

**DONATION/MAINTENANCE AGREEMENT, PEDESTRIAN EASEMENT
AND TEMPORARY RIGHT OF ENTRY FOR CONSTRUCTION**

Effective Date: _____, 2014

City: City of San Antonio

City's Mailing Address: Center City Development Office
P.O. Box 839966
San Antonio, Texas 78283

CRP-GREP: CRP-GREP Elan Riverwalk Owner, L.P.

CRP-GREP's Mailing Address:

Background: CRP-GREP Elan Riverwalk Owner, L.P. ("CRP") is constructing a residential/commercial project ("Project") located at 633 S. St. Mary's Street ("CRP Property"). Immediately west of the CRP Property is City of San Antonio River Walk property ("River Property"), which includes green space and an exposed aggregate concrete sidewalk. CRP has proposed installing new landscaping, staircases, patio spaces and flower beds on the River Property. The Historic and Design Review Commission of the City of San Antonio has approved the placement and the design of the proposed new landscaping, staircases, patio spaces and flower beds on the City of San Antonio River Walk property in Case # 2013-126. This Agreement will (1) grant CRP authority, subject to certain conditions, to enter onto City's property, described as the "Licensed Area" below, for the installation of new landscaping, staircases, patio spaces, flower beds, and supporting infrastructure on the City of San Antonio River Walk property (collectively the "Landscaping Improvements") while leaving the existing River Walk sidewalk unchanged, (2) grant to the City the right to allow the public 24/7 pedestrian access to the newly constructed walkway on the CRP Property connecting the Cesar Chavez Blvd. sidewalk to the River Walk sidewalk, (3) transfer ownership of the Landscape Improvements to City upon completion of construction, and (4) require CRP to maintain the Landscape Improvements on the City of San Antonio River Walk property.

Consideration: CRP's desire to make a gift to the public of Landscape Improvements, and CRP's desire to maintain those Landscape Improvements as long as they remain in place.

Licensed Area: The area depicted on Exhibit A.

Right of Entry: City, subject to the terms and conditions contained herein, hereby grants to CRP the right to enter into and occupy the Licensed Area for purposes set forth in this agreement.

Pedestrian Access Easement:

CRP hereby grants to the City the right to utilize, and to allow all members of the public to utilize, each on a non-exclusive basis, the sidewalk to be constructed as part of the Project for pedestrian access to the River Walk sidewalk to and from the north side sidewalk of Cesar Chavez Blvd. CRP

shall be allowed to modify and reconstruct the design of the sidewalk on the CRP Property provided that the replacement sidewalk path continues to be convenient to the public for access to the River Walk and acceptable to the City's Disability Access Office. Any temporary closures lasting longer than 24 hours shall require prior written approval of City. During any temporary closure, CRP shall place appropriate directional signage to indicate closure and identify nearest alternate route that is handicapped accessible. CRP shall revise signage if requested to do so by City.

Purpose of the Right of Entry and Rights of CRP: CRP shall have the right to temporarily occupy the Licensed Area for the purpose of (1) completion of the Project and Landscape Improvements, and (2) for the continued maintenance of the Licensed Area and for no other purpose.

Term: Subject to delays caused by force majeure, CRP shall complete the Landscape Improvements within six months of CRP commencing work on the Landscape Improvements (subject to force majeure delays). CRP's commitment to maintain the Landscape Improvements and the City's right to cross CRP's property shall continue for so long as the Landscape Improvements are maintained and remains in their installed location.

Permits and Inspections: CRP shall obtain all necessary governmental permits and inspections required for the Landscape Improvements, including without limitation from the Department of Development Services of the City of San Antonio.

Compliance with laws: CRP shall comply with all applicable federal, state and local laws in connection with the Landscape Improvements.

Condition of Licensed Area: CRP shall promptly repair any damage to the Licensed Area caused by CRP actions performing the Project or Landscape Improvements or while performing its ongoing maintenance obligations of the Licensed Area required by this agreement. Such repairs shall include replacement of damaged landscaping and shall be done to the satisfaction of City.

Indemnity: CRP AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM ANY AND ALL CLAIMS IN ANY WAY ARISING FROM CRP'S CONSTRUCTION OR MAINTENANCE OF THE LANDSCAPE IMPROVEMENTS, INCLUDING FOR CLAIMS BASED ON THE NEGLIGENCE OF CITY, BUT IN NO EVENT FOR ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTIONS OF THE CITY OR ITS AGENTS OR EMPLOYEES.

Insurance: CRP and CRP's contractors shall carry adequate levels of insurance for CRP's and CRP's contractor's activities on the Licensed Area. CRP shall have its insurance agents, or its contractor's insurance agents, issue certificates of insurance listing City as an additional insured under such policies and shall have any changes made to such policies as may be reasonably requested by City's Risk Manager. City shall have full authority to restrict CRP's access to the Licensed Area until such insurance certificates have been delivered, reviewed and approved by City.

Certifications and Warranties: Effective upon completion of the Project including final governmental inspections, and final acceptance of the Landscape Improvements by City, CRP hereby assign (to the extent permissible under any applicable agreements) to City all warranties and

certifications obtained by CRP from any and all contractors, subcontractors, engineers or other design consultants involved in the Landscape Improvements.

Ownership of the Landscape Improvements: Upon completion of the Project and Landscape Improvements, including final governmental inspections, and final acceptance of the Landscape Improvements by City, City shall become the owner of the Landscape Improvements.

Executed and agreed to by the following:

City of San Antonio

By:

Title:

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the _____ day of _____, 2014, by
_____, Assistant City Manager of THE CITY OF SAN ANTONIO, a Texas
municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

CRP-GREP Elan Riverwalk Owner, L.P.,
a Delaware limited partnership

By: CRP-GREP Elan Riverwalk GP, L.L.C.,
a Delaware limited liability company,
its General Partner

By: CRP-GREP Elan Riverwalk, L.L.C.,
a Delaware limited liability company,
its Manager

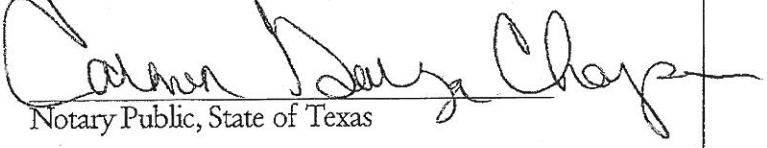
By: GS Riverwalk Holdings, L.L.C.,
a Delaware limited liability company,
its Developer Member

By: 
Name: Nicholas Whittaker
Title: Director
Date: 8/14/14

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 11 day of August, 2014, by
Nic Whittaker Director of GS Riverwalk Holdings, L.L.C., as Developer
Member of CRP-GREP Elan Riverwalk, L.L.C., as Manager of CRP-GREP Elan Riverwalk GP, L.L.C., as
General Partner of CRP-GREP Elan Riverwalk Owner, L.P., on behalf of said entity.


CARMEN GARZA CHAPA
Notary Public, State of Texas

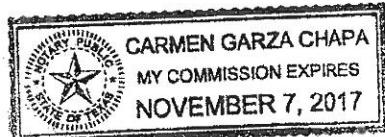
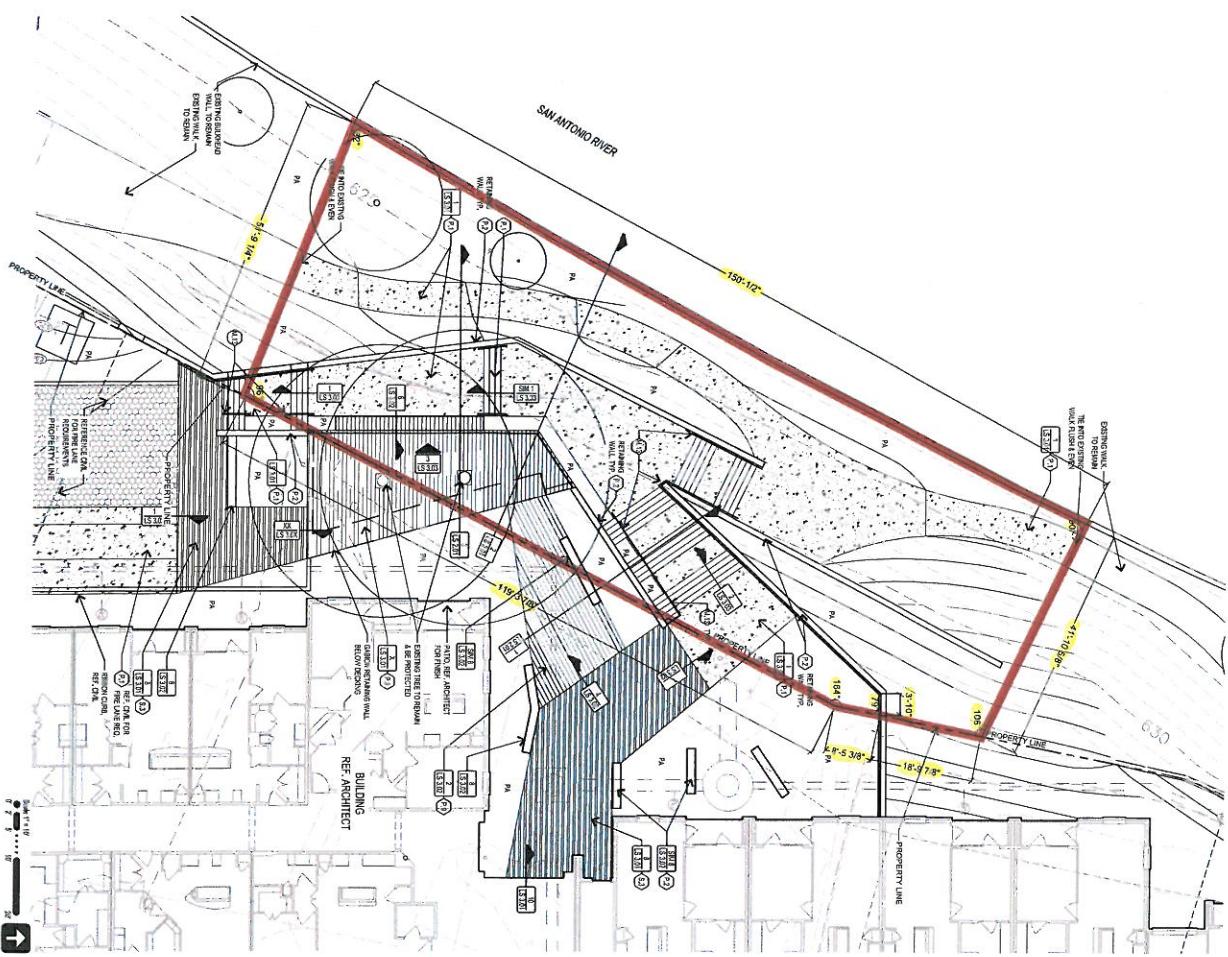


EXHIBIT A



Project:
St. Mary's Street
Apartments

daniel woodruffe grain

111

111

145

1

10

240

10

111

LS 1.02