

## LICENSE

THIS License (the "License") is made effective as of the 29<sup>th</sup> day of **August, 2017**, and is between **Port Authority of San Antonio** ("Port Authority"), 907 Billy Mitchell Blvd., San Antonio, Texas 78226-1802, and the **City of San Antonio** – ("Licensee"), whose address is **PO Box 839966, San Antonio, TX 78283-3966**.

## RECITALS

Licensee desires to enter into a license with Port Authority for **a portion of Building No. 1538 (Bays E & F)** (approximately 159,894 sq.ft.) located at **333 Morris Witt Avenue** as set out on the attached **APPENDIX A** ("Premises").

## AGREEMENT

1. Licensee will have access to the Premises for use of **housing evacuees who have been displaced as a result of flooding and other acts of nature (Hurricane Harvey)** and for no other use or purpose without the prior written consent of Port Authority. This License begins on **August 29, 2017**, and ends on **September 30, 2017** unless the Parties agree to extend the term in writing. This Agreement can be terminated by either party at any time.
2. In consideration for this License, Licensee will pay to Port Authority the amount of **\$5.00** on the execution hereof. The Premises are licensed to Licensee on an "AS IS, WHERE IS" BASIS, WITH ALL FAULTS.
3. Licensee is not authorized to make any improvements or alterations to the Premises except as authorized under Section 8 and doing so will result (i) in termination of this License, and (ii) in Licensee becoming liable for reimbursement to Port Authority for the cost of restoration of the Premises.
4. Licensee will fully insure its property stored or used in the Premises and Licensee will not seek compensation from Port Authority if any of Licensee's property is damaged as a result of a hazard and/or the condition of the Premises.
5. This License is not assignable by Licensee and any attempt to assign this License will terminate this License.
6. Prior to occupancy, representatives of both parties will inspect the Premises and will note any discrepancies on the inspection form. Prior to vacating the Premises, representatives of both parties will again inspect the Premises to note any discrepancies on the release form. Repair of normal wear and tear is the responsibility of Port Authority. Upon expiration of the License, the Premises will be returned to Port Authority in the same condition as it was when first licensed by Licensee or, where not feasible or appropriate to return to previous condition, Port Authority will be compensated at fair market value for any and all damages to the Premises and related personal property.

7. Licensee will perform all activities on the Premises in accordance with all applicable local, state and federal laws and regulations.
8. Licensee, at its own cost and expense, will (i) install, maintain, repair and, if necessary, replace all parts of the Premises necessary for Licensee's use, excluding those parts, if any, of the Premises to be maintained by Port Authority pursuant to this License, and promptly make all such necessary installations, repairs and replacements to the Premises, and (ii) keep the parking areas, drive-ways and alleys surrounding the Premises in a safe and trash/debris-free condition. Licensee's obligation to maintain, repair and make replacements to the Premises will cover, but not be limited to, pest control (including termites), janitorial services, trash removal, building and grounds maintenance and the installation of, maintenance, repair and replacement of all heating, ventilation, and air conditioning (HVAC), electrical, plumbing, sprinkler and other mechanical systems as needed for Licensee's use, and will be implemented according to standards agreed to by Licensor and Licensee. **Licensee will, at its own cost and expense, provide ample security coverage to ensure the safety of the evacuees and integrity of the property.**
9. Local exchange carriers such as AT&T and Time Warner provide dial tone and data service to a point of demarcation in Building 1674 on Port San Antonio. Telephone and data lines from Building 1674 to Authority's communications room that is closest to the Premises ("Communications Room") are owned and maintained by Authority. Licensee is responsible for installation of communication lines from the Communications Room to the Premises. Licensee will contact Authority for information on obtaining special services such as T-1 service, prior to entering into any contracts or agreements to obtain such services with local exchange carriers or other third party providers.
10. Insurance. Licensee is a governmental entity subject to the Texas Tort Claims Act, and is self-insured. Licensor can provide a letter of self-insurance to Licensor upon request.
11. Indemnity. Licensee is subject to, and complies with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties, including but not limited to those resulting or arising from any and all injuries or death of any person or damage to any property arising from or related to the Premises or this License Agreement.
12. Port Authority, together with its board of directors, officers, employees and agents, individually and collectively ("Port Authority, Et Al") will not be liable in any event for personal injury or loss of Licensee's property caused by fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other similar occurrences. Licensee will give prompt notice to Port Authority of any significant accidents involving injury to persons or property. Furthermore, Port Authority, Et Al, will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or Port San Antonio, regardless of whether such loss occurs when the area is locked against entry. Port Authority, Et Al will not be liable to Licensee or Licensee's employees, customers or invitees for any damages or losses to persons or property caused by any invitees anywhere on Port San Antonio, or for any

damages or losses caused by theft, burglary, assault, vandalism or other crimes. Licensee will give Port Authority prompt notice of any criminal or suspicious conduct within or about the Premises or Port San Antonio and/or personal injury or property damage caused thereby.

13. Licensee represents to Port Authority that (i) it is a duly formed municipal entity in accordance with the rules of the State of Texas, (ii) it has the full right, power and authority to enter into this License, (iii) any and all action necessary to approve and ratify the entering into of this License by Licensee has been taken (and Licensee agrees to provide evidence thereof to Port Authority upon Port Authority's request) and (iv) the person executing this License on behalf of Licensee has been empowered with all necessary authority to do so and thereby to bind Licensee fully to all of the terms and conditions hereof.

14. As provided in Section 8, Licensee will clean and restore the Premises to its original condition upon expiration of the License.

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

16. Notwithstanding any other language in this document, all obligations of the City of San Antonio under this instrument are funded subject to the discretion of City Council whether to appropriate funding for any given year of a term.

17. Contact persons for the parties are identified as follows: Steve Hodges, TCI Department at 210-207-8234, and for Port Authority of San Antonio - Adrienne Cox, VP Asset Management at 210-362-7867.

Signed this 29 day of August, 2017.

LICENSEE:

City of San Antonio

By: 

Printed Name: LAURENCE TREVINO

Title: EMC

**PORT AUTHORITY OF SAN ANTONIO**

By: 

Printed Name: Roland C. Mower

Title: President & CEO

Floor plan of Building 1538. The building is divided into several bays. On the right side, there is a large rectangular area divided into four bays: Bay A (top), Bay B (bottom), Bay C (middle-left), and Bay D (middle-right). To the left of this area are two more bays: Bay E (top) and Bay F (bottom). Bay F is shaded with a cross-hatch pattern. The building is labeled "BUILDING 1538" on the right side.

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Dist. Aug 29, 2016 11:04am: User: KJ Powell, Answer:  
The MYCAB Airborne Video is correct. Video 15-04 (Building 15-04) is the same as



AVAILABLE AREA

Rev 4 Date: 9/14/16  
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