, and a 0.577 acre tract recorded in Volume 4087, Page 683, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the common northerly corner of the said 0.102 acre tract and of the said Lot 5 and also being the most northerly corner of the said 0.102 acre tract and of the tract herein described;
3. Thence S 63°37'08" E, 22.67 feet departing the common line between the said 0.102 acre tract and the said Lot 5 and continuing along the common line between the said 0.102 acre tract, the said 0.577 acre tract, and a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas to a point located on the northwest right-of-way line of San Pedro Creek; said point being the most easterly corner of the said 0.102 acre tract and of the tract herein described;

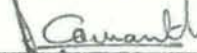
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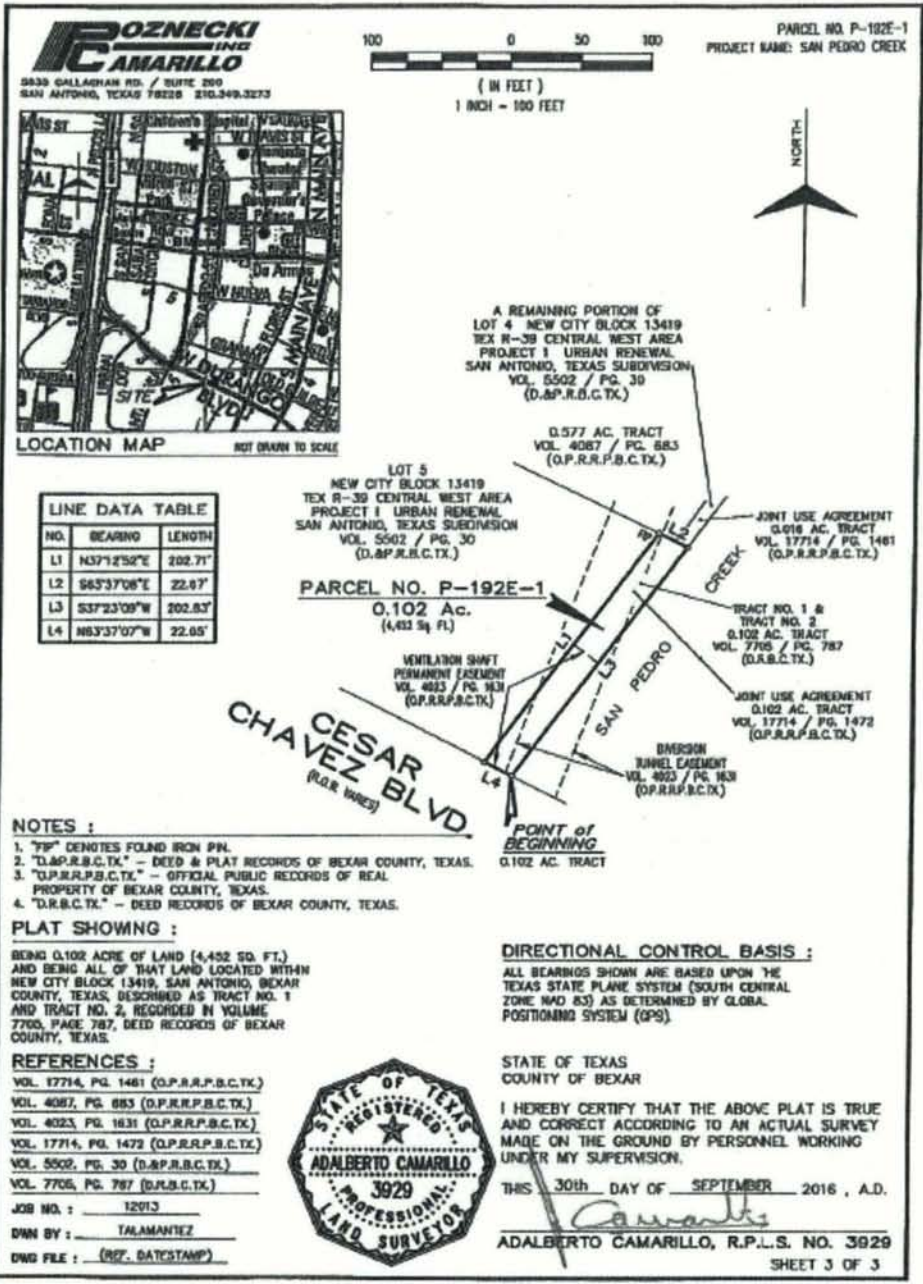
**Parcel No. P-192E-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

4. Thence S 37°23'09" W, 202.83 feet departing the said common line and continuing along the said northwest right-of-way line to the **Point of Beginning** and containing 0.102 acre of land (4,452 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
\_\_\_\_\_  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016



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**Parcel No. P-100E-2**  
**Project Name: San Pedro Creek**  
Page 1 of 2

**Metes and Bounds Description**  
**for a**  
**0.008 Ac. Tract**  
(353 sq. ft.)

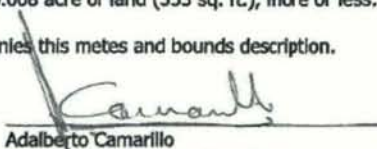
Being 0.008 acre of land (353 sq. ft.) out of the San Pedro Creek right-of-way, San Antonio, Bexar County, Texas; said 0.008 acre tract (353 sq. ft.) being more particularly described as follows:

**Beginning** at a point located on the common line between the San Pedro Creek and a 29,441 Sq. Ft. tract of land being comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point being S 00°58'25" W, 5.86 feet along the said common line from a found iron pin being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land being comprised of all of Lots 1, 2, and 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point of beginning being the northwest corner of the tract herein described;

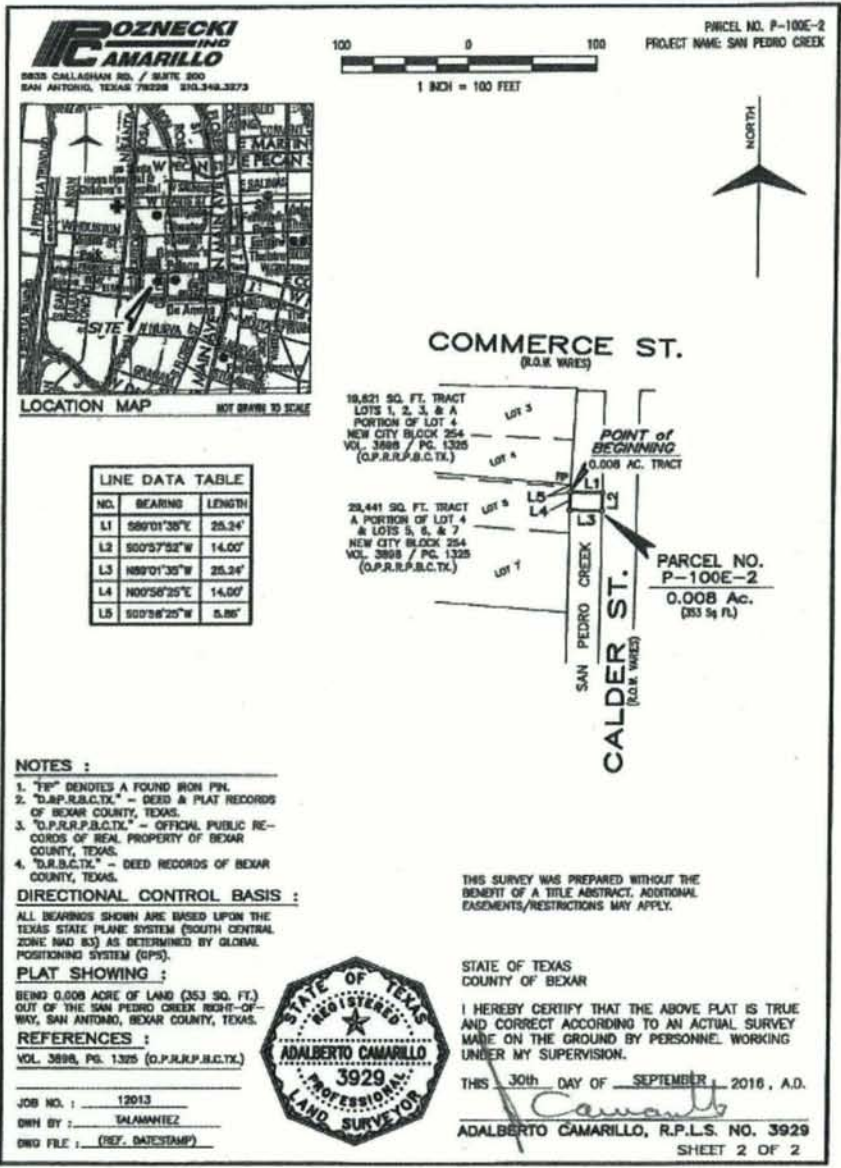
1. Thence S 89°01'35" E, 25.24 feet departing the said common line and crossing the San Pedro Creek to a point located on the common line between the San Pedro Creek and Calder St.; said point being the northeast corner of the tract herein described;
2. Thence S 00°57'52" W, 14.00 feet along the said common line to a point for the southeast corner of the tract herein described;
3. Thence N 89°01'35" W, 25.24 feet departing the said common line and crossing the San Pedro Creek to a point located on the common line between the San Pedro Creek and the said 29,441 Sq. Ft. tract; said point being the southwest corner of the tract herein described;
4. Thence N 00°58'25" E, 14.00 feet along the said common line to the **Point of Beginning** and containing 0.008 acre of land (353 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016

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**Parcel No. P-163E-1**  
**Project Name: San Pedro Creek**  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.004 Ac. Tract**  
(199 sq. ft.)

Being 0.004 acre of land (199 sq. ft.) out of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.004 acre tract (199 sq. ft.) being more particularly described as follows:

**Commencing** at a found iron pin located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 19,621 Sq. Ft. tract and of a 29,441 Sq. Ft. tract of land being comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the southeast corner of the said 19,621 Sq. Ft. tract and of the tract herein described; thence one foot below the surface to NAVD88 elevation 641.29 for a subterranean easement not lower than NAVD88 elevation 616.29 for the **Point of Beginning**. This description is intended to describe a permanent subterranean easement for constructing permanent wall stabilization soil nails situated no higher than one foot below the existing surface and not lower than twenty six feet below the existing surface.

1. Thence N 84°57'57" W, 15.04 feet departing the said west right-of-way line and continuing along the common line between the said 19,621 Sq. Ft. and 29,441 Sq. Ft. tracts to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 12.75 feet departing the said common line to a point for the northwest corner of the tract herein described;
3. Thence S 87°04'06" E, 15.58 feet to a point located on the west right-of-way line of the San Pedro Creek for the northeast corner of the tract herein described;

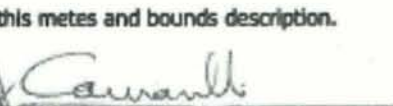


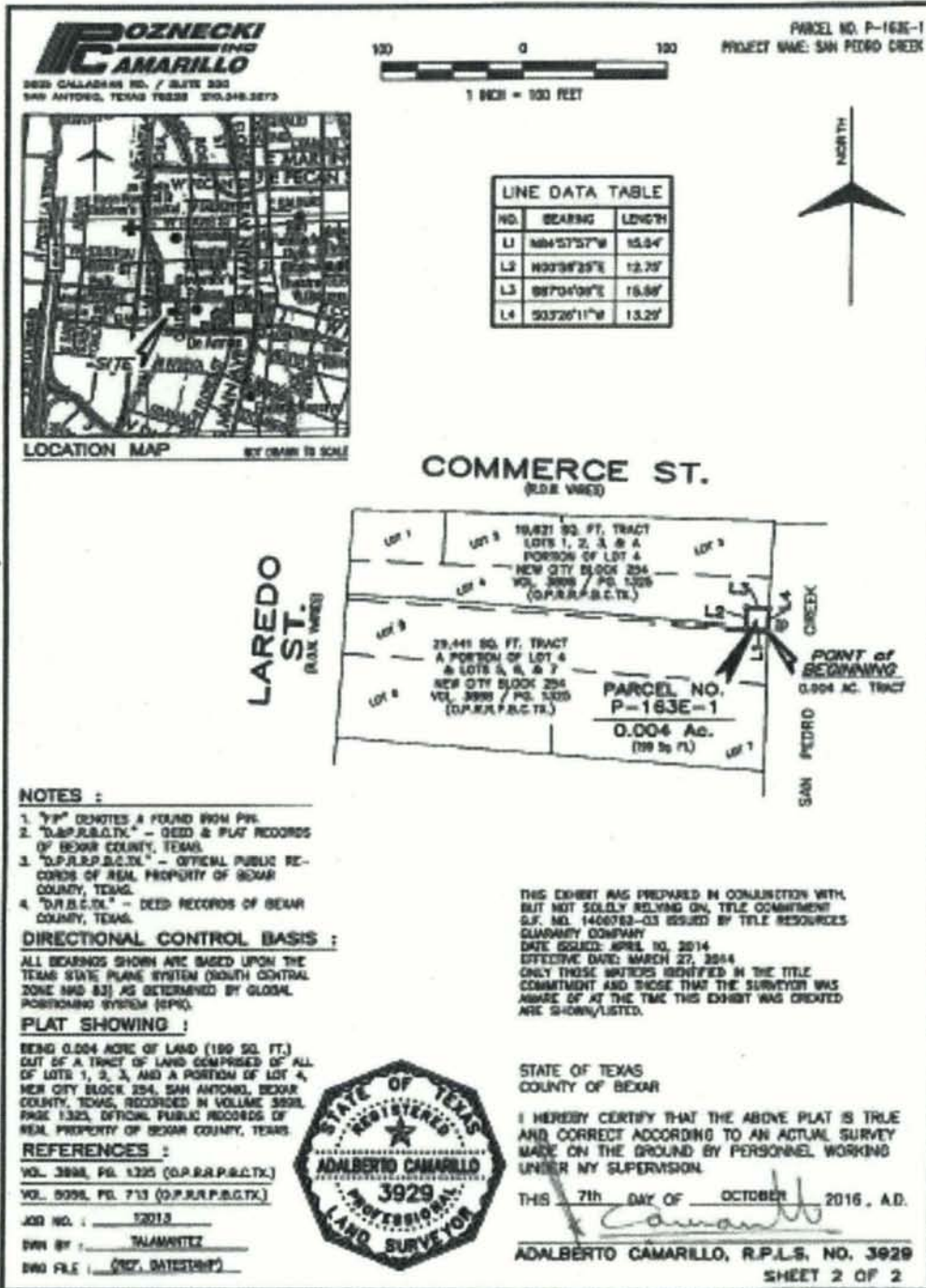
**Parcel No. P-163E-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

4. Thence S 03°26'11" W, 13.29 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.004 acre of land (199 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
October 7, 2016  
Revised November 1, 2016



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**Parcel No. P-164E-2**  
**Project Name: San Pedro Creek**  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.025 Ac. Tract**  
**(1,082 sq. ft.)**

Being 0.025 acre of land (1,082 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.025 acre tract (1,082 sq. ft.) being more particularly described as follows:

**Commencing** at a found Mag Nail with Washer located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said Mag Nail with Washer being the southeast corner of the said 29,441 Sq. Ft. tract and of the tract herein described; thence one foot below the surface to NAVD88 elevation 640.44 for a subterranean easement not lower than NAVD88 elevation 615.44 for the **Point of Beginning**. This description is intended to describe a permanent subterranean easement for constructing permanent wall stabilization soil nails situated no higher than one foot below the existing surface and not lower than twenty six feet below the existing surface.

1. Thence N 85°19'34" W, 15.03 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and 34,580 Sq. Ft. tracts to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 98.18 feet departing the said common line and crossing the said Lots 7, 5, and a portion of Lot 4 to a point located on the common line between the said 29,411 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1,2,3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point being the northwest corner of the tract herein described;
3. Thence S 84°57'57" E, 7.02 feet along the said common line to a point for the most northeasterly corner of the tract herein described;

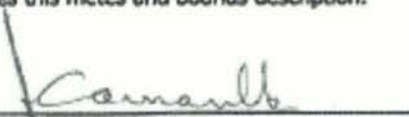
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**Parcel No. P-164E-2**  
**Project Name: San Pedro Creek**  
Page 2 of 3

4. Thence S 00°58'25" W, 49.07 feet crossing the said portion of Lot 4, Lot 5, and Lot 7 to an angle point corner of the tract herein described;
5. Thence S 89°01'35" E, 8.00 feet to a point located on the west right-of-way line of the San Pedro Creek and being an angle point corner of the tract herein described;
6. Thence S 00°58'25" W, 49.59 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.025 acre of land (1,082 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
\_\_\_\_\_  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016  
Revised November 1, 2016



## Attachment II: Form of Deed and Contracts

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**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.**

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

## Temporary Construction Easement

---

**Authorizing Ordinance:**

**SP No.:**

**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.

**Description of Servient Estate:** An approximately 30,717 square foot tract out of a  
19,621 sq. ft. tract of land comprised of all of Lots 1, 2  
3, and a portion of Lot 4, New City Block 254, San

Antonio, Bexar County, Texas, and out of a 29,411 sq. ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County Texas, both tracts being recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas, and said land being more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

**Expiration:** This easement expires May 30, 2019.

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 Servient Estate 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 must not be interrupted on the Servient Estate and the Servient Estate must be restored to its original condition, or better, upon any work by Grantee being completed.
- (b.) Grantor may continue to use the loading dock located on the Servient Estate. Grantee shall not block Grantor's access to the loading dock, and shall immediately remove any materials or use which block access 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 assigns, until this easement expires.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Grantor:**  
**City of San Antonio**, a Texas municipal corporation

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

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

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

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

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

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

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

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

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

**Attest:**  
\_\_\_\_\_  
City Clerk

**Approved As To Form:**  
\_\_\_\_\_  
City Attorney

State of Texas        §  
                                 §  
County of Bexar     §

This instrument was acknowledged before me this date by \_\_\_\_\_, of the City of San Antonio, a Texas municipal 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     §

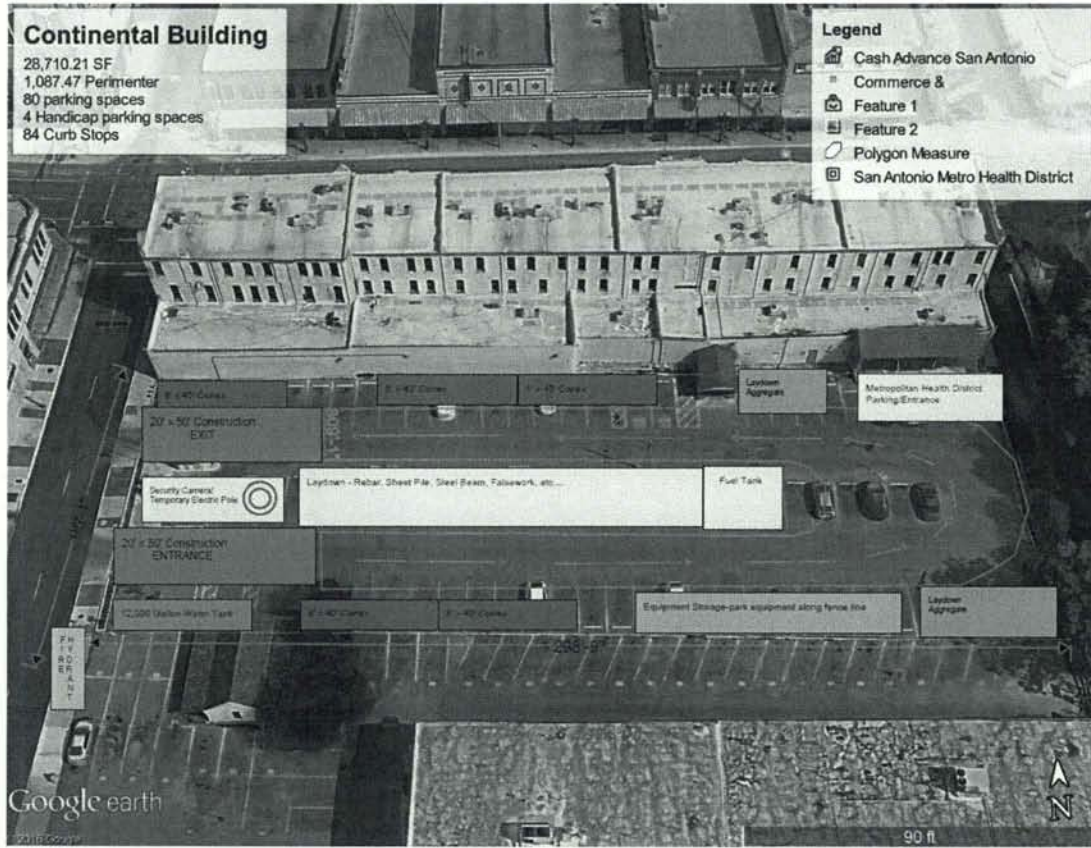
This instrument was acknowledged before me this date by \_\_\_\_\_, of the San Antonio River Authority, a political subdivision of the State of Texas, in the capacity therein stated and on behalf of that entity.

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

My Commission expires: \_\_\_\_\_



EXHIBIT A



**Parcel No. P-164TCE-1**  
**Project Name: San Pedro Creek**  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.705 Ac. Tract**  
(30,717 sq. ft.)

Being 0.705 acre of land (30,717 sq. ft.) out of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas and out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, both tracts being recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.705 acre tract (30,717 sq. ft.) being more particularly described as follows:

**Beginning** at a found Mag Nail with Washer located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said point of beginning being the most southeasterly corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence N 85°19'34" W, 301.38 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and said 34,580 Sq. Ft. tracts to a point located on the east right-of-way line of Laredo St. and being the common westerly corner of the said 29,441 Sq. Ft. and said 34,580 Sq. Ft. tracts of land; said point being the most southwesterly corner of the said 29,441 Sq. Ft. tract and of the tract herein described;
2. Thence N 03°59'36" E, 97.53 feet departing the said common line and continuing along the said east right-of-way line to a point for the northwest corner of the tract herein described;
3. Thence S 86°47'29" E, 148.42 feet departing the said east right-of-way and crossing the said Lot 4 to an angle point corner of the tract herein described;
4. Thence N 02°55'54" E, 5.37 feet to an angle point corner of the tract herein described;

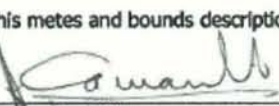
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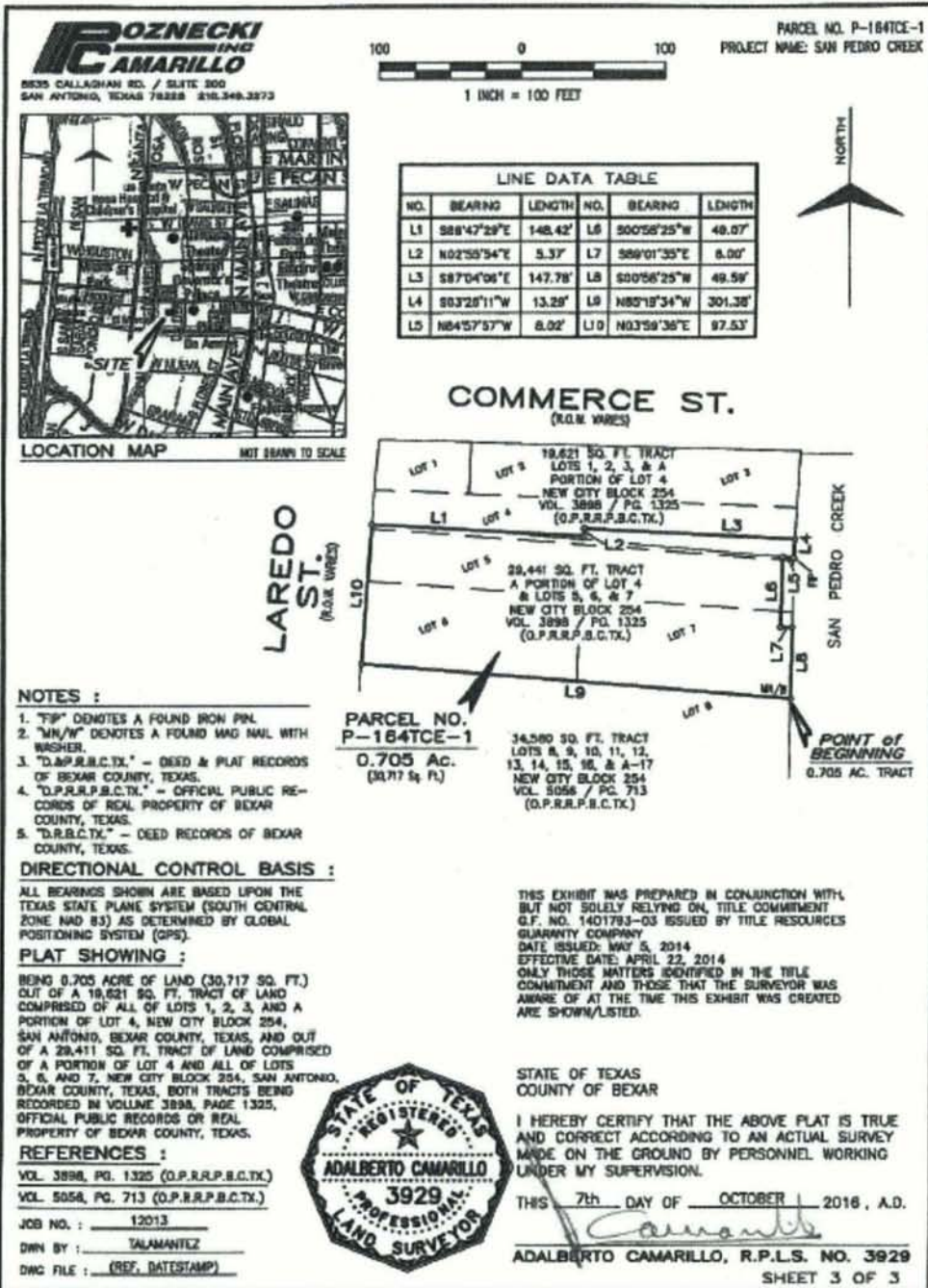
**Parcel No. P-164TCE-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

- 5. Thence S 87°04'06" E, 147.78 feet crossing the said Lot 4 to a point located on the west right-of-way line of the San Pedro Creek and being the northeast corner of the tract herein described;
- 6. Thence S 03°26'11" W, 13.29 feet along the said west right-of-way line to a found iron pin being the common easterly corner of the said 29,441 Sq. Ft. and said 19,621 Sq. Ft. tracts; said iron pin being an angle point corner of the tract herein described;
- 7. Thence N 84°57'57" W, 8.02 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and said 19,621 Sq. Ft. tracts to a point for an angle point corner of the tract herein described;
- 8. Thence S 00°58'25" W, 49.07 feet departing the said common line and crossing the said portion of Lot 4, Lot 5, and Lot 7 to an angle point corner of the tract herein described;
- 9. Thence S 89°01'35" E, 8.00 feet to a point located on the west right-of-way line of the San Pedro Creek for an angle point corner of the tract herein described;
- 10. Thence S 00°58'25" W, 49.59 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.705 acre of land (30,717 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
October 7, 2016



## SEWER JUA

The City of San Antonio, hereinafter referred to as "City", issues this Joint Use Agreement ("JUA") to the San Antonio Water System, hereinafter referred to as "SAWS" or "Joint User", acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the "Joint Use Area") listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.

2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining a sanitary sewer main and all necessary and desirable improvements and appurtenances associated therewith (the "Improvements").

3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.

4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.

- a. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City's successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User (but not buildings, which City agrees not to construct in the Joint Use Area).
- b. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to SAWS' wastewater utility service in the area in which the Joint Use Area is located.
- c. Within thirty (30) days following Joint User's completion of construction, maintenance or repairs to its project or infrastructure on the City's Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and restore the Joint Use Area to substantially the same or better condition as existed prior to Joint User's maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User's repair and restoration plans shall be subject to prior review and approval by City.
- d. SAWS assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by SAWS and any other financial loss sustained by SAWS, except to the extent caused by City;
- e. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User's activities under this JUA.
- f. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by SAWS with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, SAWS's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, SAWS agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by SAWS, SAWS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither SAWS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. SAWS may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or SAWS on the Joint Use Area, including use for staging or storage of equipment, City and SAWS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, [Mary.Fors@sanantonio.gov](mailto:Mary.Fors@sanantonio.gov). The initial SAWS contact is \_\_\_\_\_, \_\_\_\_\_, xxx-xxxx, \_\_\_\_\_@saws.org.

11. **NOTICE.** 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 below. 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.

**CITY**  
City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78283  
Attn: Real Estate Manager, TCI

**JOINT USER**  
San Antonio Water System  
2800 Highway 281 North  
P.O. Box 2449  
San Antonio, TX 78298  
Attn: Manager Corporate Real Estate

*Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.*

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANTONIO**, a  
corporation

**SAN ANTONIO WATER SYSTEM**, a Texas municipal  
a municipally owned utility of the  
City of San Antonio

\_\_\_\_\_  
*Steve Hodges, Real Estate Manager*  
Department of Transportation and  
Capital Improvements

\_\_\_\_\_  
*Nancy Belinsky*  
Vice President and General Counsel

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

STATE OF TEXAS       §

COUNTY OF BEXAR     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

STATE OF TEXAS       §

COUNTY OF BEXAR     §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Nancy Belinsky, Vice President and General Counsel of the SAN ANTONIO WATER SYSTEM, a municipally owned utility of the of the City of San Antonio, on behalf of said entity.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

**EXHIBIT A**

*References to "easement" are not indicative of any rights granted by City to SAWS.*

A 0.090 of an acre (3,957 square feet) tract of land, out of the Santa Rosa St. right of way, out of the San Pedro Creek right of way, and out of the Camaron St. right of way, San Antonio, Bexar County, Texas, said 3, 957 square foot area being depicted and described more particularly on the following page.



**Parcel No. P100E-1**  
**Project Name: San Pedro Creek**  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.090 Ac. Tract**  
(3,957 sq. ft.)

Being 0.090 acre of land (3,957 sq. ft.) out of the Santa Rosa St. right-of-way, out of the San Pedro Creek right-of-way, and out of the Camaron St. right-of-way, San Antonio, Bexar County, Texas; said 0.090 acre tract (3,957 sq. ft.) being more particularly described as follows:

**Beginning** at a point being N 55°21'57" W, 255.55 feet from a found iron pin located at the intersection of the southeast right-of-way line of Santa Rosa St. with the southwest right-of-way line of Camaron St. and being the most northerly corner of a remaining portion of Lot 2, New City Block 14483, Tex R-78 Rosa Verde Project Unit 1-B Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 7800, Page 224 of the Deed and Plat Records of Bexar County, Texas;

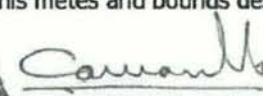
1. Thence N 76°28'36" W, 25.00 feet to an angle point corner of the tract herein described;
2. Thence N 13°31'24" E, 25.00 feet to an angle point corner of the tract herein described;
3. Thence S 76°28'36" E, 2.50 feet to an angle point corner of the tract herein described;
4. Thence N 13°31'24" E, 135.33 feet to an angle point corner of the tract herein described;
5. Thence N 76°28'36" W, 2.50 feet to an angle point corner of the tract herein described;
6. Thence N 13°31'24" E, 25.00 feet to an angle point corner of the tract herein described;
7. Thence S 76°28'36" E, 25.00 feet to an angle point corner of the tract herein described;

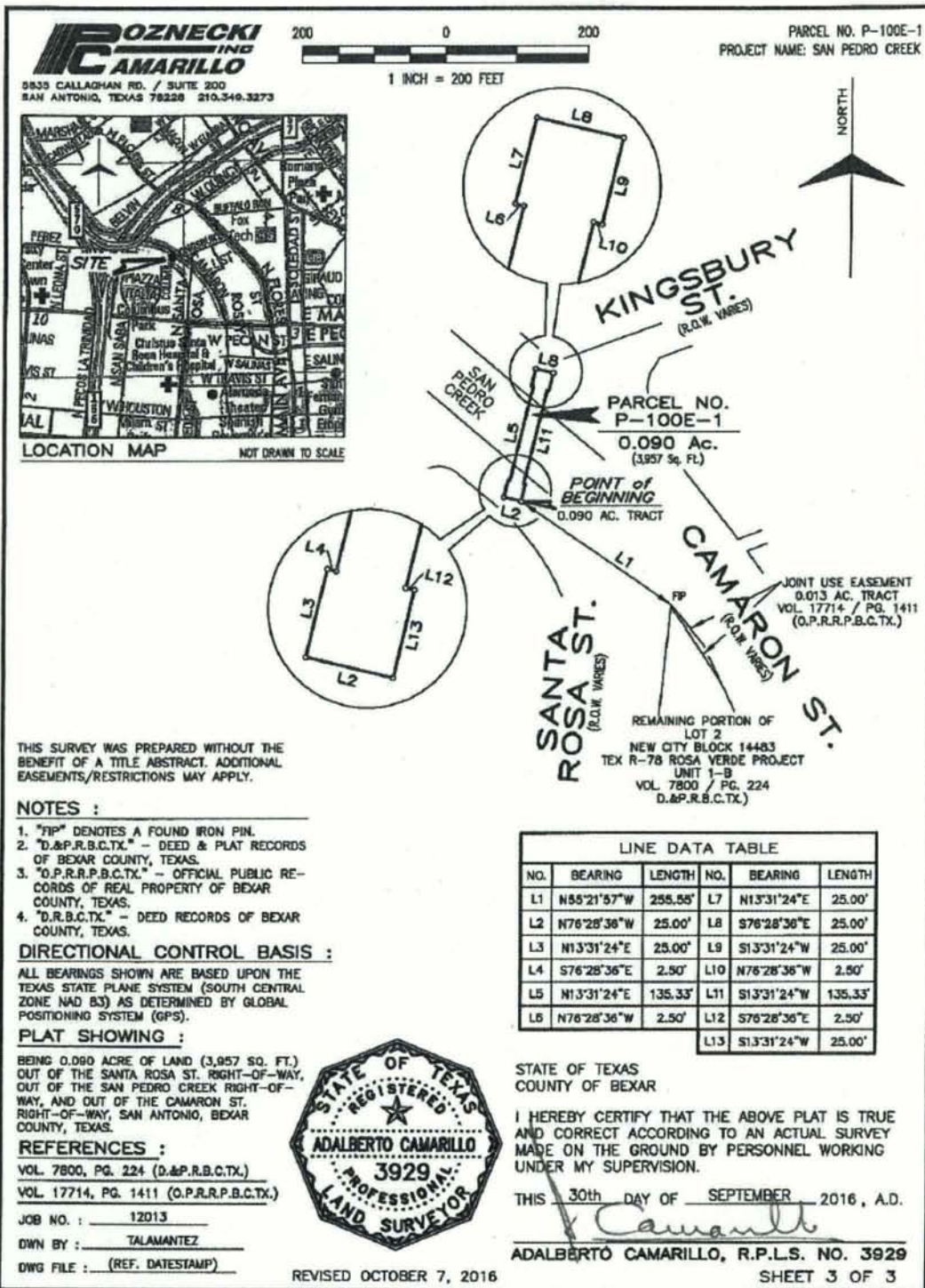
**Parcel No. P100E-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

- 8. Thence S 13°31'24" W, 25.00 feet to an angle point corner of the tract herein described;
- 9. Thence N 76°28'36" W, 2.50 feet to an angle point corner of the tract herein described;
- 10. Thence S 13°31'24" W, 135.33 feet to an angle point corner of the tract herein described;
- 11. Thence S 76°28'36" E, 2.50 feet to an angle point corner of the tract herein described;
- 12. Thence S 13°31'24" W, 25.00 feet to the **Point of Beginning** and containing 0.090 acre of land (3,957 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
\_\_\_\_\_  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016



H:\Jobs\12\013\Techprod\Survey\LD\12013\_S.dwg\Civil3D (2012)\12013 Easements.dwg 10/07/2016

## SEWER JUA

The City of San Antonio, hereinafter referred to as "City", issues this Joint Use Agreement ("JUA") to the San Antonio Water System, hereinafter referred to as "SAWS" or "Joint User", acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the "Joint Use Area") listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.

2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining a sanitary sewer main and all necessary and desirable improvements and appurtenances associated therewith (the "Improvements").

3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.

4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.

- b. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City's successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User (but not buildings, which City agrees not to construct in the Joint Use Area).
- b. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to SAWS' wastewater utility service in the area in which the Joint Use Area is located.
- c. Within thirty (30) days following Joint User's completion of construction, maintenance or repairs to its project or infrastructure on the City's Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and restore the Joint Use Area to substantially the same or better condition as existed prior to Joint User's maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User's repair and restoration plans shall be subject to prior review and approval by City.
- c. SAWS assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by SAWS and any other financial loss sustained by SAWS, except to the extent caused by City;
- d. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User's activities under this JUA.
- e. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by SAWS with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, SAWS's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, SAWS agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by SAWS, SAWS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither SAWS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. SAWS may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or SAWS on the Joint Use Area, including use for staging or storage of equipment, City and SAWS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, [Mary.Fors@sanantonio.gov](mailto:Mary.Fors@sanantonio.gov). The initial SAWS contact is \_\_\_\_\_, \_\_\_\_\_, XXX-XXXX, \_\_\_\_\_@saws.org.

11. **NOTICE.** 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 below. 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.

**CITY**  
City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78283  
Attn: Real Estate Manager, TCI

**JOINT USER**  
San Antonio Water System  
2800 Highway 281 North  
P.O. Box 2449  
San Antonio, TX 78298  
Attn: Manager Corporate Real Estate

*Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.*

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANTONIO**, a  
corporation

**SAN ANTONIO WATER SYSTEM**, a Texas municipal  
a municipally owned utility of the  
City of San Antonio

\_\_\_\_\_  
*Steve Hodges, Real Estate Manager*  
Department of Transportation and  
Capital Improvements

\_\_\_\_\_  
*Nancy Belinsky*  
Vice President and General Counsel

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Nancy Belinsky, Vice President and General Counsel of the SAN ANTONIO WATER SYSTEM, a municipally owned utility of the of the City of San Antonio, on behalf of said entity.

\_\_\_\_\_  
Notary Public

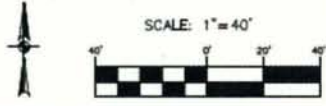
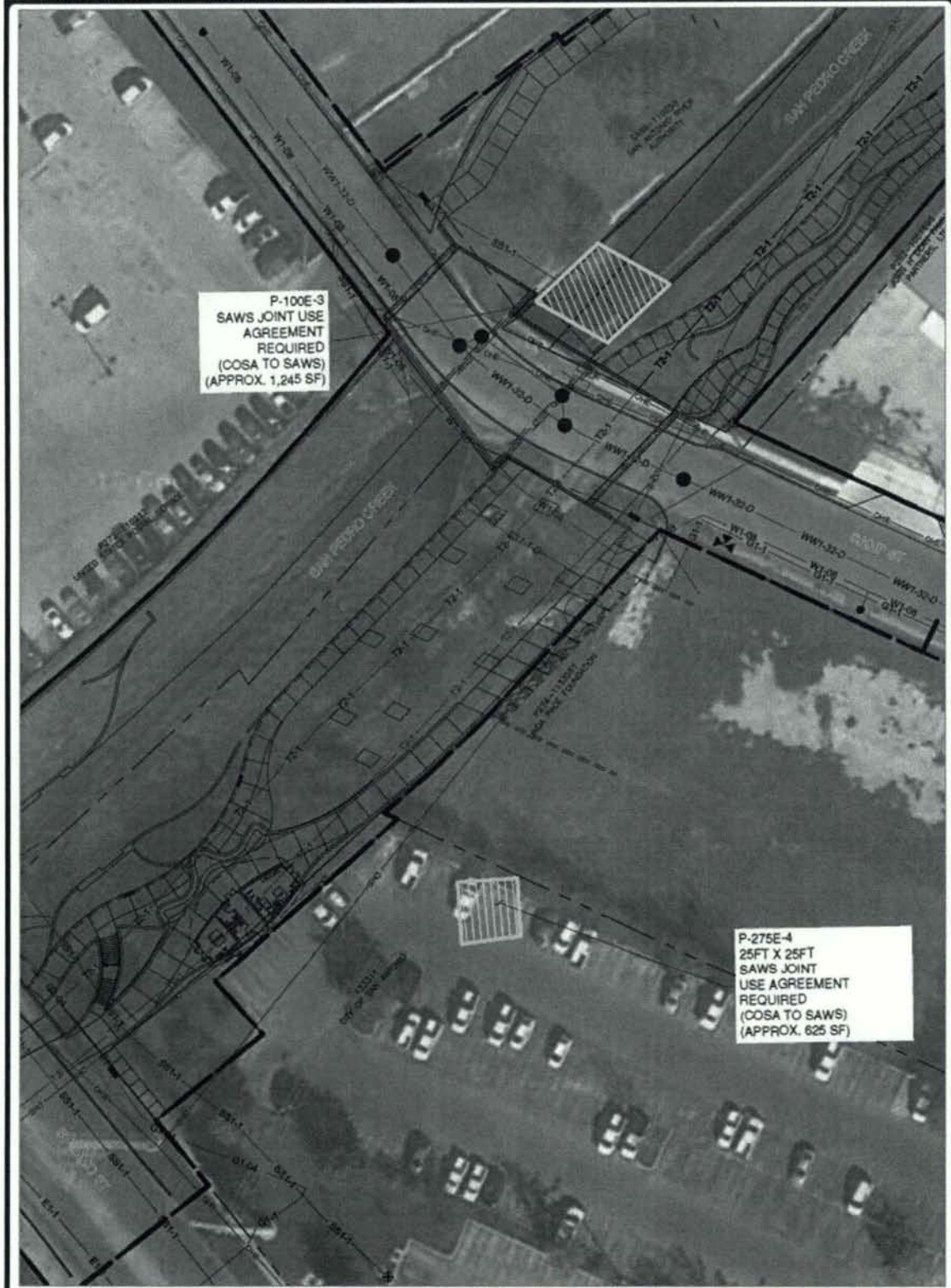
My commission expires:\_\_\_\_\_

**EXHIBIT A**

*References to "easement" are not indicative of any rights granted by City to SAWS.*  
P-100E-3

An approximately 1,245 square feet tract of land north of Camp Street out of the remaining portion of Lots 1 and 2 of New City Block 2554 of the City of San Antonio, Bexar County, Texas, said 1,245 square feet area being depicted and described more particularly on the following page.

File: H:\1817\1817\Surface Utility Information\Utility Conflict Area\UT-2424-07.dwg



JOB NO. 0334-01  
DATE SEPT 2010  
DESIGNED SD  
CHECKED SD DRAWN JM  
SHEET 4 OF 4

**SAN PEDRO CREEK IMPROVEMENTS**  
SAN ANTONIO, TEXAS  
JOINT USE AGREEMENT-CITY OF SAN ANTONIO

**PAPE-DAWSON ENGINEERS**  
10000 NORTH LOOP WEST, SUITE 1000, DALLAS, TEXAS 75243  
TEL: 972.382.1000 FAX: 972.382.1001  
WWW.PAPE-DAWSON.COM





PROJECT NAME: SAN PEDRO CREEK  
PARCEL NO. P-100E-3

METES AND BOUNDS DESCRIPTION  
FOR  
A 0.029 OF AN ACRE (1,245 SQUARE FEET),  
VARIABLE WIDTH JOINT USE AGREEMENT

A 0.029 of an acre, or 1,245 square feet more or less, agreement, out of the remaining portion of Lots 1 and 2 of New City Block (N.C.B.) 2554 of the City of San Antonio, Bexar County, Texas, said Lot 1 and 2 being described in conveyance to San Antonio River Authority in Volume 4775, Page 430 of the Deed Records of Bexar County, Texas, and being out of Tract F-1 19,496 square foot tract, described in the San Antonio River Authority Ordinance 0-404 recorded in Volume 5533, Page 176 of the Deed Records of Bexar County, Texas, said Tract F-1 being also described in conveyance to the San Antonio River Authority in Volume 5533, Page 187 of the Deed Records of Bexar County, Texas, in the City of San Antonio, Bexar County, Texas. Said 0.029 of an acre agreement, 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 iron nail and washer, the southeast corner of said Tract F-1, on the north right-of-way line of Camp Street, a variable width right-of-way;

THENCE: N 47°31'46" W, departing the north right-of-way line of said Camp Street, with the east line of said Tract F-1, a distance of 14.53 feet to the POINT OF BEGINNING of the herein described easement;

THENCE: N 60°13'38" W, departing the east line of said Tract F-1, over and across said Tract F-1, and said Lot 1 and 2, a distance of 35.58 feet to a point, on the southeast line of Lot 24, N.C.B. 921 of the SARA #1 Subdivision recorded in Volume 5502, Page 131 of the Deed and Plat Records of Bexar County, Texas, from which a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", the southeast corner of said Lot 24 bears a bearing and distance of S 47°34'10" W, 8.58 feet;

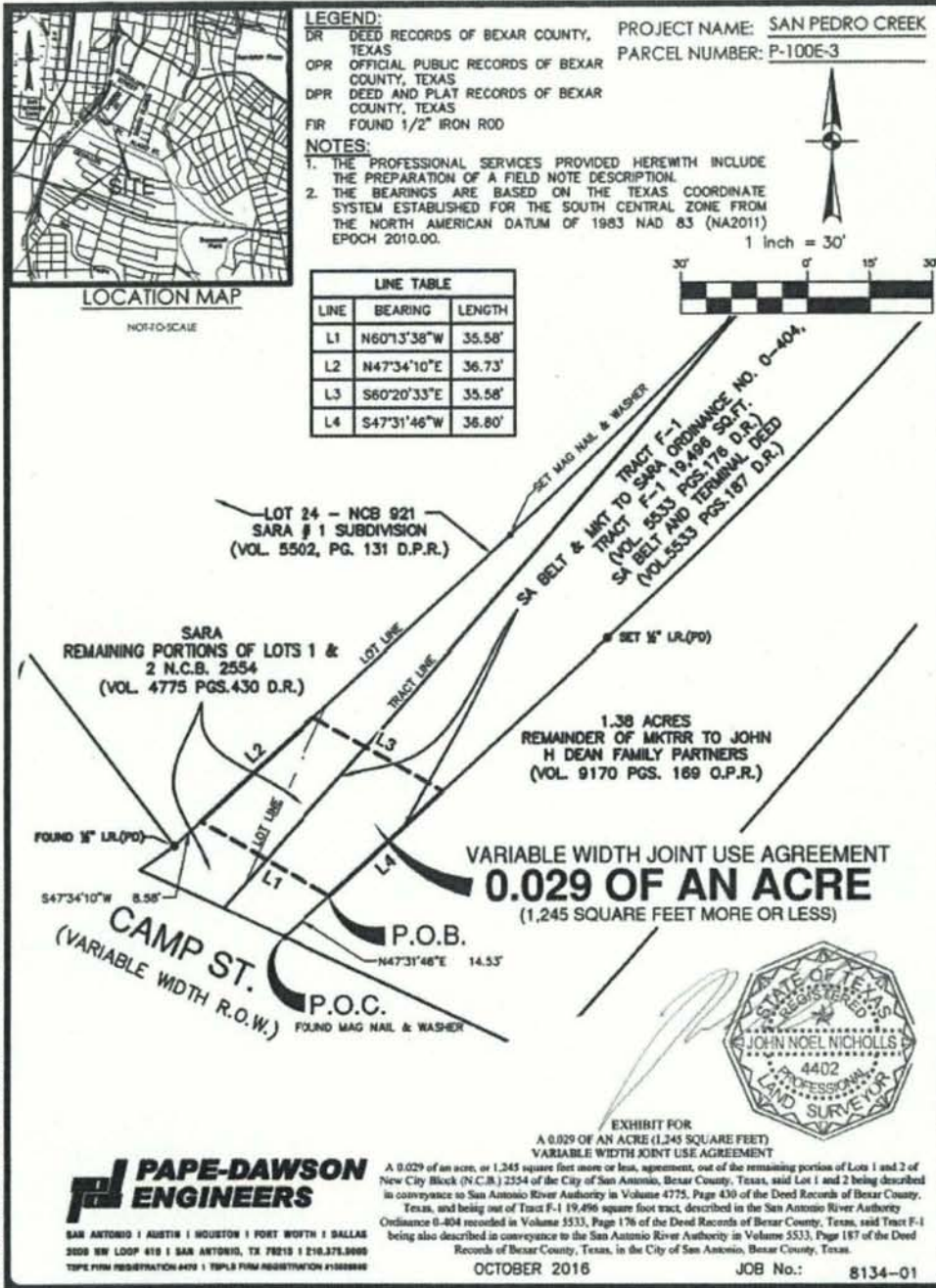
THENCE: N 47°34'10" E, the east line of said Lot 24, a distance of 35.73 feet to a point;

THENCE: S 60°20'33" E, departing the east line of said Lot 24, over and across Tract F-1, and said Lot 1 and 2, a distance of 35.58 feet to a point, on the east line of said Tract F-1;

THENCE: S 47°31'46" W, with the east line of said Tract F-1, a distance of 36.80 feet the POINT OF BEGINNING, and containing 0.029 of an acre in the City of San Antonio, Bexar County, Texas. Said agreement 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  
JOB NO. 8134-01  
DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\2016 EASEMENTS\WORD\8134-01\_ESSS\_P100E-3-0.029 ACRS

TSPE Firm Registration #470 | TBPLS Firm Registration #10039800  
San Antonio | Austin | Houston | Fort Worth | Dallas  
Transportation | Water Resources | Land Development | Surveying | Environmental  
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com



Date: 04/01/2016, 1:20pm, User: B. Adams  
 File: P:\2016\1024-07 San Pedro Creek\1024-07\_0325\_P100E-3.dwg

## SEWER JUA

The City of San Antonio, hereinafter referred to as "City", issues this Joint Use Agreement ("JUA") to the San Antonio Water System, hereinafter referred to as "SAWS" or "Joint User", acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the "Joint Use Area") listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.
2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining a sanitary sewer main and all necessary and desirable improvements and appurtenances associated therewith (the "Improvements").
3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.
4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.
  - c. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City's successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User (but not buildings, which City agrees not to construct in the Joint Use Area).
  - b. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to SAWS' wastewater utility service in the area in which the Joint Use Area is located.
  - c. Within thirty (30) days following Joint User's completion of construction, maintenance or repairs to its project or infrastructure on the City's Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and restore the Joint Use Area to substantially the same or better condition as existed prior to Joint User's maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User's repair and restoration plans shall be subject to prior review and approval by City.
  - c. SAWS assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by SAWS and any other financial loss sustained by SAWS, except to the extent caused by City;
  - d. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User's activities under this JUA.
  - e. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by SAWS with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, SAWS's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, SAWS agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by SAWS, SAWS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither SAWS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. SAWS may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or SAWS on the Joint Use Area, including use for staging or storage of equipment, City and SAWS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, [Mary.Fors@sanantonio.gov](mailto:Mary.Fors@sanantonio.gov). The initial SAWS contact is \_\_\_\_\_, xxx-xxxx, \_\_\_\_\_@saws.org.

11. **NOTICE.** 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 below. 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.

**CITY**  
City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78283  
Attn: Real Estate Manager, TCI

**JOINT USER**  
San Antonio Water System  
2800 Highway 281 North  
P.O. Box 2449  
San Antonio, TX 78298  
Attn: Manager Corporate Real Estate

*Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.*

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANTONIO**, a  
corporation

**SAN ANTONIO WATER SYSTEM**, a Texas municipal  
a municipally owned utility of the  
City of San Antonio

\_\_\_\_\_  
*Steve Hodges, Real Estate Manager*  
Department of Transportation and  
Capital Improvements

\_\_\_\_\_  
*Nancy Belinsky*  
Vice President and General Counsel

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

STATE OF TEXAS     §

COUNTY OF BEXAR   §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

STATE OF TEXAS     §

COUNTY OF BEXAR   §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2016, by Nancy Belinsky, Vice President and General Counsel of the SAN ANTONIO WATER SYSTEM, a municipally owned utility of the of the City of San Antonio, on behalf of said entity.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

**EXHIBIT A**

*References to "easement" are not indicative of any rights granted by City to SAWS.*

P-275E-4

A 25ft x 25 ft (625 square feet) tract of land, 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, said 625square foot area being depicted and described more particularly on the following page.





PROJECT NAME: SAN PEDRO CREEK  
PARCEL NO. P-275E-4

METES AND BOUNDS DESCRIPTION  
FOR  
A 0.014 OF AN ACRE (625 SQUARE FEET)  
25X25-FOOT JOINT USE AGREEMENT

A 0.014 of an acre, or 625 square feet more or less, agreement, 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 0.014 of an acre agreement, 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 1/2" 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 width 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 1/2" iron rod with a cap marked "KFW", the southeast 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 218.27 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 1.53 feet to the POINT OF BEGINNING (GRID N: 13698029, GRID E: 2126919) of the herein described easement;

S 04°02'25" E, a distance of 25.00 feet to a point;

S 85°57'35" W, a distance of 25.00 feet to a point;

N 04°02'25" W, with an east line of a Variable Width Utility Easement described concurrently, a distance of 25.00 feet to a point;

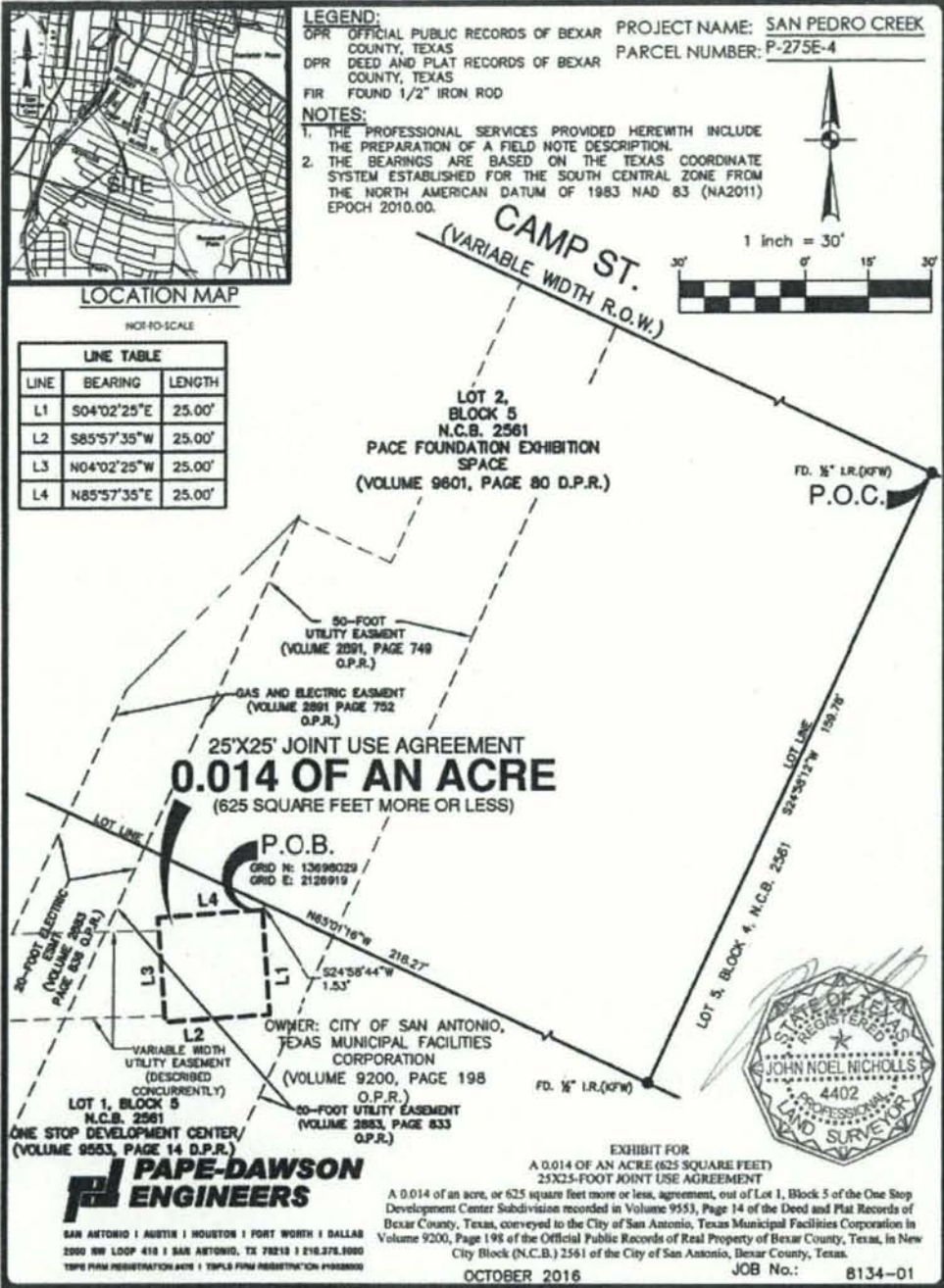
N 85°57'35" E, a distance of 25.00 feet to the POINT OF BEGINNING, and containing 0.014 of an acre in the City of San Antonio, Bexar County, Texas. Said agreement being described in accordance with an Exhibit prepared under Job Number 8134-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: October 3, 2016  
JOB NO. 8134-01  
DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\2016 EASEMENTS\  
WORD\8134-01\_ESSS\_P275E-4-0.014 AC.docx



TBPE Firm Registration #470 | TBPLS Firm Registration #10028800  
San Antonio | Austin | Houston | Fort Worth | Dallas  
Transportation | Water Resources | Land Development | Surveying | Environmental  
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com





**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       §  
                                  §  
County of Bexar     §

## Deed Without Warranty

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**Authorizing Ordinance:**

**Statutory Authority:** Local Government Code §272.001 (l)

**SP No./Parcel:** P-164FS-1

**Grantor:** City of San Antonio, a Texas municipal corporation

**Grantor's Mailing Address:** City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department))

**Grantor's Street Address:** City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

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

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

**Consideration:** Consideration for the granting of this deed shall be the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged.

**Property:** All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 0.0009 acres (390 square feet), out of a 29,411 sq. ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas and being more particularly described by metes and bounds on **Exhibit A**, which is incorporated herein by reference for all purposes as if fully set forth.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used 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"), **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

**Reservations, Restrictions, Exceptions, And Conditions To Conveyance:** This conveyance is explicitly subject to the following:

- A. **Reservations:** Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.
- B. **Easements:** All recorded and unrecorded easements, whether or not open and obvious.
- C. **Restrictions:** All covenants and restrictions affecting the Property.
- D. **Exceptions:** All instruments affecting the Property, whether or not recorded.
- E. **Conditions:** All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

**Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.**

**In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by**

acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

**Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.**

In Witness Whereof, Grantor has caused its representative to set its hand:

**Grantor:**

City of San Antonio, a Texas municipal corporation

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

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

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

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

**Attest:**

\_\_\_\_\_

City Clerk

**Accepted:**

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

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

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

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

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

**Approved As To Form:**

\_\_\_\_\_

City Attorney

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: \_\_\_\_\_

**After Recording, Return To:**

San Antonio River Authority,  
a political subdivision of the State of Texas  
100 E. Guenther Street  
San Antonio, Texas 78204

Exhibit A

Parcel No. P-164FS-1  
Project Name: San Pedro Creek  
Page 1 of 2

**Metes and Bounds Description  
for a  
0.009 Ac. Tract  
(390 sq. ft.)**

Being 0.009 acre of land (390 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.009 acre tract (390 sq. ft.) being more particularly described as follows:

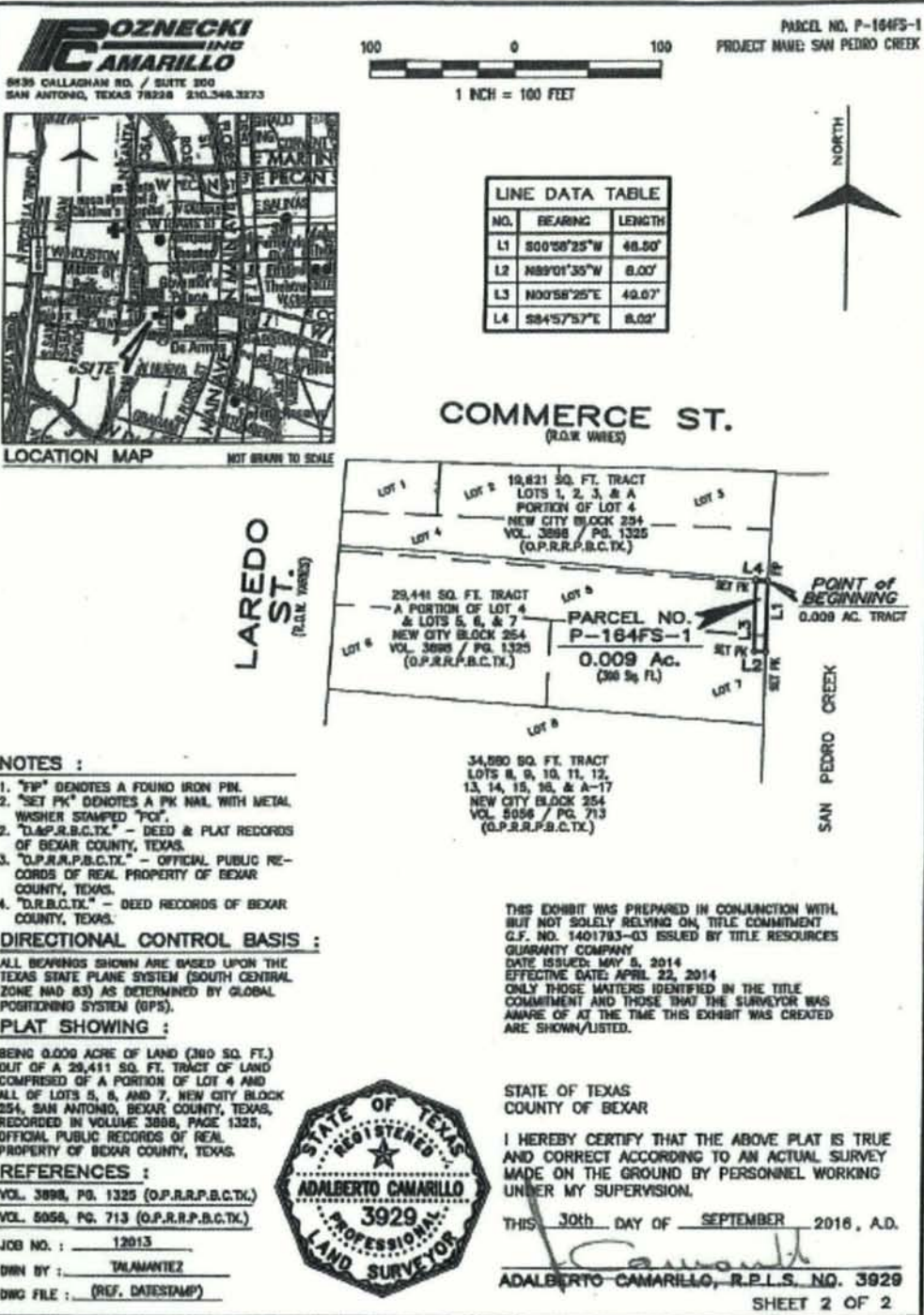
**Beginning** at a found iron pin located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land being comprised of all of Lots 1, 2, and 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the northeast corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence S 00°58'25" W, 48.50 feet along the said west right-of-way line to a PK Nail set for the southeast corner of the tract herein described;
2. Thence N 89°01'35" W, 8.00 feet departing the west right-of-way line of the San Pedro Creek to a PK Nail set for the southwest corner of the tract herein described;
3. Thence N 00°58'25" E, 49.07 feet crossing the said Lot 7, Lot 5, and a portion of Lot 4 to a set PK Nail located on the common line between the said 29,441 Sq. Ft. and 19,621 Sq. Ft. tracts for the northwest corner of the tract herein described;
4. Thence S 84°57'57" E, 8.02 feet along the said common line to the **Point of Beginning** and containing 0.009 acre of land (390 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



*Adalberto Camarillo*  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016



H:\Jobs\12013\Techprod\Survey\LD\12013\_S.dwg\Civil3D (2012)\12013\_Easements.dwg 09/30/2016

**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   §

**Easement**

---

**Authorizing Ordinance:**

**SP No.:** Parcel P-164E-2

**Grantor:** City of San Antonio, a Texas municipal corporation

**Grantor's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**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:**

Constructing, reconstructing, inspecting, patrolling, maintaining, repairing, operating and replacing the San Pedro Creeks Improvement Project and associated facilities 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"); removing from the easement area obstructions that may interfere with the exercise of the rights granted hereunder; together with the right of ingress and egress over the servient estate for the purpose of exercising all other rights hereby granted.

**Description of Servient Estate:**

Being 0.025 of an acre (1,082 sq. ft) out of a 29,411 sq. ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas and depicted on **Exhibit "A"**, which is incorporated herein by reference for all purposes as if fully set forth.

**Consideration:**

Consideration for the granting of this easement shall be the mutual covenants and agreements set forth herein, the receipt and



sufficiency of which are hereby acknowledged.

Grantor grants, dedicates, and conveys to Grantee, for and in consideration of the Consideration received, the receipt of which is hereby acknowledged, an easement over, across, under and upon the Servient Estate for so long as the described facilities and improvements related to the San Pedro Creek Improvements Project remain in use. The easement may be used only for the Purpose of Easement stated above. Grantor covenants and for itself, its heirs, executors, successors, and assigns, that no building or obstruction of any kind will be placed on the servient estate herein granted to have and to hold the above described easement and rights unto Grantee, its successors and assigns, until its use is abandoned.

At any time that Grantee or those claiming through Grantee cease to use this easement for 12 consecutive months, Grantor has the right to terminate this easement by means of a written instrument recorded in the appropriate records of Bexar County, Texas. The instrument need be signed only by Grantor and assert that the easement was not used for 12 consecutive months. Grantor's right to terminate lapses after four years from a period of non-use, but each 12 consecutive months of non-use gives Grantor a new right to terminate, so that Grantee's successors need inquire into non-use only within the four years immediately preceding the successor's acquisition.

A condition of the granting of this easement is the agreement of Grantee to add Grantor, 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.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Grantor:**

**Accepted:**

City of San Antonio, a Texas municipal corporation

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

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

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

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

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

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

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

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

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

**Attest:**

**Approved As To Form:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

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

Parcel No. P-164E-2  
Project Name: San Pedro Creek  
Page 1 of 3

**Metes and Bounds Description  
for a  
0.025 Ac. Tract  
(1,082 sq. ft.)**

Being 0.025 acre of land (1,082 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.025 acre tract (1,082 sq. ft.) being more particularly described as follows:

**Commencing** at a found Mag Nail with Washer located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said Mag Nail with Washer being the southeast corner of the said 29,441 Sq. Ft. tract and of the tract herein described; thence one foot below the surface to NAVD88 elevation 640.44 for a subterranean easement not lower than NAVD88 elevation 615.44 for the **Point of Beginning**. This description is intended to describe a permanent subterranean easement for constructing permanent wall stabilization soil nails situated no higher than one foot below the existing surface and not lower than twenty six feet below the existing surface.

1. Thence N 85°19'34" W, 15.03 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and 34,580 Sq. Ft. tracts to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 98.18 feet departing the said common line and crossing the said Lots 7, 5, and a portion of Lot 4 to a point located on the common line between the said 29,411 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1,2,3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point being the northwest corner of the tract herein described;
3. Thence S 84°57'57" E, 7.02 feet along the said common line to a point for the most northeasterly corner of the tract herein described;

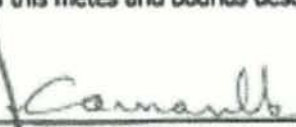
H:\Jobs\12013\Tadped\Survey\Documents\Metes & Bounds\12013 Parcel P-164E-2.dwg

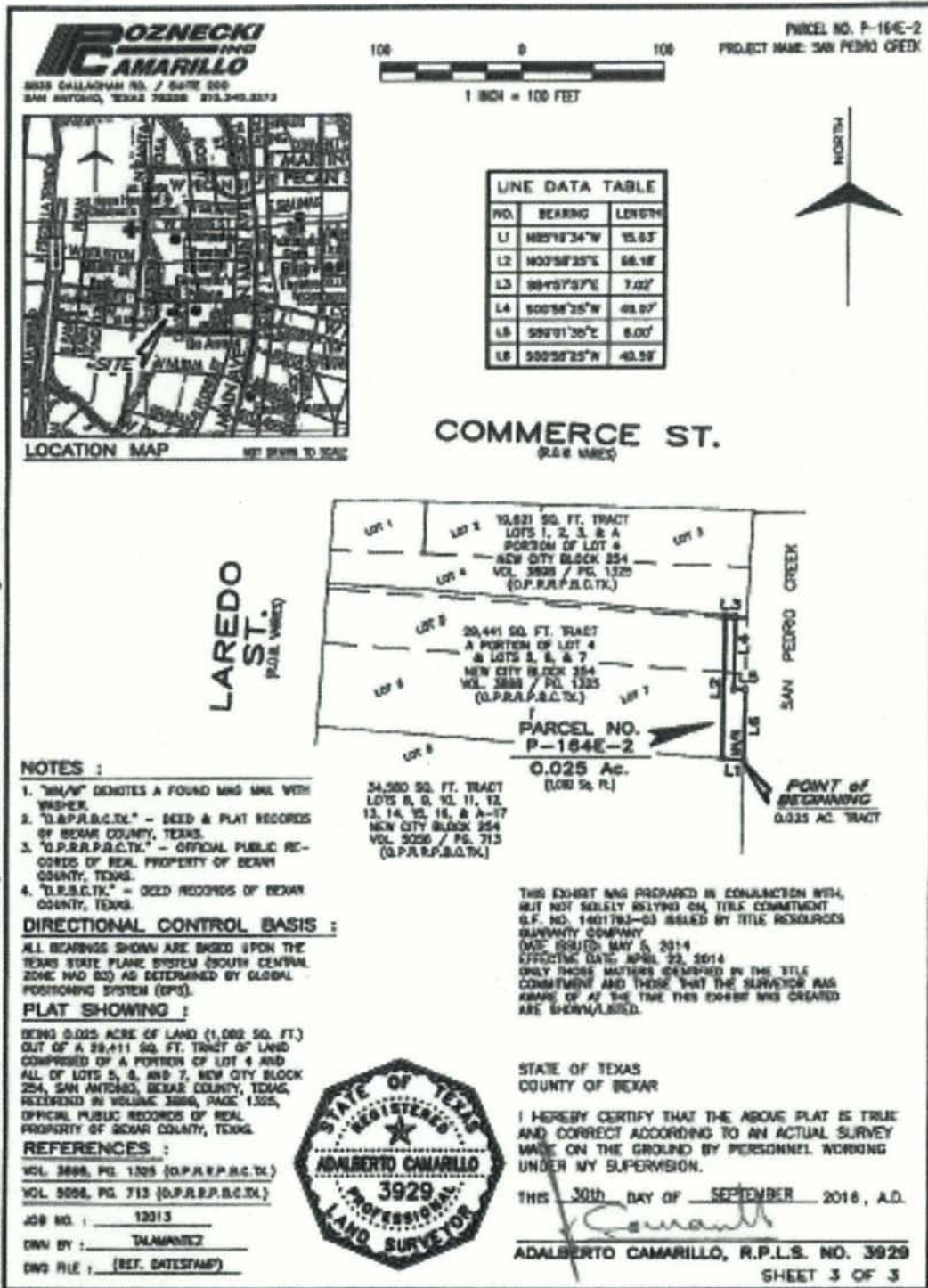
**Parcel No. P-164E-2**  
**Project Name: San Pedro Creek**  
Page 2 of 3

4. Thence S 00°58'25" W, 49.07 feet crossing the said portion of Lot 4, Lot 5, and Lot 7 to an angle point corner of the tract herein described;
5. Thence S 89°01'35" E, 8.00 feet to a point located on the west right-of-way line of the San Pedro Creek and being an angle point corner of the tract herein described;
6. Thence S 00°58'25" W, 49.59 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.025 acre of land (1,082 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016  
Revised November 1, 2016



\\n:\jobs\12013\Tech\p06\Survey\110112013\_5.dwg\Cv130 cm2\12113 Eastments.dwg 09/30/2016

**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   §

**Easement**

---

**Authorizing Ordinance:**

**SP No.:** Parcel P-163E-1

**Grantor:** City of San Antonio, a Texas municipal corporation

**Grantor's Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**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:**

Constructing, reconstructing, inspecting, patrolling, maintaining, repairing, operating and replacing the San Pedro Creeks Improvement Project and associated facilities 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"); removing from the easement area obstructions that may interfere with the exercise of the rights granted hereunder; together with the right of ingress and egress over the servient estate for the purpose of exercising all other rights hereby granted.

**Description of Servient Estate:**

Being 0.004 of an acre (199 sq. ft) out of a 19,621 sq. ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas and depicted on **Exhibit "A"**, which is incorporated herein by reference for all purposes as if fully set forth.

**Consideration:**

Consideration for the granting of this easement shall be the mutual covenants and agreements set forth herein, the receipt and

sufficiency of which are hereby acknowledged.

Grantor grants, dedicates, and conveys to Grantee, for and in consideration of the Consideration received, the receipt of which is hereby acknowledged, an easement over, across, under and upon the Servient Estate for so long as the described facilities and improvements related to the San Pedro Creek Improvements Project remain in use. The easement may be used only for the Purpose of Easement stated above. Grantor covenants and for itself, its heirs, executors, successors, and assigns, that no building or obstruction of any kind will be placed on the servient estate herein granted to have and to hold the above described easement and rights unto Grantee, its successors and assigns, until its use is abandoned.

At any time that Grantee or those claiming through Grantee cease to use this easement for 12 consecutive months, Grantor has the right to terminate this easement by means of a written instrument recorded in the appropriate records of Bexar County, Texas. The instrument need be signed only by Grantor and assert that the easement was not used for 12 consecutive months. Grantor's right to terminate lapses after four years from a period of non-use, but each 12 consecutive months of non-use gives Grantor a new right to terminate, so that Grantee's successors need inquire into non-use only within the four years immediately preceding the successor's acquisition.

A condition of the granting of this easement is the agreement of Grantee to add Grantor, 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.

Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Grantor:**

City of San Antonio, a Texas municipal corporation

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

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

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

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

**Accepted:**

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

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

Parcel No. P-163E-1  
Project Name: San Pedro Creek  
Page 1 of 3

**Metes and Bounds Description  
for a  
0.004 Ac. Tract  
(199 sq. ft.)**

Being 0.004 acre of land (199 sq. ft.) out of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.004 acre tract (199 sq. ft.) being more particularly described as follows:

**Commencing** at a found Iron pin located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 19,621 Sq. Ft. tract and of a 29,441 Sq. Ft. tract of land being comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the southeast corner of the said 19,621 Sq. Ft. tract and of the tract herein described; thence one foot below the surface to NAVD88 elevation 641.29 for a subterranean easement not lower than NAVD88 elevation 616.29 for the **Point of Beginning**. This description is intended to describe a permanent subterranean easement for constructing permanent wall stabilization soil nails situated no higher than one foot below the existing surface and not lower than twenty six feet below the existing surface.

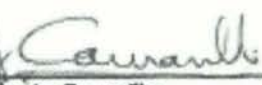
1. Thence N 84°57'57" W, 15.04 feet departing the said west right-of-way line and continuing along the common line between the said 19,621 Sq. Ft. and 29,441 Sq. Ft. tracts to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 12.75 feet departing the said common line to a point for the northwest corner of the tract herein described;
3. Thence S 87°04'06" E, 15.58 feet to a point located on the west right-of-way line of the San Pedro Creek for the northeast corner of the tract herein described;

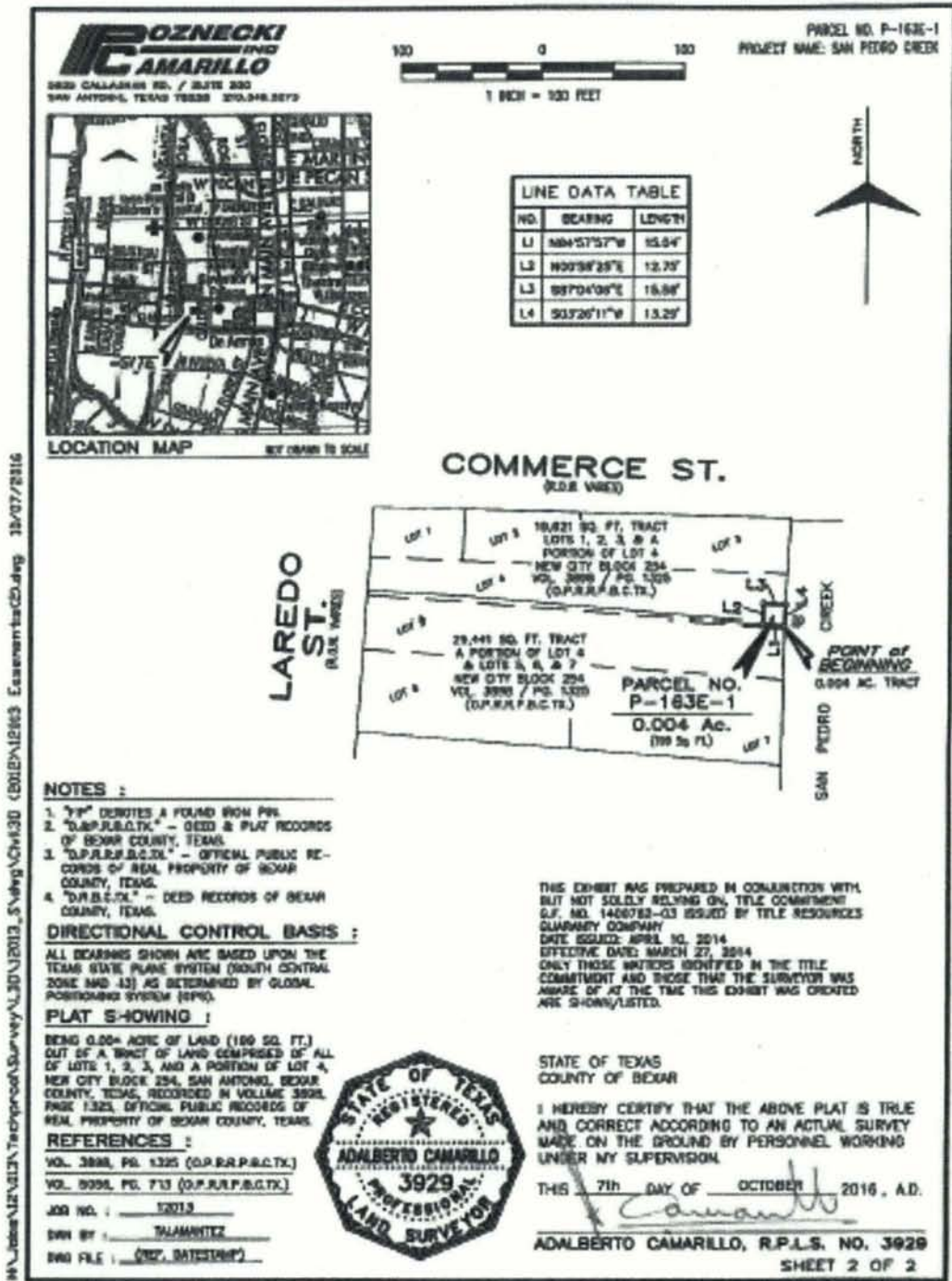
**Parcel No. P-163E-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

4. Thence S 03°26'11" W, 13.29 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.004 acre of land (199 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
October 7, 2016  
Revised November 1, 2016



## **CPS SAN PEDRO CREEK JUA**

The City of San Antonio, hereinafter referred to as "City", issues this Joint Use Agreement ("JUA") to the City Public Service Board, hereinafter referred to as "CPS ENERGY" or "Joint User", acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the "Joint Use Area") listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.
2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining easement and right-of-way for an underground electric transmission and distribution line consisting of variable numbers of wires and cables, and all necessary and desirable improvements and appurtenances associated therewith (the "Improvements").
3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.
4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.
  - a. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City's successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User.
  - b. Subject to the City's agreement not to construct buildings in the Joint Use Area, should City's improvements or Joint Use Area be damaged as a result of CPS ENERGY's work or use involved in constructing, operating, replacing and repairing its Improvements, CPS ENERGY will restore City's improvements, as near as practicable, to its conditions prior to said work at its own cost.
  - c. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to CPS ENERGY's utility service in the area in which the Joint Use Area is located.
  - d. Within thirty (30) days following Joint User's completion of construction, maintenance or repairs to its project or infrastructure on the City's Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and Temporary Construction Area and restore the Joint Use Area and Temporary Construction Area to substantially the same or better condition as existed prior to Joint User's maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User's repair and restoration plans shall be subject to prior review and approval by City.
  - e. CPS ENERGY assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by CPS ENERGY and any other financial loss sustained by CPS ENERGY, except to the extent caused by City;

- f. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User's activities under this JUA.
- g. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by CPS ENERGY with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, CPS ENERGY's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, CPS ENERGY agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by CPS ENERGY, CPS ENERGY shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither CPS ENERGY nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. CPS ENERGY may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or CPS ENERGY on the Joint Use Area, including use for staging or storage of equipment, City and CPS ENERGY and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, [Mary.Fors@sanantonio.gov](mailto:Mary.Fors@sanantonio.gov). The initial CPS ENERGY contact is Chris Krueger, Right of Way Agent, 353-3274, [cgkrueger@cpsenergy.com](mailto:cgkrueger@cpsenergy.com).

11. **NOTICE.** 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. 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.

**CITY**

City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78283  
Attn: Real Estate Manager, TCI

**JOINT USER**

City Public Service Board (CPS ENERGY)  
145 Navarro  
San Antonio, TX 78205  
Attn: Christopher Krueger

*Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.*

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANTONIO,**  
a Texas municipal corporation

**CITY OF SAN ANTONIO, TEXAS, ACTING BY  
AND THROUGH THE CITY PUBLIC SERVICE  
BOARD OF SAN ANTONIO,** a municipal board of the  
City of San Antonio

\_\_\_\_\_  
*Steve Hodges, Real Estate Manager*  
Department of Transportation and  
Capital Improvements

\_\_\_\_\_  
Blake Williams, Senior Director  
Substation & Transmission Engineering,  
Construction and Maintenance

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by BLAKE WILLIAMS, SENIOR DIRECTOR, SUBSTATION & TRANSMISSION ENGINEERING, CONSTRUCTION AND MAINTENANCE, on behalf of the CITY PUBLIC SERVICE BOARD of the CITY OF SAN ANTONIO, Texas.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

**EXHIBIT A**

*References to "easement" are not indicative of any rights granted by City to CPS.*

P-164E-1

An approximately 1,369 square feet tract of land out of a 29,411 square foot tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas.



Parcel No. P-164E-1  
Project Name: San Pedro Creek  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.031 Ac. Tract**  
(1,369 sq. ft.)

Being 0.031 acre of land (1,369 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.031 acre tract (1,369 sq. ft.) being more particularly described as follows:

**Beginning** at a point located on the common line between the said 29,441 Sq. Ft. tract and a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said point being N 85°19'34" W, 15.03 feet along the said common line from a found Mag Nail with Washer being the common easterly corner of the said 29,441 Sq. Ft. and 34,580 Sq. Ft. tracts and being located on the west right-of-way line of the San Pedro Creek; said point of beginning being the most southeasterly corner of the tract herein described;

1. Thence N 85°19'34" W, 14.03 feet along the said common line to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 90.35 feet departing the said common line and crossing the said Lots 7 and 5 to a point for the northwest corner of the tract herein described;
3. Thence S 89°01'35" E, 21.00 feet to a point for the northeast corner of the tract herein described;
4. Thence S 00°58'25" W, 14.00 feet to an angle point corner of the tract herein described;
5. Thence N 89°01'35" W, 7.00 feet to an angle point corner of the tract herein described;

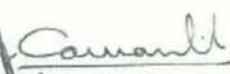
H:\Job\12013\Techprod\Survey\Documents\Metes & Bounds\12013 Parcel P-164E-1.doc

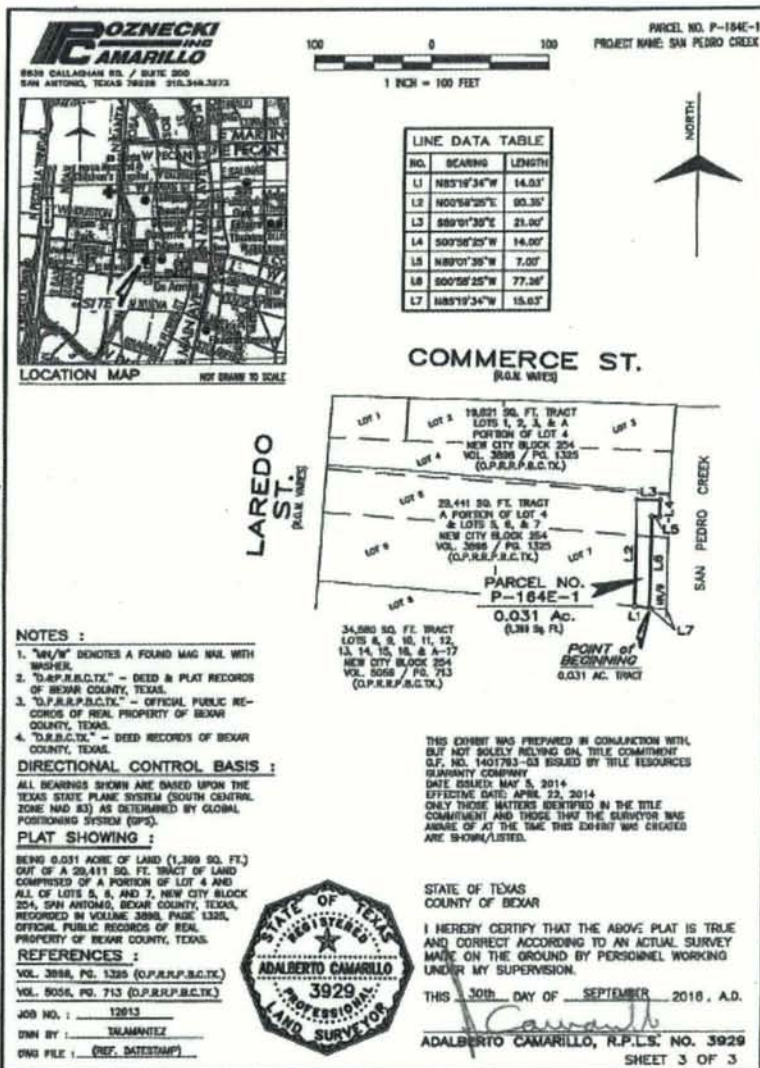
**Parcel No. P-164E-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

6. Thence S 00°58'25" W, 77.26 feet crossing the said Lots 5 and 7 to the **Point of Beginning** and containing 0.031 acre of land (1,369 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
\_\_\_\_\_  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016



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## **CPS SAN PEDRO CREEK JUA**

The City of San Antonio, hereinafter referred to as "City", issues this Joint Use Agreement ("JUA") to the City Public Service Board, hereinafter referred to as "CPS ENERGY" or "Joint User", acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the "Joint Use Area") listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.

2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining easement and right-of-way for an underground electric transmission and distribution line consisting of variable numbers of wires and cables, and all necessary and desirable improvements and appurtenances associated therewith (the "Improvements").

3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.

4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.

- a. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City's successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User.
- b. Subject to the City's agreement not to construct buildings in the Joint Use Area, should City's improvements or Joint Use Area be damaged as a result of CPS ENERGY's work or use involved in constructing, operating, replacing and repairing its Improvements, CPS ENERGY will restore City's improvements, as near as practicable, to its conditions prior to said work at its own cost.
- c. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to CPS ENERGY's utility service in the area in which the Joint Use Area is located.
- d. Within thirty (30) days following Joint User's completion of construction, maintenance or repairs to its project or infrastructure on the City's Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and Temporary Construction Area and restore the Joint Use Area and Temporary Construction Area to substantially the same or better condition as existed prior to Joint User's maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User's repair and restoration plans shall be subject to prior review and approval by City.
- e. CPS ENERGY assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by CPS ENERGY and any other financial loss sustained by CPS ENERGY, except to the extent caused by City;
- f. Joint User is solely responsible for obtaining any necessary permission from other owners or

interest holders whose property will be used or impacted by Joint User's activities under this JUA.

g. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by CPS ENERGY with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, CPS ENERGY's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, CPS ENERGY agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by CPS ENERGY, CPS ENERGY shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither CPS ENERGY nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. CPS ENERGY may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or CPS ENERGY on the Joint Use Area, including use for staging or storage of equipment, City and CPS ENERGY and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, [Mary.Fors@sanantonio.gov](mailto:Mary.Fors@sanantonio.gov). The initial CPS ENERGY contact is Chris Krueger, Right of Way Agent, 353-3274, [cgkrueger@cpsenergy.com](mailto:cgkrueger@cpsenergy.com).

11. **NOTICE.** 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. 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.

**CITY**  
City of San Antonio

**JOINT USER**  
City Public Service Board (CPS ENERGY)

P.O. Box 839966  
San Antonio, TX 78283  
Attn: Real Estate Manager, TCI

145 Navarro  
San Antonio, TX 78205  
Attn: Christopher Krueger

*Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.*

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANTONIO,**  
a Texas municipal corporation

**CITY OF SAN ANTONIO, TEXAS, ACTING BY  
AND THROUGH THE CITY PUBLIC SERVICE  
BOARD OF SAN ANTONIO,** a municipal board of the  
City of San Antonio

\_\_\_\_\_  
*Steve Hodges, Real Estate Manager*  
Department of Transportation and  
Capital Improvements

\_\_\_\_\_  
Blake Williams, Senior Director  
Substation & Transmission Engineering,  
Construction and Maintenance

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

STATE OF TEXAS            §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by BLAKE WILLIAMS, SENIOR DIRECTOR, SUBSTATION & TRANSMISSION ENGINEERING, CONSTRUCTION AND MAINTENANCE, on behalf of the CITY PUBLIC SERVICE BOARD of the CITY OF SAN ANTONIO, Texas.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

**EXHIBIT A**

*References to "easement" are not indicative of any rights granted by City to CPS.*

P-164E-1

0.102 acre of land (4,452 square feet) and being all of that land located within New City Block 13419, San Antonio, Bexar County, Texas, described as "Tract No. 1" and "Tract No. 2", recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas.



**Parcel No. P-192E-1**  
**Project Name: San Pedro Creek**  
Page 1 of 3

**Metes and Bounds Description**  
**for a**  
**0.102 Ac. Tract**  
(4,452 sq. ft.)

Being 0.102 acre of land (4,452 sq. ft.) and being all of that land located within New City Block 13419, San Antonio, Bexar County, Texas, described as "Tract No. 1" and "Tract No. 2", recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas; said 0.102 acre tract (4,452 sq. ft.) being more particularly described as follows:

**Beginning** at a point located at the intersection of the northeast right-of-way line of Cesar Chavez Blvd. and the northwest right-of-way line of San Pedro Creek; said point being the most southerly corner of the said 0.102 acre tract and of the tract herein described;

1. Thence N 63°37'07" W, 22.05 feet departing the said northwest right-of-way line and continuing along the said northeast right-of-way line to a point located at the common southwesterly corner of the said 0.102 acre tract and of Lot 5, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas; said point being the most westerly corner of the said 0.102 acre tract and of the tract herein described;
2. Thence N 37°12'52" E, 202.71 feet departing the said northeast right-of-way line and continuing along the common line between the said 0.102 acre tract and the said Lot 5 to a found iron pin located on the common line between the said 0.102 acre tract, the said Lot 5, and a 0.577 acre tract recorded in Volume 4087, Page 683, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the common northerly corner of the said 0.102 acre tract and of the said Lot 5 and also being the most northerly corner of the said 0.102 acre tract and of the tract herein described;
3. Thence S 63°37'08" E, 22.67 feet departing the common line between the said 0.102 acre tract and the said Lot 5 and continuing along the common line between the said 0.102 acre tract, the said 0.577 acre tract, and a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas to a point located on the northwest right-of-way line of San Pedro Creek; said point being the most easterly corner of the said 0.102 acre tract and of the tract herein described;

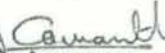
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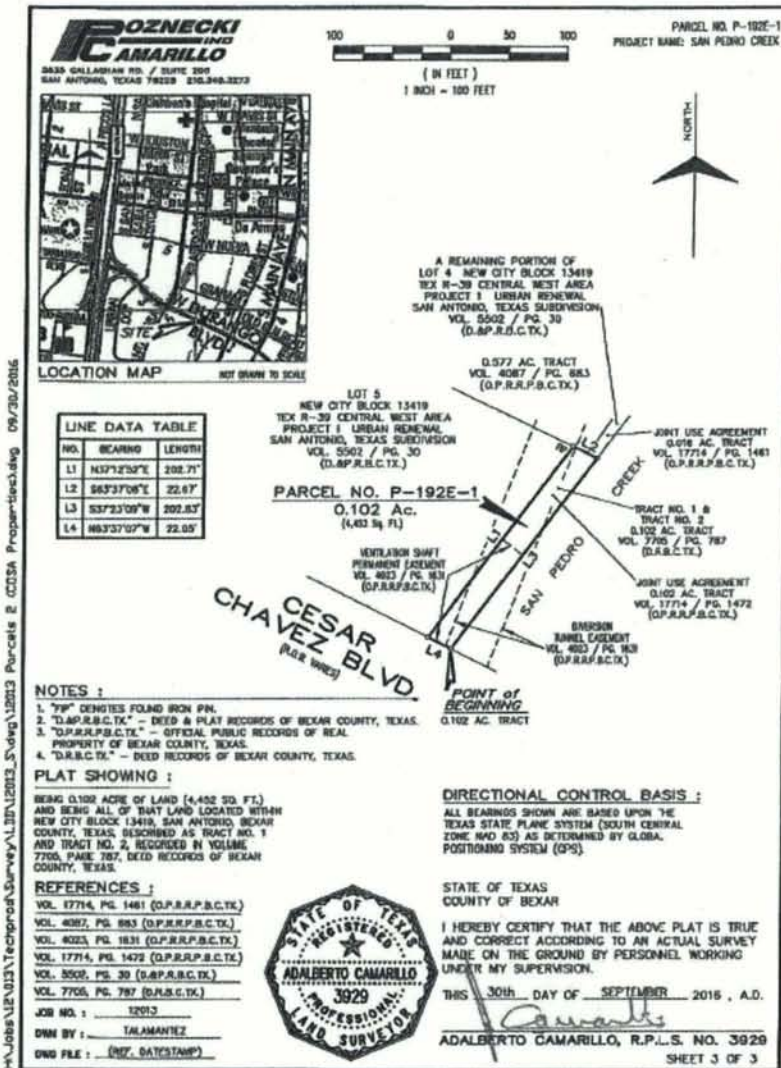
**Parcel No. P-192E-1**  
**Project Name: San Pedro Creek**  
Page 2 of 3

4. Thence S 37°23'09" W, 202.83 feet departing the said common line and continuing along the said northwest right-of-way line to the **Point of Beginning** and containing 0.102 acre of land (4,452 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



  
\_\_\_\_\_  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016



## **CPS SAN PEDRO CREEK JUA**

The City of San Antonio, hereinafter referred to as "City", issues this Joint Use Agreement ("JUA") to the City Public Service Board, hereinafter referred to as "CPS ENERGY" or "Joint User", acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the "Joint Use Area") listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.
2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining easement and right-of-way for an underground electric transmission and distribution line consisting of variable numbers of wires and cables, and all necessary and desirable improvements and appurtenances associated therewith (the "Improvements").
3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.
4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.
  - a. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City's successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User.
  - b. Subject to the City's agreement not to construct buildings in the Joint Use Area, should City's improvements or Joint Use Area be damaged as a result of CPS ENERGY's work or use involved in constructing, operating, replacing and repairing its Improvements, CPS ENERGY will restore City's improvements, as near as practicable, to its conditions prior to said work at its own cost.
  - c. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to CPS ENERGY's utility service in the area in which the Joint Use Area is located.
  - d. Within thirty (30) days following Joint User's completion of construction, maintenance or repairs to its project or infrastructure on the City's Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and Temporary Construction Area and restore the Joint Use Area and Temporary Construction Area to substantially the same or better condition as existed prior to Joint User's maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User's repair and restoration plans shall be subject to prior review and approval by City.
  - e. CPS ENERGY assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by CPS ENERGY and any other financial loss sustained by CPS ENERGY, except to the extent caused by City;

- f. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User's activities under this JUA.
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6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by CPS ENERGY with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, CPS ENERGY's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, CPS ENERGY agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by CPS ENERGY, CPS ENERGY shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither CPS ENERGY nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. CPS ENERGY may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or CPS ENERGY on the Joint Use Area, including use for staging or storage of equipment, City and CPS ENERGY and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, [Mary.Fors@sanantonio.gov](mailto:Mary.Fors@sanantonio.gov). The initial CPS ENERGY contact is Chris Krueger, Right of Way Agent, 353-3274, [cgkrueger@cpsenergy.com](mailto:cgkrueger@cpsenergy.com).

11. **NOTICE.** 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. 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.

**CITY**

City of San Antonio  
P.O. Box 839966  
San Antonio, TX 78283  
Attn: Real Estate Manager, TCI

**JOINT USER**

City Public Service Board (CPS ENERGY)  
145 Navarro  
San Antonio, TX 78205  
Attn: Christopher Krueger

*Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.*

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SAN ANTONIO,**  
a Texas municipal corporation

**CITY OF SAN ANTONIO, TEXAS, ACTING BY  
AND THROUGH THE CITY PUBLIC SERVICE  
BOARD OF SAN ANTONIO,** a municipal board of the  
City of San Antonio

\_\_\_\_\_  
*Steve Hodges, Real Estate Manager*  
Department of Transportation and  
Capital Improvements

\_\_\_\_\_  
Blake Williams, Senior Director  
Substation & Transmission Engineering,  
Construction and Maintenance

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by BLAKE WILLIAMS, SENIOR DIRECTOR, SUBSTATION & TRANSMISSION ENGINEERING, CONSTRUCTION AND MAINTENANCE, on behalf of the CITY PUBLIC SERVICE BOARD of the CITY OF SAN ANTONIO, Texas.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

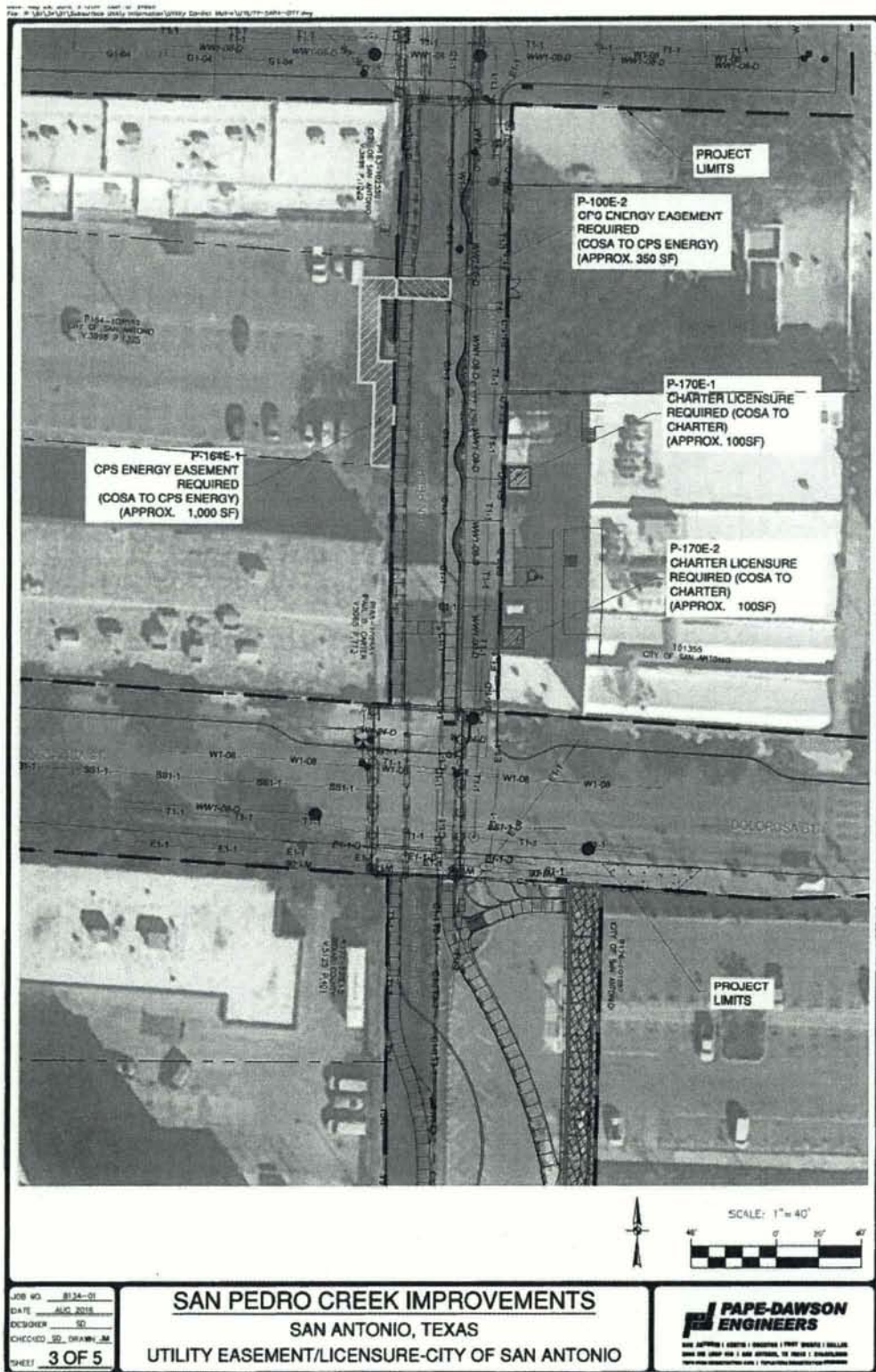
**EXHIBIT A**

*References to "easement" are not indicative of any rights granted by City to CPS.*

P-100-E2

An approximately 353 square feet tract of land out of the San Pedro Creek right of way, San Antonio, Bexar County, Texas.





**Parcel No. P-100E-2**  
**Project Name: San Pedro Creek**  
Page 1 of 2

**Metes and Bounds Description**  
**for a**  
**0.008 Ac. Tract**  
(353 sq. ft.)

Being 0.008 acre of land (353 sq. ft.) out of the San Pedro Creek right-of-way, San Antonio, Bexar County, Texas; said 0.008 acre tract (353 sq. ft.) being more particularly described as follows:

**Beginning** at a point located on the common line between the San Pedro Creek and a 29,441 Sq. Ft. tract of land being comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point being S 00°58'25" W, 5.86 feet along the said common line from a found iron pin being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land being comprised of all of Lots 1, 2, and 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point of beginning being the northwest corner of the tract herein described;

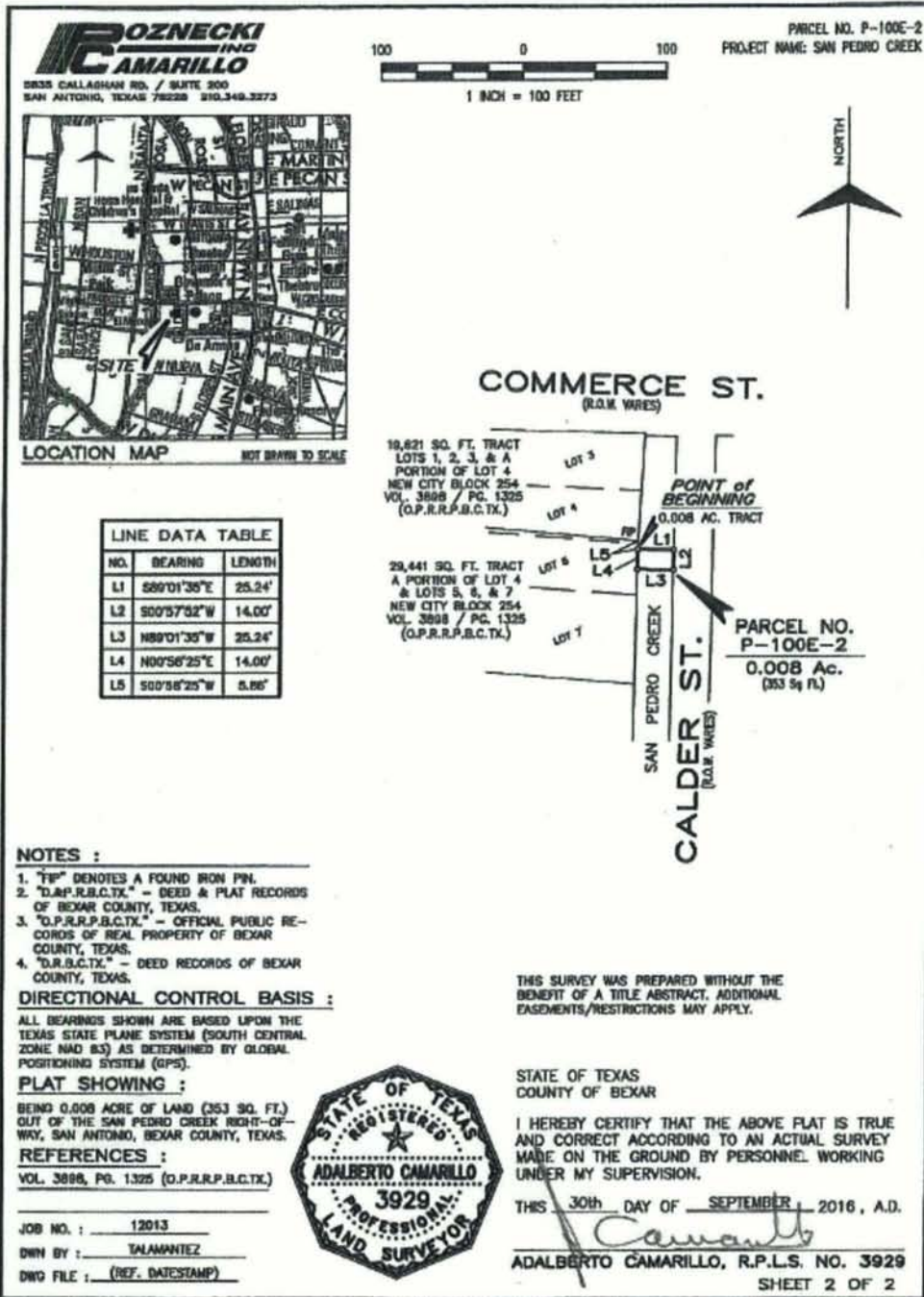
1. Thence S 89°01'35" E, 25.24 feet departing the said common line and crossing the San Pedro Creek to a point located on the common line between the San Pedro Creek and Calder St.; said point being the northeast corner of the tract herein described;
2. Thence S 00°57'52" W, 14.00 feet along the said common line to a point for the southeast corner of the tract herein described;
3. Thence N 89°01'35" W, 25.24 feet departing the said common line and crossing the San Pedro Creek to a point located on the common line between the San Pedro Creek and the said 29,441 Sq. Ft. tract; said point being the southwest corner of the tract herein described;
4. Thence N 00°58'25" E, 14.00 feet along the said common line to the **Point of Beginning** and containing 0.008 acre of land (353 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.



*Adalberto Camarillo*  
Adalberto Camarillo  
Registered Professional Land Surveyor  
No. 3929  
September 30, 2016

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