

Transfer of Use and Control Agreement

This Transfer of Use Agreement (“Agreement”) is made and entered into by and between the City of San Antonio (“City”) and the CPS Energy (“CPS”) on ____ day of _____, 2019 (“Effective Date”). The parties may be identified individually as party (“Party”) or collectively as the parties (“Parties”).

RECITALS

WHEREAS, CPS is the beneficial user of certain real property owned by the City of San Antonio which is more particularly described and depicted in **Exhibit A**, **Exhibit B**, and **Exhibit C** (collectively, “CPS Property”), attached hereto and incorporated;

WHEREAS, City is the owner of certain real property which is more particularly described and depicted in **Exhibit D** (“City Property”), attached and incorporated hereto;

WHEREAS, the Parties desire to exchange the use and control of the properties described above in order to align ownership with current operation, maintenance, control of the properties; and

WHEREAS, the exchange of the properties described above will not result in any costs due between the Parties;

WHEREAS, CPS is a municipally-owned utility of the City; and

WHEREAS, CPS Property is titled in the name of the “City of San Antonio, as Part of its Electric and Gas System Acting By and Through the City Public Service Board, a Municipal Board of the City of San Antonio, created pursuant to the authority contained in §1502.070 of the Texas Government Code and its predecessor statute” and this Agreement shall take place of what would otherwise be deeds between the City and CPS.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING TRANSFER OF USE OF CERTAIN PROPERTY;

1. CPS hereby surrenders and transfers use and control of the CPS Property to the City.
2. City hereby surrenders and transfers use and control of the City Property to CPS.
3. Neither City nor CPS by execution of this Agreement waive or relinquish any right which they may have under the law, constitutional, state, or federal.
4. Condition of the CPS Property and City Property.
 - a. Disclaimer. Each party specifically disclaims any warranty, guaranty, or representation as of, to, or concerning: (i) the nature and condition of the properties

exchanged; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) the nature or extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition, or otherwise; and (iv) the compliance of the properties of the operation of the properties with any laws, rules, ordinances, or regulations of any government or other body. Neither party has not made, and does not make, any representations, warranties, or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the properties, the suitability of the properties for any and all activities, and uses which the Parties may conduct thereon, compliance by the properties with any laws, rules, ordinances or regulations of any applicable government authority of habitability, merchantability, or fitness for a particular purpose. By accepting the transfer of use, benefit, and control of the properties at closing, the Parties acknowledge that each has inspected the other's properties to its satisfaction. The Parties agree to accept the transfer of use, benefit, and control of the other Party's properties being in its present as-is, condition with all faults.

- b. **Property Condition.** The Parties acknowledge and agree that they are experienced in the ownership, development, and/or operation of properties similar to the properties being exchanged and that the Parties have inspected the properties to each Party's satisfaction and is qualified to make such an inspection. Each Party acknowledges that it is fully relying on its own (or its representatives' own) inspections of the properties and not made upon any other state, oral or written, which may have been made or may be made by the other Party. Each Party acknowledges that it has thoroughly inspected and inspected the properties to the extent deemed necessary by each Party in order to enable that Party to evaluate the condition of the properties; and each Party acknowledges that it is relying solely upon its own inspection, examination, or evaluation of the properties. Each Party expressly assumes all risks, liabilities, claims, damages, and costs resulting from, arising from, or related to the ownership, use, condition, location, maintenance, repair, or operation of the properties attributable to the period from and after the date hereof.

City of San Antonio,
A Texas municipal corporation

By: _____
City Manager or Designee

Approved as to form:

Assistant City Attorney

**City of San Antonio, acting by and
through the City Public Service Board**

By: _____
Paula Gold-Williams,
President and Chief Executive Officer

Exhibit A



0.0764Acres
(3330 Sq. Ft.)
2223-10405ex12.dwg

FN NO. 2223-10405-12
September 19, 2018
JOB NO. 2223-10405

FIELD NOTE DESCRIPTION

Being 0.0764 acres situated in San Antonio, Bexar County, Texas and being out of Lot 14, New City Block 1760, Callway River Subdivision, as recorded in volume 8900, Page 194 of the Deed and Plat Records of Bexar County, Texas; said 0.0764 acres being more particularly described by Metes and Bounds as follows with all bearings being referenced to the North American Datum 1983, Texas Coordinate System, South Central Zone:

Beginning, at a found 1/2-inch iron rod on the Northeast right-of-way line of McCullough Avenue (variable width R.O.W.) and being the most westerly corner of said Lot 14 and the Southeasterly line of the San Antonio River as conveyed from the State of Texas to the City of San Antonio by Article 7467a, Vernon Civil Statutes, by Act of the 39th Legislature in 1925, Chapter 155, Page 366;

Thence, along the Northwest line of said Lot 14 and the Southeasterly line of said San Antonio River as follows:

- N 48° 07' 04" E, 198.15 feet, to a found 1/2-inch iron rod for an angle point;
- N 60° 14' 55" E, 49.81 feet, to a set 1/2-inch iron rod with Stantec Cap for corner;

Thence, leaving the Southeast line of said San Antonio River, into and through said Lot 14 as follows:

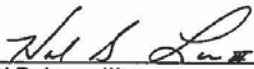
- S 04° 17' 54" W, 5.99 feet, to a set 1/2-inch iron rod with Stantec Cap for corner;
- S 48° 14' 35" W, 249.60 feet, to a set 1/2-inch iron rod with Stantec Cap on the Northeast right-of-way line of McCullough Avenue for the Southwest corner of the herein described tract;

Exhibit A

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Thence, N 15° 11' 02" W, 15.75 feet, to the **Point of Beginning**, containing 0.0764 acres (3330 square feet) of land, more or less.

Note: Survey plat of even date to accompany this Field Note Description.


Hal B. Lane III
Registered Professional Land Surveyor
Texas Registration Number 4690
Stantec Consulting Services, Inc.
70 NE Loop 410, Suite 1100
San Antonio, Texas 78216
210/525-9090
TBPLS Firm No.: 10194228

9/19/18
DATE



Exhibit A

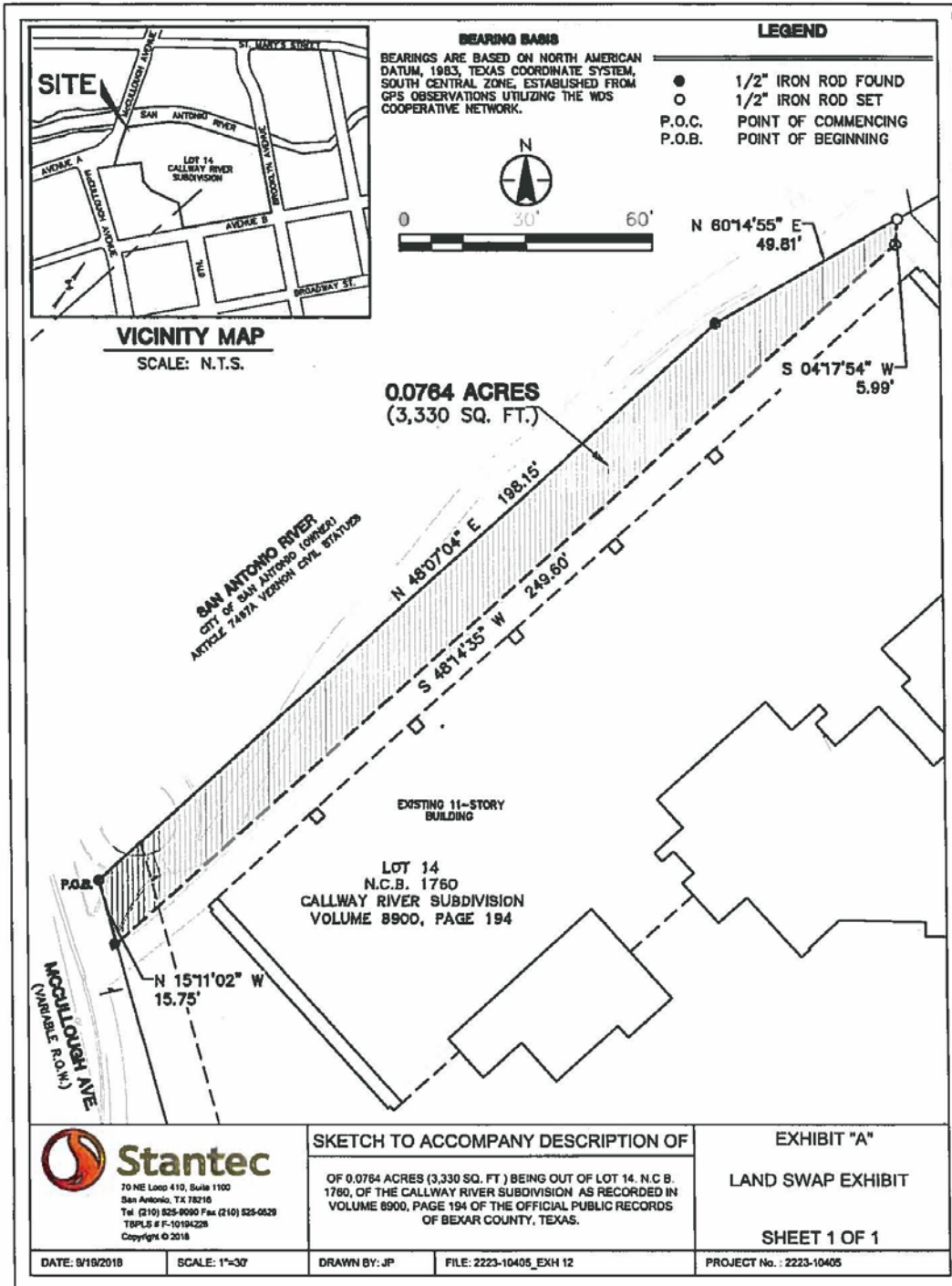


Exhibit B



0.0416 Acres
(1811 Sq. Ft.)
2223-10405ex13.dwg

FN NO. 2223-10405-13
September 19, 2018
JOB NO. 2223-10405

FIELD NOTE DESCRIPTION

Being 0.0416 acres situated in San Antonio, Bexar County, Texas and being out of Lot 14, New City Block 1760, Callway River Subdivision, as recorded in volume 8900, Page 194 of the Deed and Plat Records of Bexar County, Texas; said 0.0416 acres being more particularly described by Metes and Bounds as follows with all bearings being referenced to the North American Datum 1983, Texas Coordinate System, South Central Zone:

Commencing, at a set 1/2-inch iron rod on the Southwest right-of-way line of Brooklyn Avenue (58-foot R.O.W.) and being the most Northerly corner of said Lot 14 and the Southeasterly line of the San Antonio River, as conveyed from the State of Texas to the City of San Antonio by Article 7467a, Vernon Civil Statutes, by Act of the 39th Legislature in 1925, Chapter 155, Page 366;

Thence, S 73° 01' 30" W, 150.40 feet, to a set 1/2-inch iron rod with Stantec Cap for the **Point of Beginning** of the herein described tract of land;

Thence, leaving the Southeast line of the San Antonio river, into and through said Lot 14 as follows:

- S 50° 00' 59" W, 39.58 feet, to a set 1/2-inch iron rod with Stantec Cap for corner;
- S 87° 56' 45" W, 40.18 feet, to a set 1/2-inch iron rod with Stantec Cap for corner;
- S 60° 01' 52" W, 47.26 feet, to a set 1/2-inch iron rod with Stantec Cap for corner;
- S 79° 03' 04" W, 46.64 feet, to a set 1/2-inch iron rod with Stantec Cap for corner;

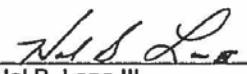
Exhibit B

Page 2 of 2

- N 45° 31' 56" W, 12.36 feet, to a set 1/2-inch iron rod with Stantec Cap on the Northwest line of said Lot 14 and the Southeast line of the San Antonio River for corner;

Thence, N 73° 01' 30" E, 173.59 feet along the Southeast line of said San Antonio river and the Northwest line of said Lot 14, to the **Point of Beginning**, containing 0.0416 acres (1811 square feet) of land, more or less.

Note: Survey plat of even date to accompany this Field Note Description.


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Exhibit B

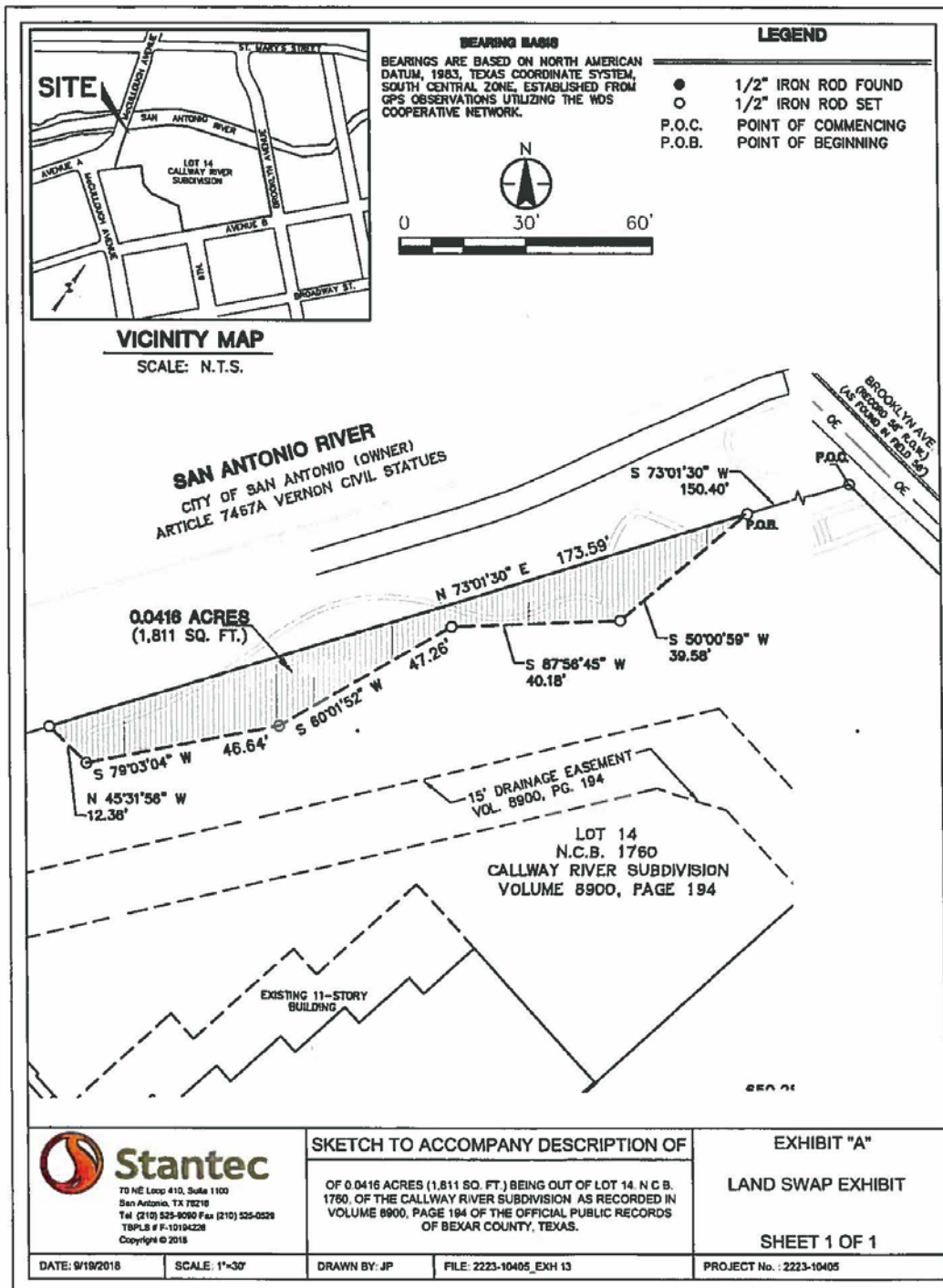


Exhibit C



0.0073 Acres
(320 Sq. Ft.)
2223-10405ex14.dwg

FN NO. 2223-10405-14
September 19, 2018
JOB NO. 2223-10405

FIELD NOTE DESCRIPTION

Being 0.0073 acres situated in San Antonio, Bexar County, Texas and being out of Lot 14, New City Block 1760, Callway River Subdivision, as recorded in volume 8900, Page 194 of the Deed and Plat Records of Bexar County, Texas; said 0.0073 acres being more particularly described by Metes and Bounds as follows with all bearings being referenced to the North American Datum 1983, Texas Coordinate System, South Central Zone:

Beginning, at a set 1/2-inch iron rod on the Southwest right-of-way line of Brooklyn Avenue (58-foot R.O.W.) and being the most Northerly corner of said Lot 14 and the Southeasterly line of the San Antonio River, as conveyed from the State of Texas to the City of San Antonio by Article 7467a, Vernon Civil Statutes, by Act of the 39th Legislature in 1925, Chapter 155, Page 366;

Thence, S 45° 06' 17" E, 12.42 feet, along the Northeast line of Lot 14 and the Southwest right-of-way line of Brooklyn Avenue, to a set 1/2-inch iron rod with Stantec Cap for the East corner of the herein described tract of land;

Thence, leaving the Southwest right-of-way line of Brooklyn Avenue, crossing said Lot 14 as follows:

- S 68° 51' 32" W, 11.95 feet, to a set 1/2-inch iron rod with Stantec Cap for corner;
- S 75° 05' 54" W, 8.93 feet, to a set 1/2-inch iron rod with Stantec for corner;
- N 76° 31' 43" W, 22.68 feet, to a set 1/2-inch iron rod with Stantec Cap on the Northwest line of Lot 14 and the Southeast line of the San Antonio River for corner;

Exhibit C

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Thence, N 73° 01' 30" E, 34.54 feet along the Southeast line of said San Antonio river and the Northwest line of said Lot 14, to the **Point of Beginning**, containing 0.0073 acres (320 square feet) of land, more or less.

Note: Survey plat of even date to accompany this Field Note Description.


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Exhibit C

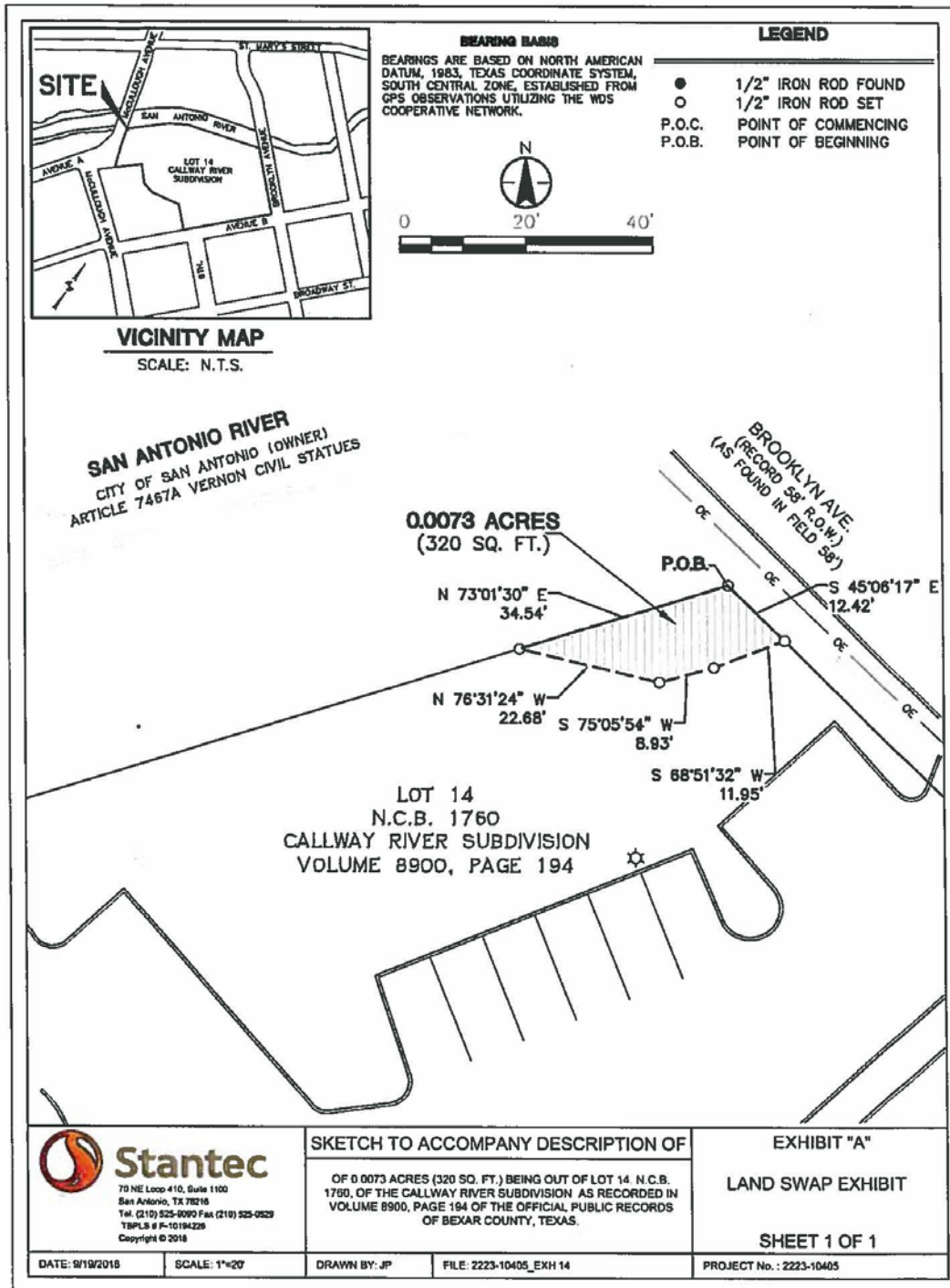


Exhibit D

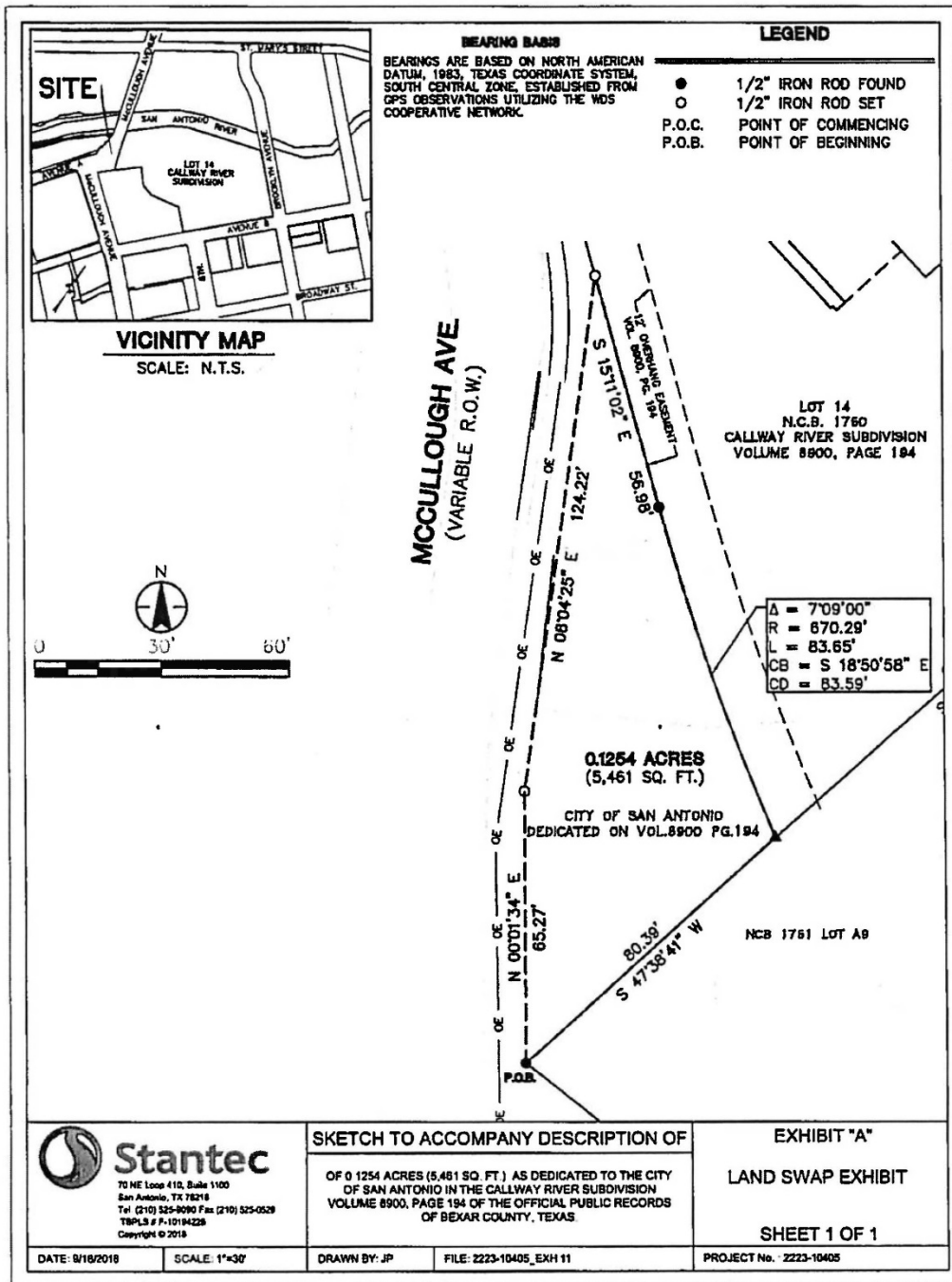


Exhibit D



0.1254 Acres
(5461 Sq. Ft.)
2223-10405ex11.dwg

FN NO. 2223-10405-11
September 19, 2018
JOB NO. 2223-10405

FIELD NOTE DESCRIPTION

Being 0.1254 acres situated in San Antonio, Bexar County, Texas and being out of Lot 14, New City Block 1760; and being the same 0.1254 acres conveyed to the City of San Antonio by Plat of Callway River Subdivision recorded in Volume 8900, Page 194, and being more particularly described by Metes and Bounds as follows with all bearings being referenced to the North American Datum 1983, Texas Coordinate System, South Central Zone:

Beginning, at a found 1/2-inch iron rod on the East right-of-way line of McCullough Avenue (variable width R.O.W.) and being the most Westerly corner of Lot 14, New City Block 1760, Callaway River Subdivision, as recorded in Volume 8900, Page 194 of the Deed and Plat Records of Bexar County, Texas;

Thence, N 00° 01' 34" E, 65.27 feet, along the East right-of-way line of McCullough Avenue to a set 1/2-inch iron rod with Stantec Cap for corner;

Thence, N 08° 04' 25" E, 124.22 feet, along the East right-of-way line of McCullough Avenue to a set 1/2-inch iron rod with Stantec Cap for corner;

Thence, crossing said Lot 14 as follows:

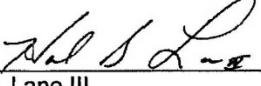
- S 15° 11' 02" E, 56.98 feet, to a found 1/2-inch iron rod for corner;
- Along the arc of a curve to the left, having a chord of S 18° 50' 58" E, 83.59 feet, a radius of 670.29 feet and a central angle of 07° 09' 00", a distance of 83.65 feet, to a found PK nail for corner;

Thence, S 47° 38' 41" W, 80.39 feet, to the **Point of Beginning**, containing 0.1254 acres (5461 square feet) of land, more or less.

Exhibit D

Page 2 of 2

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