

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF 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.

UNDERGROUND RIGHT-OF-WAY EASEMENT

NORTH EAST INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas (collectively, "**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, AND CONVEYED, and by these presents, does GRANT, SELL, AND CONVEY unto and MORGAN'S INCLUSION INITIATIVE, a Texas non-profit corporation ("**Grantee**") a non-exclusive easement (the "**Underground Right-of-Way Easement**") for the sole purpose of constructing, installing, maintaining, replacing, removing, modifying and operating an underground tunnel and tram system for the transportation of guests, including the related underground facilities and appurtenances necessary for such tunnel and tram system (collectively, the "**Improvements**") under that certain portion of Grantor's property more particularly described by metes and bounds and depicted on **Exhibit A** attached hereto and incorporated herein (the "**Easement Tract**").

Grantee may construct, install, maintain, repair, relocate, replace, remove, modify and operate the Improvements in and on the Easement Tract, and may enter under the Easement Tract to engage in all activities as may be necessary in connection therewith. Prior to commencing boring of the tunnel or construction of any Improvements, Grantee shall provide Grantor with reasonably detailed plans and specifications for the Improvements identifying tunnel alignment, horizontal and vertical dimensions, depth and elevation, construction materials and methodology, anticipated construction schedule, measures intended to protect the Grantor Property (including from noise, vibration, and subsidence), and such other information as Grantor may request. Grantee shall design and construct the Improvements in a good and workmanlike manner, in accordance with the plans and specifications approved by Grantor, in accordance with applicable laws, regulations, statutes and ordinances, in accordance with all applicable governmental permits and approvals. Within thirty (30) days after the completion of construction and/or performance of any work by Grantee, Grantee agrees, at its sole cost and expense, to restore the Easement Tract to at least the same, if not better, condition as existed immediately prior to any such construction or performance of activities, including, without limitation, (i) removing all rock, gravel, caliche, or other materials foreign to the natural condition of the Easement Tract that arise as a result of Grantee's activities, (ii) cleaning the area so that all objects, materials, and/or structures foreign to the natural condition of the property are removed and eliminated, (iii) restoring all fences to at least the same, or better, condition as they were prior to Grantee's activities, and (iv) repairing or replacing in good and

workmanlike manner any underground or surface matters of any kind (e.g. pipelines, improvements, utilities) that become in need of repair and/or are damaged based on this easement.

Grantor expressly reserves the right to fully use and enjoy the Easement Tract for any and all purposes, including, without limitation, (a) granting other easements and/or rights-of-way over, under, through and across the Easement Tract and/or (b) constructing, maintaining, repairing and operating other pipelines, fences, roads, streets, alleys, sidewalks, underground communication conduits, electric transmission and distribution lines, telephone lines, gas, water, drainage and sewer pipelines, and other utilities, over, under, through, and across the Easement Tract.

Grantee understands and agrees that the Easement Tract shall not be used for staging or storage of materials. Furthermore, at all times during the term of this easement, Grantee shall not interfere with the use and operation of the Easement Tract by the Grantor, or such party's occupants, invitees, permittees, tenants, successors and/or assigns. Grantee understands and agrees that no barriers, impediments, or obstructions of any kind shall be erected, built, or placed on or under the Easement Tract. During construction activities, Grantee, at its sole cost and expense, shall keep the Easement Tract in a neat and clean condition, free and clear of trash, rubbish, loose dirt and construction materials.

Grantee shall maintain and cause the general contractor, subcontractors, agents, and any other third party working on behalf of or for the benefit for any of the foregoing parties to maintain customary liability and property damage insurance protecting Grantor from the risk involved in connection therewith with limits that are customary for such work (but in no event less than \$2,000,000.00 per occurrence), and cause Grantor to be added as an additional insured on any such insurance policies. Prior to any access on the Easement Tract, Grantee shall provide legally sufficient evidence that the insurance required herein is in full force and effect.

Grantee must construct and maintain the Improvements to a sufficient depth so it will not interfere with any of the Grantor's activities on, under, across and over the Easement Tract.

If either party fails to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed, with such failure continuing for fifteen (15) days after such party receives written notice of same, then the non-defaulting party will be entitled to: (a) take reasonable actions to cure the default; (b) recover from the defaulting party the actual out-of-pocket costs and expenses incurred in curing the default, including, but not limited to, actual attorney's fees, court costs, deposition costs, travel and expert witnesses' fees; and/or (c) pursue any other applicable remedies under law, equity, contract, statute or otherwise. This easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance with the conditions and requirements detailed herein. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. The failure of (or delay in taking any action by) any person entitled to enforce any of the terms of this easement to enforce the same will in no event be deemed a waiver of the right to enforce these terms and conditions thereafter or consent to such default by said person. All rights, privileges and remedies afforded to any party under this agreement will be deemed

cumulative and not exclusive, with the exercise of any remedy not being deemed to be a waiver of any other right, remedy, or privilege provided for herein or available at law, equity, contract, statute or otherwise, including the right to recover damages except termination of this easement is not allowed except if both Grantee and Grantor consent. All sums due to any party hereunder shall bear interest at the maximum lawful rate of interest, compounded annually, from the date after the applicable cure period for remedying such default has expired without the default being cured until paid.

Furthermore, Grantee acknowledges, stipulates and agrees that, to the fullest extent permitted by applicable law, (i) its obligations under this agreement are contractual in nature, (ii) it fully, completely and generally forever waives, releases, disclaims and acquits any defenses to Grantee's exercise of its rights and remedies for Grantee's failure to comply with its obligations hereunder, including, without limitation, any immunity defense and/or Grantor's right to file suit against Grantee to enforce the same and mandatorily collecting any and all fees, costs, and expenses Grantor incurs (including, but not limited to, court costs, expert fees and attorney's fees) attributable to its enforcement of its rights hereunder, (iii) it further fully, completely and generally forever waives, releases and discharges Grantor and, without limitation, its board, trustees, employees, beneficiaries, agents, contractors, attorneys and representatives, and their respective successors and assigns (collectively, the "**Grantor Parties**"), from any and all claims, liabilities, damages, losses, costs and expenses of whatever kind, known or unknown, suspected or unsuspected, latent or patent, whether or not discoverable or foreseeable by Grantee, now or hereafter existing or discovered, arising out of or relating to the physical or environmental condition of the Easement Tract, any latent or patent defects concerning same, or any actual or alleged violations of law concerning same, including, without limitation, any claim or action regarding hazardous or toxic materials or the seismic, geological, physical or structural condition of the Easement Tract; and (iv) it further agrees to exonerate, protect, indemnify, defend and hold Grantor and the other Grantor Parties harmless from and against any and all claims, actions, demands, liabilities, suits, causes of action, damages, costs or expenses (including, without limitation, reasonable attorneys' fees, court costs, and disbursements) attributable to the following: (a) any use of the Right of Way Easement by Grantee or Grantee's employees, owners, members, managers, agents, contractors, representatives, licensees, concessionaires, invitees, guests and/or any third party acting on behalf of or for the benefit of any of the foregoing parties (collectively, the "**Grantee Parties**"), (b) any breach or default of this Right of Way Easement by Grantee or another Grantee Party, (c) the negligence, acts and/or omissions by Grantee or another Grantee Party, and/or (d) any peril or perils (including negligence) enumerated in each insurance policy required to be maintained by Grantee hereunder, regardless of cause.

This conveyance is further made subject to (i) any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Bexar County, Texas, (ii) those matters that would be reflected on a survey, and (iii) all regulations, restrictions, laws, statutes, ordinances, obligations or other matters that affect Grantor's property and are imposed by or exist by reason of any regulatory, governmental or quasi-governmental districts, entities, agencies, authorities or other bodies of any kind or nature (the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD, subject to the matters set forth herein and the Permitted Encumbrances, the easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the easement and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject to the matters set forth herein and the Permitted Encumbrances.

The easement granted by this agreement may not be terminated except, if Grantee fails to actually use the Easement (either for the initial installation of said Improvement or the operation of Improvements) for a continuous period of more than two (2) year, excepting any period of delay resulting from force majeure. Upon termination or abandonment of this Easement, Grantee shall, within one hundred-eighty (180) days following the date of termination, Promptly following the termination of this Easement as to all rights granted in this Agreement, Grantee shall promptly record in the appropriate records of Bexar County, Texas, at Grantee's sole cost and expense, a written release of this Easement, and all rights granted hereunder executed by Grantee and all other parties claiming any interest in the Easement. All obligations of Grantee under this Agreement shall survive such termination.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

Any notice to be given or to be served upon any party hereto in connection with this agreement will be in writing, and will be given by (a) facsimile transmission and shall be deemed to have been given and received on the date sent with confirmation of transmission if sent during the normal business hours of the recipient on a business day and if sent at other times than such transmission shall be deemed received on the next succeeding business day, (b) certified or registered mail and shall be deemed to have been given and received four (4) business days following the date a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mails; or (c) if given otherwise such as overnight courier, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following address:

North East Independent School District
Chief Operations Officer
8961 Tesoro Drive, Suite 602
San Antonio, Texas 78217

Morgan's Inclusion Initiative
5210 Thousand Oaks Drive, Suite 1318
San Antonio, Texas 78233

The individuals signing this instrument on behalf of Grantor represent that he/she has the requisite authority to bind Grantor.

Time is of the essence in the parties' performance of all obligations and requirements under this easement. This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws' principles.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

[Signatures on following pages.]

EXECUTED on October 19, 2026.

GRANTOR:

**NORTH EAST INDEPENDENT SCHOOL
DISTRICT**, a political subdivision of the
State of Texas

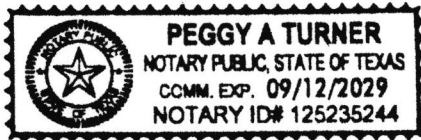


[Name, Title]

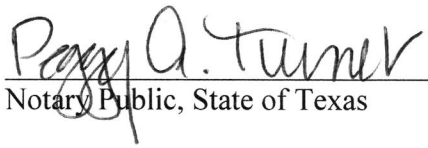
THE STATE OF TEXAS)

COUNTY OF Bexar)

This instrument was acknowledged before me on October 19, 2026, by
David Beyer, on behalf of said entity.



(SEAL)



Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgement below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

MORGAN'S INCLUSION INITIATIVE
a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF BEXAR §

 This instrument was acknowledged before me on this _____ day of _____,
by _____, the _____ of Morgan's Inclusion Initiative, a Texas
nonprofit corporation, on behalf of said corporation.

Notary Public of the State of Texas

Easement Tract

