Bridge Donation Agreement

This Bridge Donation Agreement is entered into between Union Pacific Railroad Company ("UP") and the City of San Antonio ("City") as of the date and year set forth at the end hereof.

Predicate Facts

UP operates and maintains a north-south railroad corridor just to the east of Interstate 37 in the downtown area of City.

UP owns a bridge over its railroad corridor in City in the vicinity of Hays Street ("Bridge").

A depiction of the Bridge is attached as **Exhibit A**.

UP would like to donate the Bridge and certain related real property interests and use rights to City, and City is willing to accept the Bridge and such related property interests and use rights and relieve UP of its ownership, repair, and maintenance obligations (if any) with respect to the Bridge, on the terms and conditions of this Agreement. The Bridge and such related real property interests and use rights are hereafter sometimes collectively called the "Property."

Rights and Obligations

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

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1. Donation of Bridge and Related Property Interests and Use Rights.

1.01. UP will donate and transfer to City at closing the following interests as indicated below:

1.01.01. UP will deliver to City a Donation Deed without Warranty substantially in the form attached as **Exhibit B** as to Tract 1:

Tract 1: Lots 2 and 7, Block 18, New City Block 525, in the City of San Antonio, Bexar County, Texas, being the same Lot 2 as that conveyed to The Galveston, Harrisburg, and San Antonio Railway Company by deed dated January 14, 1910, recorded in Volume 337, Page 175 of the Deed Records and the residue of the south ½ of Lot 7 as conveyed to he Galveston, Harrisburg, and San Antonio Railway Company by deed dated April 10, 1910, recorded in Volume 339, Page 74 of the Deed Records of Bexar County, Texas; and having a tax designation account number 005250180020

1.01.02. UP will deliver to City a Donation Quitclaim Deed substantially in the form attached as **Exhibit C** as to the following tracts:

> All property interests conveyed by Sunshine Wood Company to The Galveston, Harrisburg, and San Antonio Railway Company under Warranty Deed and Release dated July 1, 1910 and recorded in the Deed Records of Bexar County, Texas at Volume 328, Pages 32-35.
>
> All property interests conveyed by-J.L. Henry to The Galveston, Harrisburg, and San Antonio Railway Company under Warranty Deed dated January 14, 1910 and recorded in the Deed Records of Bexar County, Texas at Volume 337, Page 174.
>
> All property interests conveyed by Petrich Sauer Lumber Company to The Galveston, Harrisburg, and San Antonio Railway Company under Warranty Deed and Release dated June 7, 1910 and recorded in the Deed Records of Bexar County, Texas at Volume 339, Pages 379-81.

1.01.03. UP will deliver to City a Bill of Donation substantially in the form attached as **Exhibit D** for the Bridge.

1.01.04. UP will grant to City a perpetual, nonrevocable right to use, keep, maintain, repair and replace in its present location the Bridge footing located in UP's right of way ("Footing") in the location described by metes and bounds on **Exhibit E**. The grant of rights will be substantially in the form of the Agreement re Hays Street Bridge attached as **Exhibit F**, which will be executed and delivered by UP and City at closing.

1.02. All exhibits to this agreement are incorporated by reference for all purposes as if fully set forth.

2. Repair, Maintenance, and Operation of Bridge.

2.01. As a condition precedent to UP's obligation to donate and transfer the Property to City, City shall enact an ordinance repealing and rescinding the portion of Section 2 of Ordinance dated February 14, 1910, that requires the Galveston, Harrisburg & San Antonio Railway Company (predecessor in interest to UP) to maintain the Bridge. City's repeal may be conditioned on UP's delivery to City of all instruments called for by Paragraph 1 above.

2.02. Additional terms and conditions with respect to the restoration, maintenance, repair and operation of the Bridge are set forth in the attached **Exhibit F**.

3. Feasibility Review/Right of Entry.

3.01. Feasibility Review Period.

For 90 days after the date of this Agreement ("Feasibility Review Period"), City and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or City's review of title or any other matters relating to the Property are unsatisfactory in City's sole discretion, City may terminate this Agreement by giving UP written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for City's purposes.

3.02. Return of Reports.

If City terminates, then City will surrender to UP copies of all audits, soils, engineering, and any other reports prepared for City pertaining to the Property. Such reports will become the sole property of UP without cost or expense to UP, and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other. City's obligation under this paragraph is limited by its obligations under the Texas Public Information Act.

3.03. Conditions on Entry.

City's right to enter upon the Property during the Feasibility Review Period is subject to the following:

3.03.01. Subject to the Public Information Act, City and City's agents and contractors (collectively "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of UP. If City discovers hazardous or toxic substances or materials, City will immediately notify UP. UP acknowledges that, if a Public Information Act request is made, City must disclose all responsive material in its possession.

3.03.02. City will promptly deliver to UP the results and copies of all reports, evaluations, tests, and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, UP will have five working days to make comments, pose questions, and offer recommendations to the Contractor preparing the report.

3.03.03. If City does not accept the donation contemplated by this Agreement, City will, as soon as possible and at City's sole expense, subject to appropriation of adequate funds, restore the Property to the same condition it was in immediately before City entered the Property.

3.03.04. Absence of markers is not a warranty by UP of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, City will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If fiber optic cable is buried on the Property, City will promptly notify UP of the results of its investigation.

4. As Is Donation.

4.01. Acknowledgments

The Property will be donated to and accepted by City in an "AS IS" condition, with all faults, and City acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. City further acknowledges that the Bridge is on federal, state, and local historic registers, and is in need of substantial repairs before it may be used for pedestrian or other purposes.

4.02. Verification Requirement.

City must verify any information it may receive from UP or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment that UP elects to provide to City).

4.03. No Representation.

UP makes no representations or warranties, either express or implied, regarding the Property. In particular, without limitation, UP makes no representations or warranties with respect to the use, condition, title, occupation, or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). City enters into this Agreement based on its own independent investigation of the Condition of the Property. City assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

4.04. Independent Consideration.

The provisions of this Section 4 are independent consideration to UP for the transfer of the Property, and will survive the delivery of the deed and will bind and inure to the benefit of the parties hereto, their heirs, successors, and assigns.

5. Escrow, Survey, Title Insurance.

5.01. Title Commitment and Survey.

City must obtain its own title reports and insurance at City's expense. If City obtains a title commitment, it will deliver a copy to UP, but UP need not cure any title defects. City must likewise get a survey of the Property adequate to provide the property descriptions necessary for the transfers contemplated hereby and to determine the portion of Tract 2, if any, to be included in the transfers, with survey to be at City's expense except that at Closing, UP shall reimburse City for one-half the

actual out-of-pocket cost to City for the survey of the Property up to a maximum reimbursement amount of $10,000.

5.02. Other Fees.

If an escrow is used, City pays all fees relating to the escrow, including recording fees.

6. Existing Agreements.

Subject to City's right to terminate this Agreement as provided in Paragraph 3.01 above, City will accept the donation of the Property subject to rights of others to use the Property. UP must not grant any new rights after execution and delivery of this Agreement.

7. Closing – Default.

Closing must be within 60 days after expiration of the Feasibility Review Period. If either party fails to close timely, the other party's sole remedy is to cancel this Agreement. Upon such cancellation, neither party will have any further rights or obligations hereunder except obligations of City under Sections 3.02 and 3.03 above.

8. Prorations.

Real estate taxes and all other matters requiring proration at Closing will be prorated according to Texas Tax Code § 26.11.

9. Miscellaneous.

9.01. Applicable Law.

THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS, REMEDIES, AND OBLIGATIONS ARISING THEREUNDER ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. But the Texas conflicts of law rules must not be used to cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas. Venue for all disputes arising under this agreement is in Bexar County, Texas.

9.02. Severability.

If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

9.03. Successors.

This Agreement inures to the benefit of and is binding on the representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

9.04. Integration.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL

AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

9.05. Modification.

This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver, express or implied, affects the right of the waiving party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

9.06. Third Party Beneficiaries.

This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. It has no third party beneficiaries.

9.07. Notices.

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. Notice is complete three days after 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. At the time of signing this Agreement addresses for notice are:

UP
Union Pacific Railroad Company
Real Estate Department
Assistant Vice President
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

City
City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283

With a copy to:

Assistant General Counsel
Union Pacific Railroad Company
Law Department
1400 Douglas Street, MS 1580
Omaha, Nebraska 68179

With a copy to:

Director, Public Works
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283

9.08. Pronouns.

In construing this Agreement, plural constructions include the singular, and singular constructions include the plural. No significance shall be attached to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Agreement, not to any particular provision of it.

9.09. Captions.

Paragraph captions in this Agreement are for ease of reference only and do not affect the interpretation hereof.

9.10. Counterparts.

This Agreement 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 agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

10. Dispute Resolution.

As a condition precedent to bringing any suit to enforce or interpret this Agreement or any aspect thereof, including an action for declaratory relief, the disputants must first submit in good faith to mediation by a mediator qualified under § 154.052, Texas Civil Practice and Remedies Code. Suit may be filed only after the sooner to occur of (i) a full day of mediation by a mediator qualified as provided above or (ii) certification by the mediator that further attempts to mediate would be fruitless. Limitations, laches, waiver and estoppel based upon any reasonable delay relating to attempts to mediate as herein provided may not be asserted by either party hereto.

11. Prohibited Interests in Contracts.

11.01. Applicable Charter Provisions.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

11.02. UP Warranty.

UP warrants and certifies as follows:

(i) UP and its officers are neither officers nor employees of the City.

(ii) UP has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

11.03. Reasonable Reliance.

UP acknowledges that City's reliance on the above warranties and certifications is reasonable.

12. Public Information.

UP acknowledges that this agreement is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

IN WITNESS WHEREOF, the parties have hereunto caused their representatives to set their hands.

City of San Antonio	**Union Pacific Railroad Company**
_____ (Signature)	Tony K Love (Signature)
_____ (Printed Name)	TONY K. LOVE (Printed Name)
_____ (Representative Capacity)	Assistant Vice President – Real Estate (Representative Capacity)
_____ (Date)	September 14, 2007 (Date)

Attest:

_____

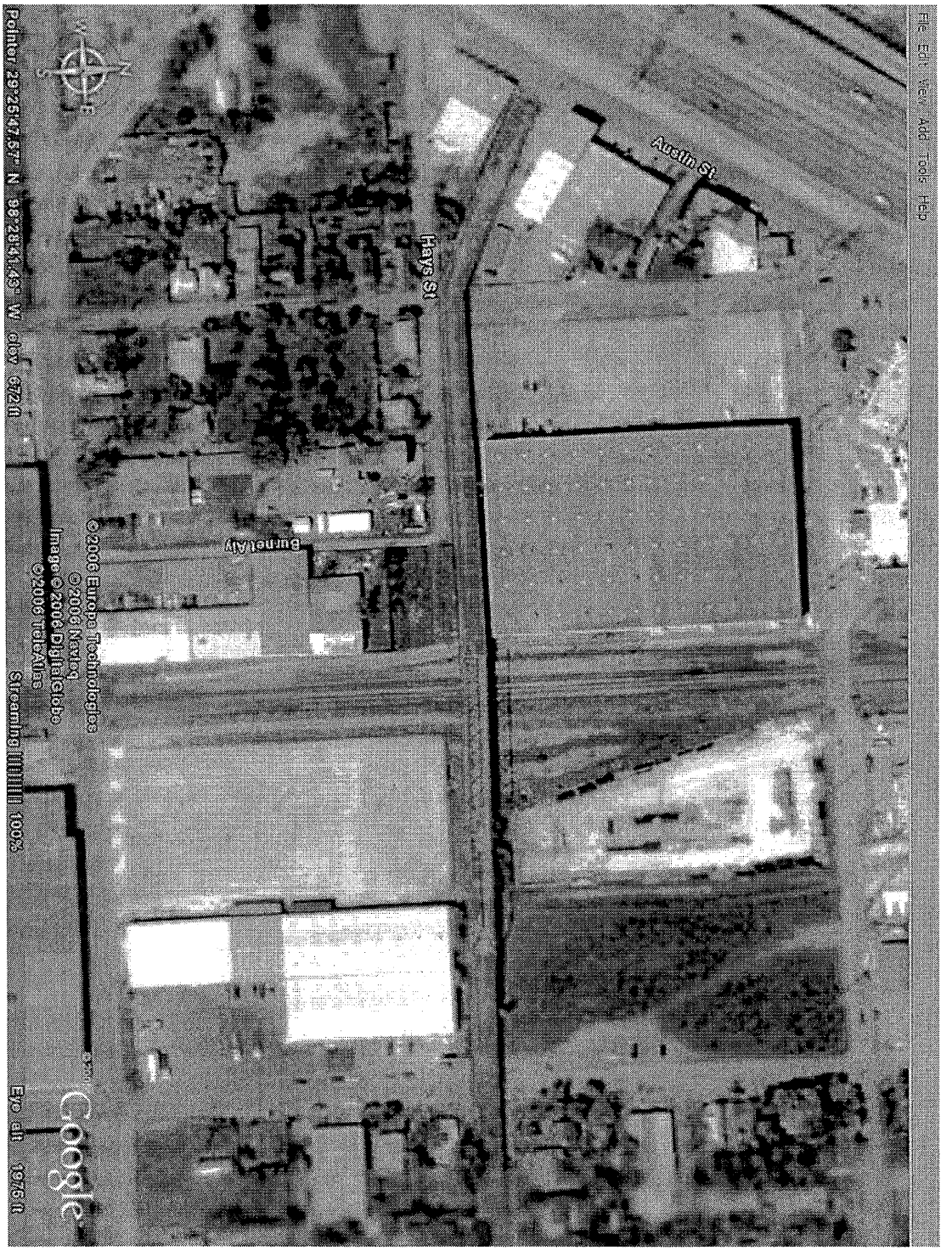
City Clerk

Approved as to Form:

_____

City Attorney

Exhibit A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Austin St
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Pointer 29°25'47.57" N 98°28'41.43" W elev 672 ft
© 2006 Europa Technologies
© 2006 Navteq
Image © 2006 DigitalGlobe
© 2006 TeleAtlas
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Exhibit B

Notice Of Confidentiality Rights: If You Are A Natural Person, You May Remove or Strike Any or All of The Following Information From This Instrument 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 }

Donation Deed Without Warranty

Authorizing Ordinance:	
Grantor:	Union Pacific Railroad Company, a Delaware corporation
Grantor's Address:	Union Pacific Railroad Company, Real Estate Department, 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179
Grantee:	City of San Antonio, a Texas municipal corporation
Grantee's Address:	City Of San Antonio, P.O. Box 839966, San Antonio, Bexar County, Texas 78283-3966
Consideration:	Donation
Property:	The real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas more particularly described on **Exhibit A,** which is incorporated herein by reference for all purposes.

Grantor, for the Consideration, Grants, Sells, Bargains, and Conveys the Property to Grantee, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Have and To Hold unto Grantee and Grantee's successors and assigns forever.

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto.

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

Grantor:

Union Pacific Railroad Company

_____
(Signed)

_____
(Printed Name)

_____
(Representative Capacity)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

After Recording, Return To:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
(Bexar County)

Exhibit A to Donation Deed Without Warranty

Field notes for a tract of land containing 14,141.30 square feet (0.325 Ac.) being Lot 2 and a portion of Lot 7, Block 18, N.C.B. 525, City of San Antonio, Texas, being the same Lot 2 as that conveyed to the Galveston, Harrisburg & San Antonio Railway Company by Deed dated January 14, 1910 and recorded in Volume 337, Page 175 of the Deed Records of Bexar County, Texas and a Portion of Lot 7 as conveyed to the Galveston, Harrisburg & San Antonio Railway Company by Deed dated April 16, 1910 and recorded in Volume 339, Page 74 of the Deed Records of Bexar County, Texas, said tract also having a designation of Tax Account No. 00525-018-0020 in the records of the Bexar Appraisal District of Bexar County, Texas and being more particularly described by metes and bounds as surveyed as follows:

BEGINNING: at a "P-K" nail set in concrete at the point of intersection of the north right-of-way line of Hayes Street and the west right-of-way line of Chestnut Street, said point also being the southeast corner of Lot 7, Block 18, N.C.B. 525;

THENCE: N 89°49'02" W with the north right-of-way line of Hays Street and the south boundary line of Lot 7, Block 18, N.C.B. 525 a distance of 120.80 feet to a ½" iron pin set in the ground for the southwest corner of Lot 7, Block 18, N.C.B. 525, said point also being the southeast corner of Lot 1, Block 18, N.C.B. 525 for the southwest corner of this tract;

THENCE: N 32°53'58" E with the west boundary line of Lot 7, Block 18, N.C.B. 525 and the east boundary line of Lot 1, Block 18, N.C.B. 525 a distance of 22.63 feet to a ½" iron pin set in the ground at the northeast corner of Lot 1, Block 18, N.C.B. 525 for a corner of this tract;

THENCE: N 57°08'02" W with the northeast boundary line of Lot 1, Block 18, N.C.B. 525 and the southwest boundary line of Lot 7 and the southwest boundary line of Lot 2, Block 18, N.C.B. 525 distance of 160.36 feet to an "X" chiseled in concrete along the southeast right-of-way line of Austin Street, said point also being the northwest corner of Lot 2, Block 18, N.C.B. 525 for the westernmost corner of this tract;

THENCE: N 32°53'58" E with the southeast right-of-way line of Austin Street and the northwest boundary line of Lot 2, Block 18, N.C.B. 525 a distance of 55.56 feet to a "P-K" nail set in concrete at the northernmost corner of Lot 2, Block 18, N.C.B. 525, said point also being the westernmost corner of Lot 11, Block 18, N.C.B. 525, Actkinson Subdivision as recorded in Volume 9505, Page 199 of the Deed and Plat Records of Bexar County, Texas for the northernmost corner of this tract;

THENCE: S 57°08'02" E with the northeast boundary line of Lot 2 and the southwest boundary line of Lot 11, Block 18, N.C.B. 525 a distance of 155.35 feet to a ½ iron pin set in the ground at the southernmost corner of Lot 11, Block 18, N.C.B. 525 for an angle point of this tract;

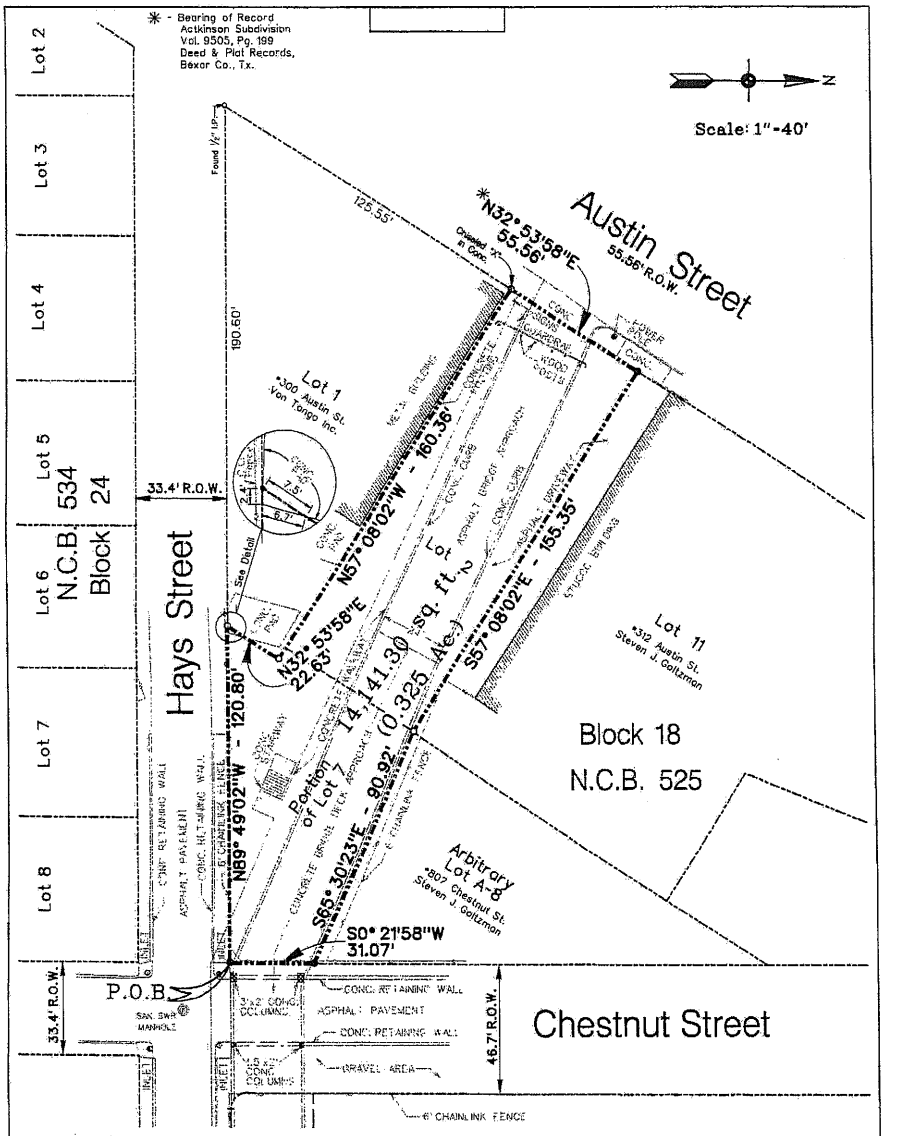
THENCE: S 65°30'23" E crossing Lot 7, Block 18, N.C.B. 525 a distance of 90.92 feet to a "P-K" nail set in concrete along the west right-of-way line of Chestnut Street, said point also being along the east boundary line of Lot 7, Block 18, N.C.B. 525 for the northeast corner of this tract;

THENCE: S 0°21'58" W with the west right-of-way line of Chestnut Street and the east boundary line of Lot 7, Block 18, N.C.B. 525 a distance of 31.07 feet to the POINT OF BEGINNING for this tract of land containing 14,141.30 square feet (0.325 Ac.), more or less.

8/9/07

STATE OF TEXAS
REGISTERED
RAFI R. HOSSEINI
5174
PROFESSIONAL
LAND SURVEYOR

Raf Hosseini



o - Indicates 1/2" Iron Pin Set w/Orange Plastic Cap Marked "CDSA"

● - Indicates "P-K" Nail Set in Conc.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS OR EASEMENTS EXCEPT AS SHOWN.

THIS 27TH DAY OF AUGUST, 2007.

RAZI S. HOSSEINI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5174

SURVEY OF:

A TRACT OF LAND CONTAINING 14,141.30 SQ. FT. (0.325 AC.) BEING LOT 2 AND A PORTION OF LOT 7, BLOCK 18, N.C.B. 525, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

CITY OF SAN ANTONIO
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
DATE: AUG. 3, 2007
SURVEYOR: N.DEL VALLE, BK-43

Exhibit C

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument 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)

DONATION QUITCLAIM DEED

Authorizing Ordinance:	
Grantor:	Union Pacific Railroad Company, a Delaware corporation
Grantor's Mailing Address:	Union Pacific Railroad Company, Real Estate Department, 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179
Grantee:	City of San Antonio, a Texas municipal corporation
Grantee's Mailing Address:	City of San Antonio, P.O. Box 839966, San Antonio, Bexar County, Texas 78283-3966
Consideration:	Donation
Property:	
The Property consists of interests in real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, described in Exhibits ___, which are incorporated herein by reference for all purposes.	

Grantor, as a donation, Releases and Quitclaims all its right, title, and interest in the Property to Grantee, together with all and singular, the rights and appurtenances thereto in anywise belonging, and all improvements, structures and fixtures located thereon.

To have and to hold unto Grantee and Grantee's successors and assigns forever, without any express or implied warranty whatsoever, including but not limited to, warranties of title, condition, or character.

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.

Witness my hand, this _____ day of _____, 2007.

Union Pacific Railroad Company

_____
(Signed)

_____
(Printed Name)

_____
(Representative Capacity)

Approved as to Form:

_____
City Attorney

k

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 2007, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, _____ and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

(SEAL)

Exhibit D

BILL OF DONATION

Authorizing Ordinance:	
Donor:	Union Pacific Railroad Company, a Delaware corporation
Donor's Mailing Address:	Union Pacific Railroad Company, Real Estate Department, 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179
Donee:	City of San Antonio, a Texas municipal corporation
Donee's Mailing Address:	City of San Antonio, P.O. Box 839966, San Antonio, Bexar County, Texas 78283-3966
Consideration:	Donation
Property:	Physical structure of the Hayes Street Bridge (the "Bridge"), which extends over Union Pacific tracks along the Hayes Street right of way in San Antonio, Bexar County, Texas, as portrayed on **Exhibit A**.

By execution of this instrument, Donor donates and transfers to Donee all of Donor's right, title and interest in the Bridge. **This transfer is as-is, where-is and without warranty of title, character, condition, merchantability, or fitness for any intended purpose.**

Date:_____

UNION PACIFIC RAILROAD COMPANY

By_____
Its: _____

Exhibit E

Field notes for 422.70 square feet (0.0097 Ac.) being out of the Walnut Street Right-of-Way adjacent to N.C.B. 526 and being more particularly described by metes and bounds as surveyed as follows:

BEGINNING: at the southwest corner of this easement, said point bearing S 0°21'58" W – 6.85 feet from the point of intersection of the north right-of-way line of Hays Street and the west right-of-way line of Walnut Street also being the southeast corner of Lot 18, Block 17, N.C.B. 526, Olson Subdivision recorded in Volume 9507, Page 43 of the Deed and Plat Records of Bexar County, Texas;

THENCE: N 0°21'58" E with the west right-of-way line of Walnut Street and the east boundary line of Lot 18, Block 17, N.C.B. 526 a distance of 41.99 feet to a point for the northwest corner of this easement;

THENCE: S 88°08'24" E, departing from the west right-of-way line of Walnut Street a distance of 10.62 feet to a point within the Walnut Street right-of-way for the northeast corner of this easement;

THENCE: S 1°51'36" W a distance of 41.97 feet to a point within the Walnut Street right-of-way for the southeast corner of this easement;

THENCE: N 88°08'24" W a distance of 9.52 feet to a point along the west right-of-way line of Walnut Street and the POINT OF BEGINNING for this easement containing 422.70 square feet (0.0097 Ac.), more or less.

8/20/07

Page 1 of 1

Exhibit F

USE, MAINTENANCE, REPAIR, AND REPLACEMENT AGREEMENT RE HAYS STREET BRIDGE

This Agreement Re Hays Street Bridge ("Agreement") is entered into between Union Pacific Railroad Company ("UP") and the City of San Antonio ("City") as of the date of the last of the signatures at the end hereof.

Predicate Facts

Pursuant to Bridge Donation Agreement authorized by the same Authorizing Ordinance as this Agreement, (1) UP, by various other instruments also authorized by the same ordinance, donated to City UP's interest in the bridge known as the Hays Street Bridge (the "Bridge") and including the footing located on UP's railroad corridor (the "Footing"), together with certain related property interests, and (2) UP agreed to grant to City the right to use, maintain and repair the Footing.

The parties desire to enter into this Agreement to provide for the grant of rights by UP to City with respect to the Footing, and to set forth the terms and conditions governing City's use, restoration, maintenance, repair and operation of the Bridge including the Footing.

Rights and Obligations

NOW, THEREFORE, in consideration of the premises, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Grant of Rights Re Footing.
UP grants to City the perpetual, unrevocable right to use, maintain, repair, and replace in its present location the Footing located in UP's rail corridor as shown on **Exhibit A,** attached and hereby made a part hereof, subject, however, to rights of others in and to the UP railroad corridor upon which the Footing is located.

2. Non-Interference with UP's Railroad Corridor.
The safe and continuous operation of UP's railroad corridor is of paramount importance. City will assure that the Bridge will be restored, maintained, repaired and operated in compliance with all applicable laws and in such manner as will not interfere with the safe and continuous (except to the limited extent that interference with continuous operations is allowed under Paragraph 3 below) operation of UP's railroad corridor or the safety of persons or property on the UP rail corridor. As a part of that obligation, City will maintain, repair, and operate the Bridge in such manner that the existing clearance of the Bridge over the UP railroad corridor is not reduced, that the Bridge will not collapse on UP's railroad corridor, and that persons,

material, or debris will not fall or be thrown from the Bridge onto UP's railroad corridor (which may be accomplished by decorative screening of the portion of the Bridge over UP's railroad corridor). If City abandons the maintenance, repair, and operation of the Bridge, then, subject to applicable laws relating to historic structures, City shall remove the Bridge.

3. Notice, Scheduling, and Protective Measures.
City shall give UP at least thirty days' prior written notice of any bridge-related activities over the rail corridor, including, without limitation, activities such as restoration, repair, or maintenance, or that require entry on UP's railroad corridor in connection with the maintenance or repair of the Footing. In emergencies, City shall give UP as much notice as reasonably possible and to the emergency contact person designated by UP. City shall schedule the activity in question so as to cause the least disruption to continuous rail operations as reasonably possible. To the extent reasonably possible, City shall avoid performing bridge-related activities over the rail corridor that could pose a risk of the Bridge or other objects falling on the rail corridor. City will comply with and be responsible for the cost of any protective measures reasonably deemed necessary by UP, such as flaggers.

4. Entry on UP's Railroad Corridor.
City will have no right to enter upon the surface of UP's railroad corridor or below a plane 10 feet below the bottom of the Bridge's now existing decking, except pursuant to UP's then current standards for granting rights of entry.

5. City's Contractors.
In restoring, repairing, and maintaining the Bridge, City will require its contractors to meet the same insurance and safety requirements it imposes on contractors for similar work on behalf of the City.

6. Miscellaneous.

6.01. Applicable Law.
THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS, REMEDIES, AND OBLIGATIONS ARISING THEREUNDER ARE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. But the Texas conflicts of law rules must not be used to cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas. Venue for all disputes arising under this agreement is in Bexar County, Texas.

6.02. Severability.
If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

6.03. Successors.

This Agreement inures to the benefit of and is binding on the representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

6.04. Integration.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

6.05. Modification.

This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver, express or implied, affects the right of the waiving party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

6.06. Third Party Beneficiaries.

This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. It has no third party beneficiaries.

6.07. Notices.

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. Notice is complete three days after 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. At the time of signing this Agreement addresses for notice are:

Union Pacific Railroad Company
Real Estate Department
Assistant Vice President
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

With a copy to:
Assistant General Counsel
Union Pacific Railroad Company
Law Department
1400 Douglas Street, MS 1580
Omaha, Nebraska 68179

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283

With a copy to:
City Attorney
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283

6.08. Pronouns.
In construing this Agreement, plural constructions include the singular, and singular constructions include the plural. No significance shall be attached to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Agreement, not to any particular provision of it.

6.09. Captions.
Paragraph captions in this Agreement are for ease of reference only and do not affect the interpretation hereof.

6.10. Counterparts.
This Agreement 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 agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

7. Dispute Resolution.
As a condition precedent to bringing any suit to enforce or interpret this Agreement or any aspect thereof, including an action for declaratory relief, the disputants must first submit in good faith to mediation by a mediator qualified under § 154.052, Texas Civil Practice and Remedies Code. Suit may be filed only after the sooner to occur of (i) a full day of mediation by a mediator qualified as provided above or (ii) certification by the mediator that further attempts to mediate would be fruitless. Limitations, laches, waiver and estoppel based upon any reasonable delay relating to attempts to mediate as herein provided may not be asserted by either party hereto.

8. Prohibited Interests in Contracts.

8.01. Applicable Charter Provisions.
The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

(i) a City officer or employee;

(ii) his parent, child or spouse;

(iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;

(iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

8.02. UP Warranty.
UP warrants and certifies as follows:

(i) UP and its officers are neither officers nor employees of the City.

(ii) UP has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

8.03. Reasonable Reliance.
UP acknowledges that City's reliance on the above warranties and certifications is reasonable.

9. Public Information.
UP acknowledges that this agreement is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

IN WITNESS WHEREOF, the parties have hereunto caused their representatives to set their hands.

City of San Antonio	**Union Pacific Railroad Company**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Representative Capacity)	(Representative Capacity)
_____	_____
(Date)	(Date)

Attest:

_____
City Clerk

Approved as to Form:

_____

City Attorney

Authorizing Ordinance:_____

Exhibit A to Exhibit F

Field notes for 422.70 square feet (0.0097 Ac.) being out of the Walnut Street Right-of-Way adjacent to N.C.B. 526 and being more particularly described by metes and bounds as surveyed as follows:

BEGINNING: at the southwest corner of this easement, said point bearing S 0°21'58" W – 6.85 feet from the point of intersection of the north right-of-way line of Hays Street and the west right-of-way line of Walnut Street also being the southeast corner of Lot 18, Block 17, N.C.B. 526, Olson Subdivision recorded in Volume 9507, Page 43 of the Deed and Plat Records of Bexar County, Texas;

THENCE: N 0°21'58" E with the west right-of-way line of Walnut Street and the east boundary line of Lot 18, Block 17, N.C.B. 526 a distance of 41.99 feet to a point for the northwest corner of this easement;

THENCE: S 88°08'24" E, departing from the west right-of-way line of Walnut Street a distance of 10.62 feet to a point within the Walnut Street right-of-way for the northeast corner of this easement;

THENCE: S 1°51'36" W a distance of 41.97 feet to a point within the Walnut Street right-of-way for the southeast corner of this easement;

THENCE: N 88°08'24" W a distance of 9.52 feet to a point along the west right-of-way line of Walnut Street and the POINT OF BEGINNING for this easement containing 422.70 square feet (0.0097 Ac.), more or less.

8/20/07

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