# **MASTER AGREEMENT**

#### HEMISFAIR DEVELOPMENT

THIS MASTER AGREEMENT (this "Agreement") is executed by and between the CITY OF SAN ANTONIO, a Texas home rule municipality ("City"), HEMISFAIR PARK PUBLIC FACILITIES CORPORATION, a Texas non-profit public facilities corporation ("Landlord"), and HEMISFAIR PARK AREA REDEVELOPMENT CORPORATION, a Texas non-profit local government corporation ("Tenant") (City, Landlord and Tenant sometimes referred to herein each as a "Party" and collectively as the "Parties") to be effective <a href="December 1992">December 1992</a>, 2014 (the "Effective Date").

#### RECITALS

- A. Landlord was incorporated under the "Public Facility Corporation Act," codified as Chapter 303, Texas Local Government Code, as amended ("Act"), with the approval of City. Landlord was established to assist City in financing, refinancing or providing "public facilities" (as defined in the Act) and other facilities directly related thereto, as requested by City, relating to the renovation, expansion, redevelopment, construction, acquisition, conveyance and leasing of land that was formerly a part of HemisFair, a world exposition recognized by the Bureau International des Expositions ("Hemisfair"), and to serve as a land bank of the type described in § 379C.014 of the Act, as amended.
- B. Established in 2009 by City to manage and oversee the redevelopment and management of Hemisfair, Tenant formulated that certain Hemisfair Park Area Master Plan approved by City as set forth in Ordinance No. 2012-02-09-0084, duly adopted by the City Council of City ("City Council") on February 9, 2012 (the "Master Plan").
- C. By the following described instruments, each dated December 18, 2013, City did transfer and convey to Landlord the following described tract of land (collectively, the "*Landlord Property*"), comprising 14.1504acres, more or less, situated in Hemisfair and depicted on the site plan attached hereto as Exhibit "A":
  - Deed Without Warranty conveying Tract 1 of 1.484 acres, more or less, of record in Book 16485, Page 42, Official Public Records of Real Property of Bexar County, Texas ("Tract 1");
  - (2) Deed Without Warranty conveying Tract 2 of 3.360 acres, more or less, of record in Book 16485, Page 50, Official Public Records of Real Property of Bexar County, Texas, out of which is excluded from the definition of Landlord Property hereunder that certain 9,392 square foot tract of land more particularly described on Exhibit "A-1" attached hereto ("*Tract 2*");

- (3) Deed Without Warranty conveying Tract 3 of 1.349 acres, more or less, of record in Book 16485, Page 61, Official Public Records of Real Property of Bexar County, Texas ("*Tract 3*");
- (4) Deed Without Warranty conveying Tract 4 of 1.128 acres, more or less, of record in Book 16485, Page 69, Official Public Records of Real Property of Bexar County, Texas ("*Tract 4*");
- (5) Deed Without Warranty conveying Tract 5 of 4.671 acres, more or less, of record in Book 16485, Page 77, Official Public Records of Real Property of Bexar County, Texas ("*Tract 5*");
- (6) Deed Without Warranty conveying Tract 6 of 2.362 acres, more or less, of record in Book 16485, Page 87, Official Public Records of Real Property of Bexar County, Texas ("*Tract 6*"); and
- (7) Deed Without Warranty conveying Tract 7 of 0.012 acre, more or less, of record in Book 16485, Page 95, Official Public Records of Real Property of Bexar County, Texas ("*Tract 7*").
- D. City reserved from each conveyance of the Landlord Property the right to use, occupy, enjoy, improve and remove any improvements on the Landlord Property (the "*Reserved Rights*") until such Reserved Rights are abandoned by City by written notice to Landlord.
- E. Pursuant to that certain Master Lease Agreement of even date herewith (the "Master Lease"), Landlord has leased to Tenant the Landlord Property to be developed, improved, occupied and used in accordance with the terms, conditions and provisions of the Master Lease.
- F. Subject to Declaration of Restrictive Covenants dated effected November 7, 2013, recorded in Volume 16425, Page 2058 of the Bexar County Real Property Records (the "Hotel Restriction"), which sets forth certain limitations on hotel development as therein provided, the Master Plan contemplates the development of portions of the Landlord Property for the following mix of uses: office buildings, retail, up to two hotels, restaurants, bars, condominium residential units, multi-family residential rental units, structured parking garages, related infrastructure improvements and other uses as therein set forth.
- G. Pursuant to Ordinance 2013-12-05-0833, passed and approved on December 5, 2013, and pursuant to that certain Dedication Deed recorded in Book 16485, Page 22, Official Public Records of Real Property of Bexar County, Texas, City dedicated as public squares or public parkland the following tracts of land within Hemisfair, all as depicted on the site plan attached hereto as Exhibit "B" and in the aggregate comprising approximately 18.47 acres (collectively, the "Hemisfair Parkland"):
  - (1) That certain 8.926-acre tract depicted on the attached Exhibit "B" ("Park Tract 1" or the "Civic Park");

- (2) That certain 4.081-acre tract depicted on the attached Exhibit "B" ("Park Tract 2" or the "Southwest Corner Park");
- (3) That certain 1.662-acre tract depicted on the attached Exhibit "B" ("Park Tract 3");
- (4) That certain 3.165-acre tract depicted on the attached Exhibit "B" ("Park Tract 4");
- (5) That certain 0.530-acre tract depicted on the attached Exhibit "B" ("Park Tract 5" or the "Tower Tract"); and
- (6) That certain 0.104-acre tract depicted on the attached Exhibit "B" ("Park Tract 6").
- H. The Parties desire to set forth their agreements concerning the long-term development of the Landlord Property, the maintenance and operations of the Hemisfair Parkland, the utilization, improvement, preservation and use of the Existing Buildings (as hereinafter defined), naming rights for the component parts of the Hemisfair Parkland and the permissive utilization of funds generated in the future from the Landlord Property and the Hemisfair Parkland.
- I. The rights, obligations and responsibilities of Tenant under this Agreement are delegated by City and Landlord, as applicable, and may be withdrawn, in whole or in part, from time to time, and may be re-delegated to Landlord, City or other actors as may be appropriate under the circumstances, in the exercise of the sole discretion of City and Landlord, as applicable.
- J. Approval required in this Agreement by Landlord or Tenant shall be given by the Board of Directors of Landlord or Tenant, as applicable. Approval required in this Agreement by City shall be given by the City Council of City ("City Council"). Approval required in this Agreement by City Manager (or "Manager's Approval") shall be given by the written approval of the incumbent City Manager or the City Manager's designee.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and agreements contained herein, the Parties do hereby agree as follows:

# ARTICLE 1 SOLICITATION, SELECTION AND NEGOTIATION OF P3 PARTNERSHIPS

1.1 <u>Public Private Partnerships</u>. Without excluding the possibility of alternative development structures and approaches, the Parties anticipate that the Landlord Property will be developed through a series of public-private partnerships (the "*Public-Private Partnerships*") between Tenant and real estate developers (the "*Developers*"). A Public-Private Partnership may be formed in accordance with the

terms of a comprehensive development agreement (a "Comprehensive Development Agreement") between Tenant and a Developer.

- 1.2 <u>Public-Private Partnership Guidelines</u>. The process of soliciting and selecting the Developers for the Public-Private Partnerships and of negotiating preliminary and definitive Comprehensive Development Agreements with the Developers will be a collaborative effort among City, Landlord and Tenant, with Tenant having the principal responsibility for initiating, organizing and prosecuting the process and working with the appropriate City Council Committee(s). Prior to issuing any solicitation for a Public-Private Partnership, Tenant shall obtain the Manager's Approval. Upon obtaining the Manager's Approval, Tenant shall then follow the process set forth in the Public-Private Partnership Guidelines attached hereto as <u>Exhibit "C"</u>, as same may be modified from time to time ("*Hemisfair P3 Guidelines*").
- 1.3 <u>Subleases</u>. Each Public-Private Partnership, if approved, will be implemented by a long-term development sublease of a portion of the Landlord Property ("Subleased Premises"), between Tenant and the Developer, which sublease will obligate the Developer to develop the Subleased Premises in accordance with the terms of the approved Comprehensive Development Agreement in a manner consistent with and in furtherance of the Master Plan.
- 1.4 <u>Approvals</u>. Notwithstanding any provision herein to the contrary, Tenant shall not enter into any Public-Private Partnership or Comprehensive Development Agreement, and no such partnership or agreement shall be valid unless and until approved by Landlord. The long-term development subleases will be approved in accordance with the requirements of the Master Lease (each, a "*Development Sublease*"). Upon execution of this Agreement, Tenant shall develop a base form for the long-term development subleases, subject to the Manager's Approval, which will be the starting point for negotiations with the Developers concerning the Development Subleases.
- 1.5 Release of Retained Rights. In connection with each Development Sublease, City shall also release the Reserved Rights with respect to the portion of the Landlord Property covered by such Development Sublease, to the extent required under the related Public-Private Partnership and/or Comprehensive Development Agreement and subject to any rights City may want to retain in its approval of such Development Sublease (e.g., utility easement or public access rights through passageways providing access to the Hemisfair Parkland).
- 1.6 <u>Infrastructure Obligations</u>. Unless otherwise expressly approved in writing by City or Landlord, the costs of all infrastructure requirements for development of all or any part of the Landlord Property shall be the responsibility of the subject Developer undertaking such development, including alterations to existing infrastructure installations.

# ARTICLE 2 GENERAL REQUIREMENTS FOR DEVELOPMENT SUBLEASES

- 2.1 <u>Permitted Uses.</u> Each Development Sublease shall specify the uses permitted for the applicable Subleased Premises (the "*Permitted Uses*"). The Permitted Uses in each Development Sublease shall be consistent with the Master Plan and shall not permit any use that (a) violates the provisions of the Master Lease or any Laws, (b) causes waste, (c) is or creates a nuisance, or (d) sells or promotes the sale of obscene materials or involves obscene or similar disreputable activities.
- 2.2 <u>Prohibited Uses.</u> Neither Tenant nor any subtenant under a Development Sublease or Minor Sublease (hereinafter defined) shall install or permit the installation on the Landlord Property of a "wireless communication system" (as that term is defined in the Unified Development Code of the City of San Antonio as of the Effective Date or may be hereafter amended or supplemented, and including any other terminology therein having the same or similar meaning).
- 2.3 <u>Sublease Financing</u>. In order to encourage the rapid and full development of Hemisfair, the Parties intend that each Development Sublease will permit the subject Developer to obtain financing secured by its leasehold interest in the Sublease. Therefore, each Development Sublease, if requested by the Developer, will contain provisions protecting the interests of sublease mortgagees, including provisions requiring notice of defaults under a Development Sublease to be provided to the sublease mortgagee and giving such sublease mortgagee rights to cure such default as a means of protecting its collateral (collectively and without limitation, the "*Mortgagee Protection Language*"). The Mortgagee Protection Language will be negotiated between Tenant and the Developers and shall be subject to Landlord's approval. The Mortgagee Protection Language shall restrict the sublease mortgagee's use of the Developer's leasehold estate to the Permitted Use set forth in the Development Sublease.
- 2.4 Recognition Agreements. When requested by a Developer, Landlord will enter into an agreement with such Developer (a "Recognition Agreement") whereby (a) Landlord will recognize the rights of such Developer under its Development Sublease in the event the Master Lease is terminated, (b) such Developer will agree to attorn to Landlord in the event the Master Lease is terminated, and (c) the rights of any sublease mortgagee will be recognized and reasonably protected in the event the Master Lease is terminated. It is also anticipated that each Recognition Agreement will be negotiated between Landlord, Tenant and the Developer and approved contemporaneously by Landlord with the approval of the related Development Sublease in accordance with the terms of the Master Lease.
- 2.5 <u>Non-Discrimination</u>. Each Development Sublease shall include provisions prohibiting the Developers and their successors and assigns from discriminating against any person or persons because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, veteran status or disability in the development, improvement and conduct of operations on the Subleased Premises. In addition, Tenant shall not discriminate against any person or persons because of race, color, religion, national

origin, age, sex, sexual orientation, gender identity, veteran status or disability in the Tenant's performance of this Agreement.

# ARTICLE 3 IMPROVEMENT, MAINTENANCE AND OPERATIONS OF LANDLORD PROPERTY

3.1 Pre-Development Maintenance of Landlord Property. City will continue to maintain the Landlord Property until such time as (a) a Development Sublease has been executed covering a portion of the Landlord Property, whereupon City will discontinue maintenance for such Subleased Premises, or (b) City has determined that Tenant is accruing sufficient Hemisfair Revenues to assume responsibility for such maintenance obligations. In addition, City will remain solely responsible for overseeing and funding the obligations and commitments that the City now has, or hereafter incurs, for the demolition of the portion of the Henry B. Gonzalez Convention Center now located on the Civic Park and restoration of the Civic Park, to the extent of available funds for such purpose.

# 3.2 Existing Leases Affecting Landlord Property.

- 3.2.1 The following leases (collectively referred to herein as the "Existing Leases") currently affect the Landlord Property:
  - 3.2.1.1 The Lease Agreement effective as of February 10, 2010 by and between City, as landlord, and Universidad Nacional Autónoma de México, as tenant (the "*UNAM Lease*");
  - 3.2.1.2 The Lease Agreement effective as of May 8, 1997 by and between City, as landlord, and The Magik Theatre, as tenant (the "*Magik Theatre Lease*"), which is currently on a month-to-month basis.
- 3.2.2 As owner of the Landlord Property, Landlord has succeeded to City's interests as landlord under the Existing Leases.
- 3.2.3 To enable Tenant to effectively manage the Landlord Property, Landlord will assign its interests as landlord under the Existing Leases to Tenant as of the Effective Date and Tenant will agree to assume and perform the duties and obligations of the landlord thereunder.
- 3.2.4 Pursuant to Section 19.05 of the UNAM Lease, Tenant will deliver a written agreement confirming that it will not disturb the leasehold of Universidad Nacional Autónoma de México ("UNAM") so long as UNAM is not in default under the UNAM Lease, whereupon UNAM will be obligated to attorn to Tenant as landlord under the UNAM Lease, and pursuant to such agreement, UNAM will look solely to Tenant for performance of the duties and obligations of the landlord under the UNAM Lease.

- 3.2.5 Pursuant to Section 22.3 of the Magik Theatre Lease, Tenant will deliver a written agreement confirming that it will not disturb the leasehold of Magik Theatre ("Magik"), whereupon City's assignment of the landlord's interest in the Magik Theatre Lease to Tenant shall be binding upon Magik and Magik shall agree to look solely to Tenant to perform the duties and obligations of landlord under the Magik Theatre Lease.
- 3.2.6 All revenues collected by Tenant pursuant to the Existing Leases shall be deemed Hemisfair Revenue for the purposes of this Agreement.
- 3.2.7 Once Tenant has taken an assignment of Landlord's interest under the Existing Leases, Tenant shall not amend or modify such leases in a manner that would impose any additional monetary obligations or liabilities upon the City, Landlord or Tenant (as landlord under such Existing Leases) (including without limitation, any reduction or waver of funding and other requirements for the "Beethoven Hall/Magik Theatre Fund" under the Magik Theatre Lease) without first obtaining Manager's Approval.
- 3.3 <u>Improvement and Restoration of Existing Buildings</u>. In addition to any approvals required under any applicable laws or ordinances, Tenant shall also obtain Manager's Approval prior to commencing any Significant Work (as defined below) on any of the buildings existing on the Landlord Property as of the Effective Date hereof, including the buildings identified on <u>Exhibit "D"</u> (the "*Existing Buildings*"). For purposes hereof, "*Significant Work*" shall be defined as any project for the improvement, addition, renovations, or other construction work for an Existing Building, the cost of which is reasonably anticipated by Tenant to exceed \$50,000.00.
  - 3.3.1 Tenant shall require all contractors and subcontractors performing work on, in or about the Existing Buildings to carry worker compensation and employer liability insurance, commercial general liability insurance and owned or hired business auto liability insurance, all with coverages commensurate with the scope of work being performed by such contractor or subcontractor, in amounts reasonably determined to be sufficient under the circumstances.
  - 3.3.2 All work shall be prosecuted in compliance with all applicable Laws (as herein defined), including all municipal ordinances.
- 3.4 <u>Minor Subleases</u>. Tenant may sublease the Existing Buildings on the Landlord Property that are not then subject to a Public-Private Partnership or an Existing Lease (each such sublease referred to herein as a "*Minor Sublease*"). Tenant shall not be required to follow the process set forth in the Hemisfair P3 Guidelines to solicit or negotiate a Minor Sublease or an extension, but all Minor Subleases shall require Manager's Approval and shall use City's standard lease form. If material modification of the City's standard lease form is proposed for a Minor Sublease, City's approval will be required. Each Minor Sublease shall require that each of the parties to such Minor Sublease provide copies to Landlord of any notice(s) of default given by such party to the other party, when such notices are given.

- 3.5 <u>Sustainable Water Plan</u>. With the goal of minimizing the impact of the Master Plan on limited water resources, Tenant shall formulate a sustainable water plan for indoor and outdoor water use on the Landlord Property, for City's approval. The sustainable water plan shall include (but not be limited to) recommendations for the utilization of reuse water for irrigation and in water features, as appropriate, and for the responsible detention of storm water runoff.
- 3.6 <u>Chilled Water System</u>. Unless waived by the City, Tenant and each subtenant under a Development Sublease or Minor Sublease shall be required to obtain chilled water services from the SAWS distribution system in the San Antonio central business district for each of the buildings now located or hereafter located on the Landlord Property (each, an "*Improvement*"), to the extent that such distribution system is available to serve an Improvement and service to that Improvement is reasonably feasible under the circumstances and available technology.

# ARTICLE 4 HEMISFAIR REVENUE

- 4.1 Collection of Hemisfair Revenue. Tenant shall be solely responsible and shall use diligent efforts for the collection of all Hemisfair Revenue (as defined below), which Tenant shall disburse and retain in accordance with the Permitted Purposes (as defined below) in accordance with this Agreement. For purposes hereof, "Hemisfair Revenue" shall mean all income, rents, receipts, reimbursements, insurance proceeds, condemnation awards, profit participation interests, sales proceeds and other consideration received by Tenant (a) under the terms of the Master Lease, a Development Sublease, an Existing Lease, Public-Private Partnership, Comprehensive Development Agreement, Minor Sublease, Hemisfair Parkland Concessions (as defined below) or other approved agreement of Tenant related to the occupancy, use, improvement or development of the Landlord Property or otherwise related to the Landlord Property or any part or parts thereof, (b) from or related to the Hemisfair Parkland or any part or parts thereof, (c) under the terms of a Funding Agreement (as defined in Section 4.7, below), (d) for donor recognition, (e) by donation, and (f) from any activities of Tenant related to this Agreement. Tenant shall act in a fiduciary capacity with respect to the proper protection of and accounting for all Hemisfair Revenue in Tenant's possession or subject to Tenant's control.
- 4.2 <u>Permitted Purposes</u>. The Hemisfair Revenue shall be used solely for the following "*Permitted Purposes*":
  - 4.2.1 Any costs or expenses related to Tenant's compliance with its obligations under the Master Lease, this Agreement or the Park Management Agreements (as defined below);
  - 4.2.2 Any costs or expenses related to the promotion, solicitation, negotiation and implementation of Public-Private Partnerships, Comprehensive Development Agreements and Development Subleases;

- 4.2.3 Any costs or expenses reasonably incurred in the operation of Tenant's organization, including (without limitation) (a) capital and operational expenses related to offices occupied by Tenant's officers, employees, volunteers and other staff, including rent, utility expenses, repair and maintenance expenses, insurance expenses, and property tax expenses, (b) salaries and benefits for Tenant's officers and employees, and (c) fees paid to consultants, contractors, accountants and attorneys working on behalf of Tenant;
- 4.2.4 With Manager's Approval, costs and expenses related to the acquisition of land and other real property interests in proximity to Hemisfair;
- 4.2.5 Any other costs or expenses related to the implementation of the Master Plan; and
- 4.2.6 Any other purposes authorized under the terms of a Funding Agreement.

Notwithstanding anything to the contrary herein set forth, casualty insurance proceeds shall be used to restore or repair the subject property unless another application of such insurance proceeds has received Manager's Approval.

- 4.3 <u>Segregated Account</u>. Tenant shall deposit all collected Hemisfair Revenue into a federally insured depository bank, or in another form of investment account that complies with Tenant's Cash Management and Investment Policy. The account holder shall be the Tenant, and the account funds shall be managed and disbursed by Tenant solely for the Permitted Purposes. If the bank account is an interest-bearing account, the accrued interest will be part of the Hemisfair Revenue.
- 4.4 Periodic Activity Reports. During each year during which Hemisfair Revenues are collected or funds are advanced to Tenant under a Funding Agreement, Tenant shall deliver to the Director of the Center City Development and Operations Office, or another official designated by the City Manager, a report (each such report referred to herein as an "Activity Report") concerning the Hemisfair Revenues generated and disbursed since the prior reporting period. Activity Reports shall be issued not less often than annually and on a more frequent periodic basis if requested by the City Manager or his/her designee. Each Activity Report shall include information detailing (a) all Hemisfair Revenue received during the subject reporting period, (b) the sources of such Hemisfair Revenue, (c) the interest earned on Hemisfair Revenue a during the subject reporting period, (d) the amount of Hemisfair Revenue in Tenant's possession on the first and last day of the subject reporting period, and (e) an accounting of all disbursements from the Hemisfair Revenues with the level of detail specified by the Director of Center City Development and Operations or other official designated by the City Manager to receive and review Activity Reports.
- 4.5 Review and/or Audit. City and Landlord each shall have the right to review all documents (in whatever form or media) in Tenant's possession or under its control that are directly or indirectly related to the Hemisfair Revenue, the accounts maintained by Tenant and/or one or more Activity Reports. City and Landlord shall have unrestricted access to all information that may be necessary to verify Tenant's ability to

assume maintenance obligations under <u>Section 3.3</u>, above, ascertain the existence of Excess Funds (as defined in <u>Section 4.6</u>, below), and verify Tenant's compliance with the terms of this Agreement.

- 4.5.1 Tenant agrees to provide the documents and information on a timely basis to City and Landlord at the location or locations in Bexar County, Texas requested by Landlord, following not less than thirty (30) days' written notice. All such applicable books, records and supporting documentation generated in connection with the sources and uses of the Hemisfair Revenue (which may be in electronic form) shall be preserved by Tenant for five (5) years after the period to which such documents relate or until all reviews and/or audits, if any, relating to those documents are complete and any and all findings have been fully resolved, and any litigation shall be finally resolved, whichever is the greater period of time.
- 4.5.2 City or Landlord may designate a certified public accountant to conduct the review and/or audit under this <u>Section 4.5</u>, and City may utilize the services of any employee or agent of City for such purpose.
- 4.6 <u>Excess Revenues</u>. In the event that Hemisfair Revenues exceed Tenant's expenses for any fiscal year of Tenant, such excess ("Excess Funds") shall accrue as a reserve fund ("Tenant's Reserve Fund") that will be available to meet Tenant's goal of financial self-sufficiency and may be used to satisfy revenue shortfalls in other fiscal years and other uses consistent with the Permitted Purposes set forth under <u>Section 4.2</u>, above, and to fund park improvements and renovations undertaken in the exercise of Tenant's park management duties or otherwise as approved by City. If the Excess Funds exceed the amounts needed for the purposes outlined in the preceding sentence, in the sole judgment of the City Manager, then any additional excess revenues shall accrue to City consistent with Section 431.107 of the Texas Transportation Code.
- City pursuant to that certain Funding Agreement approved by City by Ordinance No. 2104-09-18-0690 on September 18, 2014, and City and Tenant anticipate that additional similar funding agreements will follow the expiration of the current Funding Agreement (each, a "Funding Agreement"). The currently effective Funding Agreement sets forth the terms, conditions and provisions under which City's funding is being provided to Tenant, including certain budgeting, recordkeeping and reporting obligations that Tenant is required to satisfy. While this Agreement and each Funding Agreement are distinct agreements addressing different topics, these agreements are complementary, and the City Manager shall have the ability to impose additional requirements related to the Hemisfair Revenues through the terms and conditions of each Funding Agreement. In addition to any other rights of City under a Funding Agreement or this Agreement, City may discontinue a Funding Agreement when City, in the exercise of its discretion, has determined that Hemisfair Revenues are sufficient for Tenant's funding.
- 4.8 No Ability to Obligate City or Landlord. Neither City nor Landlord shall have any financial obligation to Tenant, except as may be set forth in this Agreement or a Funding Agreement, or to any person or entity in privity of contract with Tenant. Tenant

covenants and agrees not to incur any financial obligation that cannot be discharged by available or committed Hemisfair Revenues.

# ARTICLE 5 OPERATIONS, MANAGEMENT AND PROGRAMMING OF HEMISFAIR PARKLAND

- 5.1 Park Management Agreements. To implement the Master Plan, it is anticipated that City will enter into one or more Park Management Agreements with Tenant (each such agreement, a "Park Management Agreement"), pursuant to which City will delegate certain rights and responsibilities to Tenant with respect to the design, construction, maintenance, operations and programming of the Hemisfair Parkland. Given the unique nature of each of the individual tracts comprising the Hemisfair Parkland, City and Tenant anticipate that there may be a series of Park Management Agreements related to individual tracts or a single Park Management Agreement with a phased implementation as the Hemisfair Parkland is redeveloped according to the Master Plan. The Park Management Agreement(s) shall:
  - 5.1.1 Establish a schedule for the planning, design, construction and implementation of the concepts of the Master Plan in the Hemisfair Parkland;
  - 5.1.2 Establish a financial plan for the planning, design, construction, maintenance, operations and programming of the Hemisfair Parkland in accordance with the Master Plan, to include (without limitation) milestones to be achieved by Tenant to generate financial resources sufficient to cover increasing percentages of funding of Tenant's activities (e.g., 25%, 50%, 75%);
  - 5.1.3 Identify Tenant's role in the process of soliciting, selecting and overseeing architects, planners and contractors engaged to undertake the redevelopment of the Hemisfair Parkland in accordance with the Master Plan (including the renovation and reuse of any historic buildings located within the Hemisfair Parkland); and
  - 5.1.4 Provide a framework under which the Parks and Recreation Department and other City departments coordinate and collaborate with Tenant to achieve the Enhanced Park Standards and to perform various design, construction, maintenance, operations and activities programming on the Hemisfair Parkland, as therein provided.
- 5.2 <u>Hemisfair Parkland Concessions</u>. Tenant shall identify, solicit, negotiate, administer and enforce all licenses and concessions located or to be located on the Hemisfair Parkland (collectively, the "*Hemisfair Parkland Concessions*"). In this capacity, Tenant shall be charged with and shall use its best efforts to discharge the responsibility of fostering uses with the Hemisfair Parkland that support and activate the public's enjoyment of the Hemisfair Parkland. Tenant and City shall work together to developer a standard form for the Hemisfair Parkland Concessions agreements, which standard form and any material alteration of such standard form will require the

Manager's Approval. Any such agreements for a term greater than one (1) year will require the Manager's Approval.

- 5.3 <u>Incurring Obligations</u>. In exercising its rights and responsibilities with respect to the Hemisfair Parkland, Tenant is not authorized incur any payment obligations, debts, charges or other liabilities of any kind on behalf of City.
- 5.4 <u>Non-Discrimination</u>. All Hemisfair Parkland Concessions and other agreements negotiated by Tenant on behalf of City with respect to the Hemisfair Parkland shall include provisions prohibiting discrimination against any person or persons because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, veteran status or disability.

# ARTICLE 6 TERM; MILESTONES

- 6.1 Term. The Parties anticipate that this Agreement will remain in full force and effect for so long as one or more of the Funding Agreements, Development Subleases, or Parkland Management Agreements shall remain in effect, unless earlier terminated as herein provided; provided, however, that the provisions of Article 8 shall survive past the date upon which this Agreement is terminated (the "Termination Date") until such time as the term (including any renewal options granted to the donors thereunder) of all Donor Recognition Agreements entered into prior to the Termination Date have expired or been terminated but Tenant's authority to enter into new Donor Recognition Agreements shall terminate on the Termination Date.
- 6.2 <u>Milestones</u>. The execution of the duties and responsibilities of Tenant under this Agreement shall be achieved in accordance with the timetable established from time to time by the City Manager or his/her designee, in consultation with Tenant ("*Milestones*"). The initial Milestones shall be documented within ninety (90) days of the Effective Date of this Agreement. The Milestones may be amended by the City Manager, in the exercise of the City Manager's sole discretion, from time to time.
- 6.3 Failure to Achieve Milestones. If Tenant fails to achieve the Milestones, the City Manager may choose to adjust such Milestones (in consultation with Tenant) to account for factors outside Tenant's control, and/or implement such remedial actions as the City Manager may deem appropriate, in the sole discretion of the City Manager. Such remedial actions may include, without limitation, (a) the institution of additional procedures for oversight by City over Tenant's activities, and/or (b) re-delegation of Tenant's responsibilities under this Agreement to Landlord, City or other actors as may be appropriate under the circumstances.

#### ARTICLE 7

DEFAULT; REMEDIES; TERMINATION

- 7.1 Events of Default. Tenant shall be in default under this Agreement if Tenant fails to perform any covenant, agreement or obligation of Tenant under this Agreement (other than a failure described in Section 7.2, below) within thirty (30) days after City has furnished to Tenant written notice of such default (an "Event of Default"), provided, however, if such default is curable but cannot reasonably be cured by the exercise of reasonable diligence within such thirty (30) day period, then such failure to cure will not be an Event of Default if (a) within such thirty (30) day period, Tenant gives written notice to City and Landlord setting forth the reasons that such default cannot be cured by the exercise of reasonable diligence within thirty (30) days and Tenant's reasonable estimate of the amount of time which will be required to effect such cure, (b) Tenant commences curative action within such thirty (30) day period and thereafter diligently pursues the curative action, (c) upon request of City, but in no event more often than monthly, Tenant provides written notice to City and Landlord of the efforts undertaken by Tenant, the curative work remaining to be done and the estimated time required for completion of the curative action, and (d) such default is cured within six (6) months from the date of Tenant's receipt of the notice of default from City.
- 7.2 <u>Material Events of Default</u>. Each of the following events or circumstances shall be a material event of default ("*Material Event of Default*") by Tenant:
  - 7.2.1 Default by Tenant under the Master Lease. Tenant shall be in default under the Master Lease, which default remains uncured after notice and the expiration of any applicable cure period for such default under the Master Lease.
  - 7.2.2 Default by Tenant under an Existing Lease. Tenant shall be in default of its obligations under an Existing Lease, as therein provided, which default remains uncured after notice and the expiration of any applicable cure period provided under the Existing Lease.
  - 7.2.3 Liens. Tenant shall cause to be placed or suffer the existence of any lien on the Landlord Property (except as authorized under the Master Lease or a Development Sublease) and such lien has not been fully released or otherwise discharged within sixty (60) days following the creation of such lien.
  - 7.2.4 Action without Approval. Tenant shall fail to obtain an approval required by this Agreement or the Master Lease for any lease, sublease, license, concession, contract or other agreement.
  - 7.2.5 Misapplication of Funds. Tenant shall use Hemisfair Revenue for other than a Permitted Purpose.
- 7.3 <u>Remedies</u>. Upon a Material Event of Default, City or Landlord may terminate this Agreement in whole or in part with respect to any of the Landlord Property or the Hemisfair Parkland. Upon a Material Event of Default or an uncured Event of Default, City may take any or all of the following actions (in such order and in such combinations that City may elect, in its sole discretion):

- 7.3.1 Impose additional procedures for City's oversight of Tenant's activities;
- 7.3.2 Require Tenant's Board of Directors to consider replacing identified personnel with other personnel;
- 7.3.3 Withdraw one or more responsibilities of Tenant under this Agreement and re-delegate to Landlord, City and/ or other actors as may be appropriate under the circumstances, in the City's sole discretion;
- 7.3.4 Require Tenant to place all or part of the Hemisfair Revenues under City or Landlord's control; and
  - 7.3.5 Any other remedy available to City or Landlord at law or in equity.
- 7.4 Effect of Termination of Agreement. Upon expiration or other termination of this Agreement, Tenant shall transfer and assign to Landlord all of Tenant's rights under all Development Subleases, Minor Subleases, Existing Leases, Hemisfair Parkland Concessions, Donor Recognition Agreements and other contracts and agreements then in effect and deliver to City all Hemisfair Revenues in Tenant's possession or control. Tenant shall deliver to Landlord all original leases and contracts and copies of all files and other documentation related thereto, in whatever form or media, in Tenant's possession or subject to Tenant's control. Tenant shall also cooperate with Landlord in the transfer of responsibilities to Landlord under all remaining Development Subleases, Minor Subleases, Existing Leases and Hemisfair Parkland Concessions and other contracts.
- 7.5 No Election of Remedies, Non-Waiver. Pursuit of any of the remedies set forth in Section 7.3 above will not preclude pursuit of any other remedies herein provided or provided by Law. Forbearance by City or Landlord to enforce one or more of the remedies herein provided upon an Event of Default or Material Event of Default shall not be deemed or construed to constitute a waiver thereof.

# ARTICLE 8 DONOR RECOGNITION FOR HEMISFAIR PARKLAND

- 8.1 <u>Donor Recognition Agreements</u>. Subject to the approval rights retained by City and the specific, terms, conditions and exclusions set forth herein, Tenant is delegated the responsibility to enter into agreements granting the right to use a specific name to identify the Park Tracts 1-6, or a specific area within one or more Park Tracts, a component part thereof or an improvement or element therein (each, a "*Donor Recognition Agreement*"). Each Donor Recognition Agreement shall:
  - 8.1.1 Specify the portion, improvement or element of the Hemisfair Parkland subject to the Donor Recognition Agreement and the name thereby authorized to be used;
    - 8.1.2 Comply with the pledge requirements (the "Pledge

## Requirements") set forth in Section 8.8, below; and

- 8.1.3 If requiring City's approval hereunder, shall be provided to City by Tenant not less than thirty (30) days prior to the date on which such Donor Recognition Agreement will become effective, according to its terms, if approved.
- 8.2 <u>Hemisfair Conservancy's Role</u>. Tenant shall be permitted to re-delegate to the Hemisfair Conservancy, a Texas non-profit corporation and qualified 501(c)(3) organization (the "Conservancy"), the right to enter into Donor Recognition Agreements upon the same terms and conditions applicable to Tenant. Prior to entering into any Donor Recognition Agreement, however, the Conservancy and Tenant shall have entered into the Delegation Agreement attached hereto as <u>Exhibit "F"</u> ("Delegation Agreement") and shall obtain a written authorization from Tenant expressly confirming that such Donor Recognition Agreement complies with all of the terms, conditions and limitations set forth in this Article 8 and the Delegation Agreement. Any amendment to the Delegation Agreement shall require Manager's Approval. In addition, prior to entering into any Donor Recognition Agreement for a Major Recognition Opportunity (defined below), the prior approval of the City shall be obtained.
- 8.3 <u>City Approval</u>. The prior approval of City, in the exercise of its sole discretion, shall be required for any Donor Recognition Agreement that does not comply with the Pledge Requirements In addition, City's approval also shall be required for a Donor Recognition Agreement that names or identifies any of the following (each, a "Major Recognition Opportunity"):
  - 8.3.1 Park Tract 1;
  - 8.3.2 Park Tract 2;
  - 8.3.3 Park Tract 4;
  - 8.3.4 Park Tract 5; and
  - 8.3.5 Any part of the structure now known as the Tower of the Americas.
- 8.4 <u>Donor Recognition Agreements Without City Approval</u>. A Donor Recognition Agreement for any portion, improvement or element of the Hemisfair Parkland, except for the Major Recognition Opportunities, shall require the approval of City unless the Donor Recognition Agreement:
  - 8.4.1 Has been approved by the Conservancy; and
  - 8.4.2 Complies with the Hemisfair Conservancy Gift Acceptance Policy attached hereto as Exhibit "E", and any subsequent amendments thereof which have received Manager's Approval ("Hemisfair Conservancy Gift Acceptance Policy"), to the extent not in conflict with the requirements of this Article 8; and
    - 8.4.3 Complies with the Pledge Requirements; and

- 8.4.4 Complies with the Naming Parameters set forth in Section 8.5, below; and
- 8.4.5 Complies with the Naming Exclusions set forth in Section 8.6, below; and 8.4.6 Complies with the Delegation Agreement.
- 8.5 <u>Naming Parameters</u>. The name or names (including any subsequent renaming) used in connection with any part of the Hemisfair Parkland shall:
  - 8.5.1 Include the name of a facilitator or benefactor of Hemisfair or the Hemisfair Parkland;
  - 8.5.2 Honor a person, place, institution, group, entity or event, whether now existing or that existed in the past;
    - 8.5.3 Recognize events or affairs of historic significance; or
    - 8.5.4 Embrace civic ideals or goals.
- 8.6 <u>Naming Exclusions</u>. A name to be used in connection with any part of the Hemisfair Parkland shall not include a name or reference that:
  - 8.6.1 Is defamatory, libelous, obscene, vulgar or offensive to the general public;
    - 8.6.2 May violate the rights of any person, institution, group or entity;
  - 8.6.3 Does not comply with the Hemisfair Conservancy Gift Acceptance Policy;
  - 8.6.4 Advocates or opposes any political candidate, issue, cause, or belief;
  - 8.6.5 Identifies or is identified with a person or organization that has been convicted of a felony criminal offense or a criminal offense involving moral turpitude; or
    - 8.6.6 Advocates violence, criminal activity or immorality.
- 8.7 <u>Interpretations</u>. Should a judgment or interpretation be required with respect to a Donor Recognition Agreement in regards to the standards set forth above in Section 8.5 or Section 8.6, above, the determination in writing of the City Manager or his/her designee shall be deemed conclusive. Any waiver of the standards set forth above in Section 8.5 or Section 8.6, above, shall require the approval of the City.
- 8.8 <u>Pledge Requirements.</u> Attached as <u>Exhibit "F"</u> is the Yanaguana Hemisfair Donor Recognition Policy formulated by Tenant and the Conservancy for the Yanaguana Garden (Park Tract 2) that identifies:

- 8.8.1 The individual improvements, elements and amenities planned to be located in the Yanaguana Garden;
- 8.8.2 The minimum contribution to be pledged and paid to secure the right to use a specific name to identify the various improvements, elements and amenities comprising the Yanaguana Garden;
  - 8.8.3 The term for which such right shall continue in effect; and
- 8.8.4 The terms for payment of the minimum contribution to be pledged and paid for such right.

As designs for the other tracts comprising the Hemisfair Parkland are completed and additional individual improvements, elements and amenities are planned, Tenant and Conservancy shall expand the Hemisfair Donor Recognition Policy to identify them and the corresponding, applicable Pledge Requirements, subject to the Manager's Approval. In addition, the Manager's Approval shall be required for any Donor Recognition Agreement that grants the right to use a specific name to identify an amenity or feature within the Hemisfair Parkland in exchange for an amount that is less than seventy percent (70%) of the total capital cost of such amenity or feature. Capital costs include design, construction, installation, materials, inspection, supervision, signage, legal fees, furniture, fixtures, equipment and other related costs for the subject amenity or feature. Each Donor Recognition Agreement that requires the Manager's Approval under this paragraph shall be submitted with Tenant's analysis of the subject capital costs.

- 8.9 <u>Markers</u>. All markers to be erected pursuant to a Donor Recognition Agreement shall comply with the following requirements:
  - 8.9.1 Markers must be made of cast bronze, cast aluminum (or similar water-resistant metal material), carved stone, or tile. In addition engraved sidewalk pavers will be allowed in areas where brick pavers are appropriate upon securing any necessary approvals related to the placement thereof.
  - 8.9.2 Language utilized (in recognition of an individual, corporation or foundation) on a maker must contain language substantially similar to "sponsored by, underwritten by, a gift from, etc." Corporate recognition shall be possible on particular features but shall use wording along the lines of "sponsored by, underwritten by, etc." and be of such size and material as not to be confused with advertising.
  - 8.9.3 The approval of the Historic Design and Review Commission (HDRC) shall be required for the type, size and placement of markers; provided, however, that the HDRC may preapprove templates for markers to be used for these purposes and the subsequent use of such templates shall not be subject to HDRC review.
  - 8.9.4. This Agreement (once approved by City Council) shall function as the "formal action" required for purposes of Section 35-612(a)(8) or 35-645(a) of

the San Antonio City Code of Ordinances, and no further approval of City Council shall be required for any memorials, markers or naming rights in Hemisfair subject to this Agreement except as expressly provided in this Article 8.

# 8.10 Installment and Maintenance of Markers.

- 8.10.1 Tenant and the Conservancy will fund the costs of installing the markers through the consideration raised through the Donor Recognition Agreements.
- 8.10.2 Tenant shall be responsible for maintaining the markers and shall have a license to enter upon such portions of the Hemisfair Parkland as may be necessary for purposes of performing such maintenance.
- 8.11 <u>Application</u>. The requirements of this Article 8 apply to initial naming and any subsequent re-naming agreements.

# ARTICLE 9 MISCELLANEOUS

9.1 Notices. Any notice or communication required or permitted hereunder shall be in writing and (a) personally delivered, (b) sent by United States regular and/or registered or certified mail, postage prepaid, return receipt requested, (c) sent by Federal Express or similar nationally recognized overnight courier service, or (d) transmitted by electronic mail with a hard copy sent within two (2) business days by any of the foregoing means. Any address, including billing address, for notice may be changed by written notice. Such notice shall be deemed to have been given upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced by the notifying party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified before 5:00 p.m., San Antonio, Texas time, with delivery made after 5:00 p.m. to be deemed received on the following business day. For purposes of notice, the addresses of the parties shall be as follows:

### If to City:

100 Military Plaza, First Floor San Antonio, Texas 78207 Attention: City Clerk

With copy to:

100 Military Plaza, Third Floor San Antonio, Texas 78207 Attention: City Attorney

#### If to Landlord:

100 Military Plaza, First Floor

San Antonio, Texas 78207 Attention: City Clerk

With copy to:

100 Military Plaza, Third Floor San Antonio, Texas 78207 Attention: City Attorney

## If to Tenant:

Hemisfair Park Area Redevelopment Corporation 434 S Alamo Street San Antonio, TX 78205 Attn: Chief Executive Officer

Each party may, from time to time, change its respective address(es), and each has the right to specify as its address any other address within the United States of America by giving at least five (5) days' written notice to the other party.

- 9.2 Entire Agreement. None of the Parties hereto nor any of their agents have made any statement, promises or agreements verbally or in writing in conflict with terms of this Agreement. Any and all representations by either of the parties or their agents made during the negotiations prior to execution of this Agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Agreement contains the entire agreement between the parties, and no rights are to be conferred upon the Parties until this Agreement has been executed by both parties hereto.
- 9.3 Meaning. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any section or clause herein may require, the same as if such words had been fully and properly written in number and gender. Unless expressly stated otherwise, references to "include" or "including" means "including, without limitation." The terms "hereto," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular Article or Section hereof.
- 9.4 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.
- 9.5 <u>No Partnership</u>. The Parties are not and shall not be considered either joint venturers or partners and none shall have power to bind or obligate the other except as set forth herein.

- 9.6 <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons whose circumstances are other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 9.7 <u>Amendment</u>. No modification, alteration or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto, their successors or assigns. Any amendment of this Agreement will require the prior approval of the San Antonio City Council.
- 9.8 <u>Headings</u>. The headnotes to the sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way confine, limit or proscribe the scope or intent of any section of this Agreement, nor in any way affect this Agreement.
- 9.9 <u>Law</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS.
- 9.10 <u>Maximum Interest</u>. Nothing in this Agreement shall ever entitle any Party hereto to charge or collect or shall obligate any Party thereto to pay interest in excess of the highest rate allowed by Law of the United States of America or the State of Texas. It shall be deemed an error if any excess amount be collected and such excess shall be refunded.
- 9.11 <u>Exhibits and References</u>. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement. References in this Agreement to articles, sections, subsections, subsections, exhibits, or schedules are to such articles, sections, subsubsections, exhibits, schedules unless otherwise specified.
- 9.12 Conflict of Interest. Tenant acknowledges that it is informed that the City's Charter and its Ethics Code prohibit a City officer or employee, as those terms are defined in said Ethics Code, from having a financial interest in any contract with City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individuals or entities is a party to the contract or sale: a City officer or employee, his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity. Tenant certifies and this Agreement is made in reliance thereon that neither it nor any person having a substantial interest in this Agreement by, through or under Tenant is an officer or employee of City or any of its agencies.
- 9.13 <u>Authority</u>. Each person signing this Agreement in a representative capacity hereby represents and warrants that he or she has full authority to execute this

Agreement in such capacity to fully bind the entity represented under the terms and condition of this Agreement.

- 9.14 <u>Successors</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives and assigns; however, this clause does not constitute a consent by Landlord or City to any assignment by Tenant, except as expressly set forth herein.
- 9.15 <u>City Council Approval</u>. Notwithstanding anything to the contrary set forth in this Agreement, the Parties recognize and agree that any contracts or agreements contemplated to be entered into by City under the terms of this Agreement which are not attached as exhibits to this Agreement will be subject to the prior approval of the City Council, if the approval of the City Council is required under the terms of City's Charter or other applicable law.
- 9.16 <u>City's Governmental Functions</u>. The Parties hereto acknowledge that no consent, approval or agreement of City (as a party to this Agreement) shall constitute a waiver by or estop City from exercising any of its rights, powers or duties in the performance of its required governmental functions. For example, approval by City of this Agreement shall not constitute satisfaction of any requirements of, or the need to obtain any approval by or permit from, any City department or under applicable law.
- 9.17 <u>Appropriations</u>. The obligations of City under this Agreement may be abated or terminated by City if City, in its discretion, determines that its current revenues or future appropriations, if any, are insufficient to fund City's obligations under this Agreement. Notwithstanding anything set forth in this Agreement to the contrary, City shall use its best efforts to attempt to obtain and appropriate funds for City's obligations under this Agreement consistent with Section 271.903, Texas Local Government Code, as in effect on the Effective Date.
- 9.18 <u>Compliance with Laws</u>. In the performance of this Agreement, Tenant shall comply with all federal, state, municipal or other governmental laws, ordinances, rules and regulations ("*Laws*"). Tenant shall immediately notify City and Landlord of any known violation of Laws with respect to the Hemisfair Parkland, the Landlord Property or Tenant's duties hereunder. If Tenant shall be apprised of any claim, demand, suit or other legal proceeding made or instituted on account of any matter connected with the Hemisfair Parkland or the Landlord Property, Tenant shall provide to City and Landlord all information in Tenant's possession in respect thereof and shall assist and cooperate with City and Landlord in all reasonable aspects in the defense of such suit or other legal proceeding.

#### **EXHIBITS**:

Exhibit "A" Landlord Property
Exhibit "B" Hemisfair Parkland
Exhibit "C" Hemisfair P3 Guidelines

Exhibit "D" Existing Buildings on Landlord Property

Exhibit "E" Hemisfair Conservancy Gift Acceptance Policy

Exhibit "F" Delegation Agreement

Exhibit "G" Hemisfair Donor Recognition Policy

[SIGNATURES ON FOLLOWING PAGES]

# **CITY**:

CITY OF SAN ANTONIO

By: Name: CAS Title:

Date:

# LANDLORD:

HEMISFAIR PARK PUBLIC FACILITIES CORPORATION

By:

Name:

**TENANT:** 

HEMISFAIR RK AREA REDEVELOPMENT CORPORATION

By:

Name: Andres Andujar

Title: Chief Executive Officer

Date: DECEMBER 19, 2014

# EXHIBIT "A" TO MASTER AGREEMENT

### DESCRIPTION OF LANDLORD PROPERTY

TRACT 1

#### FIELD NOTES

#### FOR

#### LANDBANK TRACT 1

A 1.484 acre, or 64,648 square feet more or less, out of Lot 12, and that 1.674 acre Public Waterway, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as a 15.813 acre tract recorded in Volume 5505, Pages 957-962 of the Deed Records of Bexar County, Texas in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.484 acre tract being further described by metes and bounds with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD83(1996) and combined scale factor 0.999830028895.

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the south right-of-way line of East Market Street, a 125-foot public right-of-way as established in said Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision, at the northwest corner of said Lot 12, being S 75°00'34" E, a distance of 29.79 feet from the intersection of the south right-of-way line of Market Street and the east right-of-way line of South Alamo Street, said point of commencing at North 13,701,555.12 and East 2,131,743.29 of said coordinate system;

THENCE: S 75°00'34" E, with the south line of East Market Street, a distance of 165.78 feet to a set ½" iron rod with cap marked "Pape-Dawson" at the POINT OF BEGINNING and northwest corner of the herein described tracts at an angle point of an 8.926 acre tract surveyed concurrently and at North 13,701,512.25, East 2,131,903.40 of said coordinate system;

THENCE: S 75°00'34" E, continuing with the south line of market Street, a distance of 481.22 feet to an iron rod with cap marked "Pape-Dawson", an angle point of said 8.926 acre tract;

THENCE: Departing said right-of-way and with the north line of said 8.926 acre tract the following bearings and distances:

S 15°01'04" W, a distance of 86.00 feet to a set  $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N 75°00'34" W, a distance of 111.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°01'04" W, a distance of 69.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 75°00'34" W, a distance of 297.97 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 33°54'50" W, a distance of 94.71 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 14°59'26" E, a distance of 92.75 feet to the POINT OF BEGINNING, and containing 1.484 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE:

December 12, 2013, December 18, 2013.

JOB NO.

9090-13

DOC. ID.

N:\Survey13\13-9300\9390-13\Word\Landbank - Tract 1.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

#### TRACT 2

### FIELD NOTES

#### FOR

## LANDBANK TRACT 2

A 3.360 acre, or 146,356 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deeds to the City of San Antonio comprised of a 15.813 acre tract recorded in Volume 5505, Pages 957-962, and an 11.650 acre tract recorded in Volume 6205, Pages 537-543 of the Deed Records of Bexar County, Texas and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 3.360 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N

1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: With the ea

With the east right-of-way line of South Alamo Street the following bearings and distances:

N 1°30'25" E, a distance of 147.52 (by plat 143.57 feet) to a set ½" iron rod with cap marked "Pape-Dawson";

N 1°20'54" E, a distance of 316.33 feet to a point in building at a point of curvature;

Northerly and northeasterly with a curve to the right, said curve having a radius of 753.00 feet, a central angle of 16°08'11", a chord bearing and distance of N 09°25'00" E, 211.37 feet, for an arc distance of 212.07 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

N 17°29'05" E, a distance of 108.23 to a set ½" iron rod with cap marked "Pape-Dawson" at a the POINT OF BEGINNING of the herein described tract at North 13,700,890.10, East 2,131,530.74 of said coordinate system;

THENCE: N 17°29'05" E, continuing with said right-of-way a distance of 222.25 feet to set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 74°58'56" E, a distance of 8.18 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said right-of-way and over and across said Lot 12 the following bearings and distances:

N 18°44'21" E, a distance of 30.06 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 18°44'21" E, a distance of 198.81 feet to a set  $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

Along a tangent curve to the left, said curve having a radius of 654.00 feet, a central angle of 09°55'51", a chord bearing and distance of N 13°46'26" E, 113.21 feet, for an arc length of 113.36 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a compound curve to the left, said curve having a radius of 113.50 feet, a central angle of 04°32'01", a chord bearing and distance of N 06°32'30" E, 8.98 feet, for an arc length of 8.98 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a corner of an 8.926 acre tract surveyed concurrently;

THENCE: With the line of said 8.926 acre tract the following bearings and distances: S 75°00'34" E, a distance of 115.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 33°54'50" E, a distance of 94.26 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 14°59'26" W, a distance of 349.64 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 75°00'34" E, a distance of 173.93 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 15°01'04" W, a distance of 164.65 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 74°58'56" W, a distance of 68.46 feet to a building corner

THENCE: With the east south and west face of said building the following bearings and distances:

S 21°03'05" W, a distance of 23.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 69°30'46" E, a distance of 8.49 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 21°03'05" E, a distance of 6.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 69°29'57" E, a distance of 17.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 19°55'18" W, a distance of 6.01 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 66°38'21" E, a distance of 1.24 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 24°15'55" E, a distance of 5.73 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 18°56'44" W, a distance of 1.90 feet to a building corner;

S 44°51'01" E, a distance of 0.40 feet to a building corner;

S 20°46'01" W, a distance of 5.08 feet to a building corner;

N 79°00'42" W, a distance of 0.51 feet to a building corner;

S 20°22'28" W, a distance of 1.86 feet to a building corner;

S 64°56'34" W, a distance of 6.42 feet to a building corner;

N 66°38'21" W, a distance of 0.70 feet to a building corner;

S 20°30'36" W, a distance of 34.36 feet to a building corner;

N 74°33'03" W, a distance of 1.71 feet to a building corner;

S 22°24'23" W, a distance of 1.32 feet to a building corner;

S 65°04'44" W, a distance of 6.15 feet to a building corner;

N 69°10'07" W, a distance of 7.54 feet to a building corner;

N 24°26'39" W, a distance of 6.14 feet to a building corner;

N 18°07'02" E, a distance of 1.53 feet to a building corner;

N 69°24'17" W, a distance of 3.20 feet to a building corner;

N 20°35'43" E, a distance of 1.50 feet to a building corner;

N 70°09'12" W, a distance of 8.11 feet to a building corner;

S 20°35'43" W, a distance of 1.44 feet to a building corner;

N 69°02'26" W, a distance of 3.52 feet to a building corner;

N 20°39'08" E, a distance of 12.84 feet to a building corner;

Along a non-tangent curve to the right, said curve having a radial bearing of N 19°38'16" E, a radius of 5.75 feet, a central angle of 94°27'13", a chord bearing and distance of N 23°08'08" W, 8.43 feet, for an arc length of 9.47 feet to a building corner;

N 20°20'13" E, a distance of 5.36 feet to a building corner;

N 69°29'14" W, a distance of 1.85 feet to a building corner;

N 18°01'55" E, a distance of 2.03 feet to a building corner;

S 70°08'42" E, a distance of 1.90 feet to a building corner;

N 19°51'18" E, a distance of 7.94 feet to a building corner;

N 68°12'56" W, a distance of 2.46 feet to a building corner;

N 19°51'18" E, a distance of 40.88 feet to a building corner;

THENCE: N 79°49'28" W, departing said building a distance of 31.77 feet to a building corner;

THENCE: S 47°30'40" W, with the southeast face of building a distance of 28.40 feet to a building corner;

THENCE: S 21°03'20" W, a distance of 62.30 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a non-tangent curve to the right, said curve having a radial bearing of N 38°46'53" E, a radius of 125.00 feet, a central angle of 17°51'54", a chord bearing and distance of N 42°17'09" W, 38.82 feet, for an arc length of 38.98 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 33°21'12" W, a distance of 78.68 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

THENCE: Along a tangent curve to the left, said curve having a radius of 125.00 feet, a central angle of 62°51'41", a chord bearing and distance of N 64°47'03" W, 130.37 feet, for an arc length of 137.14 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a reverse curve to the right, said curve having a radius of 75.00 feet,

a central angle of 15°59'41", a chord bearing and distance of N 88°13'03" W, 20.87 feet, for an arc length of 20.94 feet to a set  $\frac{1}{2}$ " iron rod with cap

marked "Pape-Dawson";

THENCE: N 80°13'12" W, a distance of 11.67 feet to the POINT OF BEGINNING,

and containing 3.360 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a

magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013 JOB NO. 9090-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Landbank - Tract 2.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

#### TRACT 3

# FIELD NOTES FOR LAND BANK – TRACT 3

A 1.349 acre, or 58,741 square feet more or less, tract of land out of that out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as a 11.650 acre tract recorded in Volume 6205, Pages 537-543 of the Deed Records of Bexar County, Texas, in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.349 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE:

With the east right-of-way line of said South Alamo Street and the west line of said Lot 12, the west line of a 4.081 acre Park Tract 2, surveyed concurrently, the following bearings and distances;

N 01°30'25" E, a distance of 147.52 feet to a set ½" iron rod with cap marked "Pape-Dawson" for an angle point on the west line of said Lot 12 and the west line of said 4.081 acre tract;

N 01°20'54" E, a distance of 266.01 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a northwest corner of said 4.081 acre tract, for the POINT OF BEGINNING and the southwest corner of the herein described tract, said corner being at North 13,700,528,11 and East 2,131,462.47 of said coordinate system;

THENCE:

Continuing with the east right-of-way line of South Alamo Street and the west line of said Lot 12, the following bearings and distances; N 01°20'54" E, a distance of 50.31 feet to a point of curvature within a building;

Continuing through said building, along a tangent curve to the right, said curve having a radius of 753.00 feet, a central angle of 16°08'11", a chord bearing and distance of N 09°25'00" E, 211.37 feet, for an arc length of 212.07 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of tangency;

N 17°29'05" E, a distance of 57.78 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the northwest corner of the herein described tract;

THENCE:

Departing the east right-of-way line of said South Alamo Street, over and across said Lot 12, the following bearings and distances;

S 80°13'12" E, a distance of 18.43 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of curvature

Along a tangent curve to the left, said curve having a radius of 125.00 feet, a central angle of 15°59'41", a chord bearing and distance of S 88°13'03" E, 34.78 feet, for an arc length of 34.90 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of compound curvature to the right;

Along said compound curve to the right, said curve having a radius of 75.00 feet, a central angle of 62°51'41", a chord bearing and distance of S 64°47'03" E, 78.22 feet, for an arc length of 82.29 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of tangency;

S 33°21'12" E, a distance of 78.68 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of curvature;

Along a tangent curve to the left, said curve having a radius of 175.00 feet, a central angle of 11°51'10", a chord bearing and distance of S 39°16'47" E, 36.14 feet, for an arc length of 36.20 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a north corner of said 4.081 acre tract, for a point of non-tangency for the herein described tract;

THENCE:

Continuing with the west line of said 4.081 acre tract and, over and across said Lot 12, the following bearings and distances;

Along a non-tangent curve to the left, said curve having a radial bearing of S 25°19'46" E, a radius of 25.00 feet, a central angle of 28°14'48", a chord bearing and distance of S 50°32'50" W, 12.20 feet, for an arc length of 12.32 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a compound curve to the left, said curve having a radius of 140.00 feet, a central angle of 34°25'39", a chord bearing and distance of S 19°12'37" W, 82.86 feet, for an arc length of 84.12 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of tangency on the east line of the herein described tract;

S 01°59'47" W, a distance of 101.52 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the southeast corner of the herein described tract

THENCE:

N 88°39'06" W, a distance of 202.79 feet to the POINT OF BEGINNING, and containing 1.349 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE:

December 12, 2013

JOB NO.

9390-13

DOC. ID. C:\\I

C:\Users\karl.baker\AppData\Roaming\OpenText\DM\Temp\DOCS-#193355-v15-

Master Agreement Between HPARC COSA and HPPFC.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

#### TRACT 4

ARTICLE 10 FIELD NOTES FOR LAND BANK – TRACT 4 A 1.128 acre, or 49,143 square feet more or less, tract of land out of that out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as a 11.650 acre tract recorded in Volume 6205, Pages 537-543 of the Deed Records of Bexar County, Texas in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.128 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE:

N 57°23'51" E, departing the east right-of-way line of said South Alamo Street, over and across said Lot 12 and a 4.081 acre Park Tract 2, surveyed concurrently, a distance of 298.08 feet to the POINT OF BEGINNING being a reentrant corner of said 4.081 acre tract and the west corner of the herein described tract, said point of beginning at North 13,700275.36 and East 2,131,703.40 of said coordinate system;

THENCE:

Over and across said Lot 12 with the east line of said 4.081 acre tract, the following bearings and distances;

ARTICLE 11 N 41°35'06" E, a distance of 173.84 feet to a set ½" iron rod with cap marked "Pape-Dawson" for point of curvature on the northwest line of the herein described tract;

Along a tangent curve to the right, said curve having a radius of 49.50 feet, a central angle of 22°25'10", a chord bearing and distance of N 52°47'41" E, 19.25 feet, for an arc length of 19.37 feet to a set ½" iron rod with cap marked "Pape-Dawson", for a point of tangency on the northwest line of the herein described tract;

N 64°00'16" E, a distance of 54.87 feet to a set ½" iron rod with cap marked "Pape-Dawson" for an angle point on the northwest line of the herein described tract;

N 47°22'16" E, a distance of 48.34 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the north corner of the herein described tract;

THENCE:

S 43°44'03" E, departing the east line of said 4.081 acre tract, continuing over and across said Lot 12, a distance of 156.42 feet to a set ½" iron rod with cap marked "Pape-Dawson" for east corner of the herein described tract;

THENCE:

S 44°23'47" W, continuing over and across said Lot 12, a distance of 279.47 feet to a set ½" iron rod with cap marked "Pape-Dawson" at an east corner of said 4.081 acre tract, for the south corner of the herein described tract;

THENCE:

N 48°17'42" W, continuing over and across said Lot 12, with the east line said 4.081 acre tract, a distance of 171.73 feet to the POINT OF BEGINNING, and containing 1.128 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE:

December 12, 2013

JOB NO.

9390-13

DOC. ID.

C:\Users\karl.baker\AppData\Roaming\OpenText\DM\Temp\DOCS-#193355-v15-

Master Agreement Between HPARC COSA and HPPFC.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

### **TRACT 5**

# FIELD NOTES FOR LANDBANK TRACT 5

A 4.671 acre, or 203,473 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 and a 15.813 acre tract recorded in Volume 5505, Pages 957-962 of the Deed Records of Bexar County, Texas, and a portion of Surplus Right-of-Way Tract 3 quitclaimed from the State of Texas to the City of San Antonio as shown on the Texas Department of Transportation Map of Interstate Highway 37 recorded in Volume 4198, Page 947 and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 4.671 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 65°53'14" E, over and across said Lot 12, a distance of 844.97 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract, the southwest corner of an 8.926 acre tract surveyed concurrently, said point of beginning being at

North 13,700.459.92, East 2,132,223.44 of said coordinate system;

THENCE: N 14°59'26" E, through a building a distance of 65.90 feet to the face of building and continuing a distance of 79.49 feet, for a total distance of 145.38 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: With the south line of Lot 14 of the proposed H B Gonzalez Subdivision the following bearings and distances:

S 73°57'08" E, a distance of 90.43 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°50'57" E, a distance of 208.65 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°20'55" W, a distance of 65.37 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'59" E, a distance of 42.96 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°06'56" E, a distance of 32.51 feet to a set  $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

S  $74^{\circ}58'25''$  E, a distance of 97.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 45°10'07" E, a distance of 26.13 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'59" E, a distance of 162.75 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°01'01" E, a distance of 29.66 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°57'23" E, a distance of 191.36 feet to a set  $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

S 15°01'01" W, a distance of 13.11 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 74°58'59" E, a distance of 118.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°01'01" E, a distance of 47.69 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 36°36'47" E, a distance of 10.44 feet to a set  $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

THENCE: S 74°58'59" E, passing the east line of said Lot 12 and over and across the aforementioned Surplus Tract 3 and a portion of the old right-of-way of Indianola Street a distance of 218.33 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the current west right-of-way line of Interstate Highway 37;

THENCE: S 12°54'30" W, with the current west right-of-way line of Interstate Highway 37 a distance of 51.18 feet to a found ½" iron rod at a point of curvature;

THENCE: With the current west right-of-way line of Interstate Highway 37, and continuing with the east right-of-way line of Lot 12, and along a non-tangent curve to the left, said curve having a radial bearing of S 77°05'24" E, a radius of 350.00 feet, a central angle of 30°09'31", a chord bearing and distance of S 02°10'09" E, 182.11 feet, for an arc length of 184.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said line and over and across said Lot 12 the following bearings and distances:

S 38°11'13" W, a distance of 63.17 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point on curve;

Along a non-tangent curve to the left, said curve having a radial bearing of S 20°58'47" W, a radius of 225.00 feet, a central angle of 05°18'00", a chord bearing and distance of N 71°40'13" W, 20.81 feet, for an arc length of 20.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 74°19'13" W, a distance of 429.57 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°40'47" E, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

Along a non-tangent curve to the left, said curve having a radial bearing of N 14°19'13" W, a radius of 80.00 feet, a central angle of 300°00'00", a chord bearing and distance of N 74°19'13" W, 80.00 feet, for an arc length of 418.88 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°40'47" W, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 74°19'13" W, a distance of 101.08 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

THENCE: Along a tangent curve to the right, said curve having a radius of 125.00 feet, a central angle of 57°27'54", a chord bearing and distance of N 45°35'16" W, 120.18 feet, for an arc length of 125.37 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

THENCE: Along a curve to the left,, said curve having a radius of 175.00 feet, a central angle of 27°17'17", a chord bearing and distance of N 30°29'58" W, 82.56 feet, for an arc length of 83.35 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 50°46'25" W, a distance of 10.04 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a non-tangent curve to the left, said curve having a radial bearing of S 45°33'28" W, a radius of 165.00 feet, a central angle of 31°04'17", a chord bearing and distance of N 59°58'40" W, 88.39 feet, for an arc length of 89.48 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

THENCE: N 75°30'49" W, a distance of 308.15 feet to the POINT OF BEGINNING and containing 4.671 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Landbank - Tract 5.docx TBPE Firm Registration #470 TBPLS Firm Registration #100288-00

TRACT 6

# FIELD NOTES FOR LANDBANK TRACT 6

A 2.362 acre, or 102,872 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 and a 5.222 acre tract recorded in Volume 7101, Pages 565-569 of the Deed Records of Bexar County, Texas, and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 2.362 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: S 73°23'39" E, over and across said Lot 12, a distance of 1376.50 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract at North 13,699,721.46, East 2,132,771.19 of said coordinate system;

THENCE: N 44°43'40" E, at 235.97 feet passing along the southeast line of a 0.104 acre tract surveyed concurrently and continuing with said line for a total distance of 435.64 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 74°19'13" E, a distance of 231.86 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a non-tangent curve to the right, said curve having a radial bearing of N 48°15'24" W, a radius of 460.00 feet, a central angle of 02°52'02", a chord bearing and distance of S 43°10'37" W, 23.02 feet, for an arc length

of 23.02 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency:

THENCE: S 44°36'38" W, a distance of 351.97 feet to a set ½" iron rod with cap

marked "Pape-Dawson" at a point of curvature;

THENCE: Along a tangent curve to the left, said curve having a radius of 290.00 feet,

a central angle of  $34^{\circ}29'11''$ , a chord bearing and distance of S  $27^{\circ}22'02''$  W, 171.93 feet, for an arc length of 174.55 feet to a set  $\frac{1}{2}$ " iron rod with

cap marked "Pape-Dawson":

THENCE: Along a non-tangent curve to the right, said curve having a radial bearing

of N 37°38'01" E, a radius of 980.00 feet, a central angle of 06°25'23", a chord bearing and distance of N 49°09'17" W, 109.80 feet, for an arc length of 109.86 feet to a set ½" iron rod with cap marked "Pape-Dawson"

at a point of tangency:

THENCE: N 45°56'36" W, a distance of 145.80 feet to the POINT OF BEGINNING,

and containing 2.362 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a

magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Landbank - Tract 6.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

#### TRACT 7

# FIELD NOTES FOR LANDBANK TRACT 7

A 0.012 acre, or 518 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas, and in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 0.012 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South

Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE:

S 81°25'44" E, over and across said Lot 12, a distance of 2146.32 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract at North 13,699,794.94, East 2,133,574.31 of said coordinate system on the east line of said Lot 12 and the current west right-of-way line of Interstate Highway 37;

THENCE:

Departing said line and over and across said Lot 12 the following bearings and distances:

N 40°03'08" W, a distance of 139.04 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the right, said curve having a radius of 409.74 feet, a central angle of 04°07'54", a chord bearing and distance of N 37°59'11" W, 29.54 feet, for an arc length of 29.55 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point on said east line of Lot 12:

THENCE:

S 44°35'26" E, with the east line of said Lot 12 and the current west right-of-way line of Interstate Highway 37 a distance of 6.87 feet to a found ½" iron rod at a point of curvature;

THENCE:

Continuing with the east line of said Lot 12, the current west right-of-way line of Interstate Highway 37 along a tangent curve to the right, said curve having a radius of 908.16 feet, a central angle of 10°12'59", a chord bearing and distance of S 39°28'56" E, 161.72 feet, for an arc length of 161.94 feet the POINT OF BEGINNING, and containing 0.012 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013

JOB NO. 9390-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Landbank - Tract 7.docx TBPE Firm Registration #470 TBPLS Firm Registration #100288-00

# **EXHIBIT "A-1"** TO **MASTER AGREEMENT**

# DESCRIPTION OF LAND EXPRESSLY EXCLUDED FROM TRACT 2 OF THE LANDLORD'S PROPERTY

# FLORES & COMPANY CONSULTING ENGINEERS

12915 Jones Maltsberger, Suite 401 San Antonio, Texas 78247 (210) 490-9963

#### FIELD NOTES FOR

A 0.2156 acres ( 9392 sq. ft.) out of Lot 12, Block 3, N.C.B 13814, Civic Center Project No. 5 Tex R-83 Subdivision, as recorded in Volume 9518, Page 123 of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

BEGINNING:	At a set 1/2" iron pin for the most northern comer of this tract, said	pin being (1)

S 05"18'43"W, 29.79 feet, (2) S 11"33'09" W, 187.62 feet, and (3) S 17°47'34" W, 320.93 feet from the southeast corner of the Point of Intersection of East Market

Street and South Alamo Street for the Point of Beginning;

S.74°19'04" E, a distance of 80.90 feet along the retaining wall to a set 1/2" iron pin, THENCE:

said point being the easterly corner of this tract;

THENCE: \$ 21°35'39" W, a distance of 140,00 feet to a set "x" on bricks, said "x" for the

southern comer of this tract;

THENCE: N 43°15'16" W, a distance of 58.36 feet to a set 1/2" iron pin for an angle point;

S 47°48'33" W, a distance of 5.52 feet to a set 1/4" iron pin for an angle point; THENCE:

THENCE N 43°40'15" W, a distance of 19.86 feet to a set 1/2" iron pin for an angle point;

THENCE N 17°41'57" E, a distance of 23.15 feet to a set 1/2" iron pin for an angle point;

THENCE N 29°20'11" W, a distance of 7.20 feet to a set 1/2" iron pin for an angle point;

THENCE

N 17°50'08" E, a distance of 29.58 fort to a set 1/2" iron pin for an angle point;

THENCE N 64°03'31" E, a distance of 7.22 feet to a set 1/2" iron pin for an angle point;

THENCE N 17°30'01" E, a distance of 41.13 feet to the Point of Beginning containing 0.2156

acres (9392 sq.ft.).

Job No.: 01-14 May 10, 2001

SUBDIVISION \* SURVEYING \* STREETS \* UTILITIES \* LAND PLANNING\* DRAINAGE

IOMAS FLORES

## EXHIBIT "B" TO MASTER AGREEMENT

# DESCRIPTION OF HEMISFAIR PARKLAND

### TRACT 1

### FIELD NOTES

### FOR

# PARK TRACT 1

An 8.926 acre, or 388,803 square feet, tract of land out of Lot 12 and that 1.674 acre Public Waterway, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deeds to the City of San Antonio comprised of a 15.813 acre tract recorded in Volume 5505, Pages 957-962, a 18.422 acre tract recorded in Volume 6433 Pages 177-181, an 11.650 acre tract recorded in Volume 6205, Pages 537-543, and a 1.674 acre tract recorded in Volume 7573, Pages 538-541 all of the Deed Records of Bexar County, Texas all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 8.926 acre tract being a 10.113 acre, or 440,528 square feet, tract SAVE AND EXCEPT a 1.187 acre, or 51,725 square feet, tract and further described by metes and bounds with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD83(1996) and combined scale factor 0.999830028895;

BEGINNING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the south right-of-way line of East Market Street, a 125-foot public right-of-way as established in said Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision, at the northwest corner of said Lot 12, being S 75°00'34" E, a distance of 29.79 feet from the intersection of the south right-of-way line of Market Street and the east right-of-way line of South Alamo Street, said point of beginning at North 13,701,555.12 and East 2,131,743.29 of said coordinate system;

THENCE: S 75°00'34" E, with the south line of Market Street, a distance of 165.78 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Departing said right-of-way and over and across said Lot 12 the following bearings and distances:

S 14°59'26" W, passing into the Convention Center building a distance of 92.75 feet to a point;

S 33°54'50" E, a distance of 94.71 feet to a point; S 75°00'34" E, a distance of 297.97 feet to a point;

N 15°01'04" E, a distance of 69.00 feet to a point;

THENCE: S 75°00'34" E, passing out of said building, over and across said waterway a distance of 111.81 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 15°01'04" E, a distance of 86.00 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the aforementioned south right-of-way line of Market Street;

THENCE: S 75°00'34" E, with the south line of Market Street a distance of 78.51 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the west line of Lot 13, Block 3 of the San Antonio Convention Center Hotel recorded in Volume 9569, Page 36 of the Deed and Plat Records of Bexar County, Texas;

THENCE: S 14°55'18" W, with the west line of said Lot 13 a distance of 71.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 75°03'30" E, with a south line of said Lot 13 a distance of 25.12 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 14°59'26" W, over and across said waterway a distance of 353.96 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the east line of said waterway;

THENCE: N 75°00'34" W, with the line of said waterway a distance of 3.50 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 14°59'26" W, continuing with the line of said waterway, at 80.86 feet passing the southeast corner of said waterway and continuing over and across said Lot 12 for a total distance of 363.34 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the south face of said building;

THENCE: Continuing over and across said Lot 12 the following bearings and distances:

S 14°59'26" W, a distance of 79.49 feet to a face of building and continuing through said building a distance of 65.90 feet for a total distance of 145.38 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 75°30'49" W, a distance of 38.49 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 65.00 feet, a central angle of 60°05'24", a chord bearing and distance of S 74°26'29" W, 65.09 feet, for an arc length of 68.17 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 44°23'47" W, a distance of 67.85 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 43°44'03" W, a distance of 398.07 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 525.00 feet, a central angle of 07°29'04", a chord bearing and distance of N 47°28'35" W, 68.53 feet, for an arc length of 68.58 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point on curve;

N 21°03'20" E, a distance of 62.30 feet to a building corner;

THENCE: N 47°30'40" E, with the southeast face of building a distance of 28.40 feet

to a building corner;

THENCE: S 79°49'28" E, departing said building a distance of 31.77 feet to a

building corner;

THENCE: With the west, south and east face of said building the following bearings

and distances:

S 19°51'18" W, a distance of 40.88 feet to a building corner;

S 68°12'56" E, a distance of 2.46 feet to a building corner;

S 19°51'18" W, a distance of 7.94 feet to a building corner;

N 70°08'42" W, a distance of 1.90 feet to a building corner;

S 18°01'55" W, a distance of 2.03 feet to a building corner;

S 69°29'14" E, a distance of 1.85 feet to a building corner;

S 20°20'13" W, a distance of 5.36 feet to a building corner;

Along a non-tangent curve to the left, said curve having a radial bearing of S 65°54'31" E, a radius of 5.75 feet, a central angle of 94°27'13", a chord bearing and distance of S 23°08'08" E, 8.43 feet, for an arc length of 9.47 feet to a building corner;

S 20°39'08" W, a distance of 12.84 feet to a building corner;

S 69°02'26" E, a distance of 3.52 feet to a building corner;

N 20°35'43" E, a distance of 1.44 feet to a building corner;

S 70°09'12" E, a distance of 8.11 feet to a building corner;

S 20°35'43" W, a distance of 1.50 feet to a building corner;

S 69°24'17" E, a distance of 3.20 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 18°07'02" W, a distance of 1.53 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 24°26'39" E, a distance of 6.14 feet to a set  $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

S 69°10'07" E, a distance of 7.54 feet to a building corner;

N 65°04'44" E, a distance of 6.15 feet to a building corner;

N 22°24'23" E, a distance of 1.32 feet to a building corner;

S 74°33'03" E, a distance of 1.71 feet to a building corner;

N 20°30'36" E, a distance of 34.36 feet to a building corner;

S 66°38'21" E, a distance of 0.70 feet to a building corner;

N 64°56'34" E, a distance of 6.42 feet to a building corner;

N 20°22'28" E, a distance of 1.86 feet to a building corner;

S 79°00'42" E, a distance of 0.51 feet to a building corner;

N 20°46'01" E, a distance of 5.08 feet to a building corner;

N 44°51'01" W, a distance of 0.40 feet to a building corner;

N 18°56'44" E, a distance of 1.90 feet to a building corner;

N 24°15'55" W, a distance of 5.73 feet to a building corner;

N 66°38'21" W, a distance of 1.24 feet to a building corner;

N 19°55'18" E, a distance of 6.01 feet to a building corner;

N 69°29'57" W, a distance of 17.23 feet to a building corner;

S 21°03'05" W, a distance of 6.00 feet to a building corner;

N 69°30'46" W, a distance of 8.49 feet to a building corner;

N 21°03'05" E, a distance of 23.00 feet to a building corner;

THENCE: Departing said building and continuing over and across said Lot 12 the following bearings and distances:

S 74°58'56" E, a distance of 68.46 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 15°01'04" E, a distance of 164.65 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 75°00'34" W, a distance of 173.93 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 14°59'26" E, a distance of 349.64 feet to a set  $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

N 33°54'50" W, a distance of 94.26 feet to a set  $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

THENCE: N 75°00'34" W, a distance of 115.70 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point on curve;

THENCE: Along a non-tangent curve to the left, said curve having a radial bearing of N 85°43'31" W, a radius of 113.50 feet, a central angle of 17°43'06", a chord bearing and distance of N 04°35'04" W, 34.96 feet, for an arc length of 35.10 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the west line of Lot 12 and the east right-of-way line of Alamo Street, a variable width right-of-way;

THENCE: Along the east right-of-way line of Alamo Street with a non-tangent curve to the left, said curve having a radial bearing of N 80°47'27" W, a radius of 863.00 feet, a central angle of 04°12'18", a chord bearing and distance of N 07°06'24" E, 63.32 feet, for an arc length of 63.34 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

THENCE: Along a reverse curve to the right, said curve having a radius of 25.00 feet, a central angle of 99°59'12", a chord bearing and distance of N 54°59'51" E, 38.30 feet, for an arc length of 43.63 feet to the POINT OF BEGINNING

### SAVE AN EXCEPT

A 1.187 acre, or 51,725 square feet more or less, tract of land out of Lot 12 and that 1.674 acre Public Waterway, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and out of that tract described in deed to the City of San Antonio as a 15.813 acre tract recorded in Volume 5505, Pages 957-962, and a 1.674 acre tract recorded in Volume 7573, Pages 538-541 both of the Deed Records of Bexar County, Texas and being all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.187 acre tract being further described by metes and bounds with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD83(1996).

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 47°17'04" E, over and across said Lot 12 a distance of 847.75 feet to the POINT OF BEGINNING at North 13,700,689.75, East 2,132,075.09 of said coordinate system and on the internal northwest face of a wall of the Convention Center;

THENCE: N 15°01'04" E, with the face of said wall, a distance of 386.49 feet to a point;

THENCE: N 74°58'56" W, a distance of 9.59 feet to a point;

THENCE: N 15°01'04" E, a distance of 117.54 feet to a point;

THENCE: S 74°58'56" E, a distance of 72.23 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 15°01'04" W, a distance of 26.00 feet to an iron rod with cap marked "Pape-Dawson";

THENCE: S 74°58'56" E, a distance of 39.58 feet to an iron rod with cap marked "Pape-Dawson";

THENCE: S 15°01'04" W, a distance of 477.83 feet to a building corner;

THENCE: N 76°12'58" W, a distance of 21.86 feet to a building corner;

THENCE: S 15°01'04" W, a distance of 5.30 feet to an iron rod with cap marked

"Pape-Dawson";

THENCE: N 74°37'10" W, a distance of 21.63 feet to a building corner;

THENCE: N 15°22'50" E, a distance of 5.88 feet to a building corner;

THENCE: N 75°25'25" W, a distance of 58.77 feet to the POINT OF BEGINNING,

and containing a net 8.926 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete

and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013.

JOB NO. 9390-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Park - Tract 1.docx

TBPE Firm Registration #470 TBPLS Firm Registration #100288-00

### TRACT 2

# FIELD NOTES FOR PARKLAND – TRACT 2

A 4.081 acre, or 177,755 square feet more or less, tract of land out of that out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as a 11.650 acre tract recorded in Volume 6205, Pages 537-543 of the Deed Records of Bexar County, Texas in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 4.081 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

BEGINNING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE:

With the east right-of-way line of said South Alamo Street, the west line of said Lot 12 and said 11.650 acre tract, the following bearings and distances;

N 01°30'25" E a distance of 147.52 feet to a set ½" iron rod with cap marked "Pape-Dawson"

N 01°20'54" E a distance of 266.01 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the northwest corner of the herein described tract;

THENCE:

Departing the east right-of-way line of said South Alamo Street, the west line of said Lot 12 and said 11.650 acre tract, over and across said Lot 12 and said 11.650 acre tract, the following bearings and distances;

S 88°39'06" E a distance of 202.79 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 01°59'47" E a distance of 101.52 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of curvature;

Along a tangent curve to the right, said curve having a radius of 140.00 feet, a central angle of 34°25'39", a chord bearing and distance of N 19°12'37" E, 82.86 feet, for an arc length of 84.12 feet to a set ½" iron rod with cap marked "Pape-Dawson" for a point of compound curvature;

Along a compound curve to the right, said curve having a radius of 25.00 feet, a central angle of 28°14'48", a chord bearing and distance of N 50°32'50" E, 12.20 feet, for an arc length of 12.32 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the north corner of the herein described tract;

Along a non-tangent curve to the left, said curve having a radial bearing of N 44°47'38" E, a radius of 175.00 feet, a central angle of 06°00'44", a chord bearing and distance of S 48°12'45" E, 18.36 feet, for an arc length of 18.36 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

Along a curve to the right, said curve having a radius of 475.00 feet, a central angle of 07°29'04", a chord bearing and distance of S 47°28'35" E, 62.00 feet, for an arc length of 62.05 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 43°44'03" E a distance of 239.06 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 47°22'16" W a distance of 63.34 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 64°00'16" W a distance of 54.87 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 49.50 feet, a central angle of 22°25'10", a chord bearing and distance of S 52°47'41"

W, 19.25 feet, for an arc length of 19.37 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 41°35'06" W a distance of 173.84 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 48°17'42" E a distance of 171.73 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE:

S 44°23'47" W a distance of 138.26 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the south line of said Lot 12 and north right-of-way line of Cesar Chavez Boulevard, formerly Durango Boulevard, a variable width public right-of-way for the southeast corner of the herein described tract and a point on curve;

THENCE:

With the north right-of-way line of said Cesar Chavez Boulevard, the south line of said Lot 12 and said 11.650 acre tract, the following bearings and distances:

Along a non-tangent curve to the left, said curve having a radial bearing of S 11°45'53" W, a radius of 1255.00 feet, a central angle of 10°23'11", a chord bearing and distance of N 83°25'42" W, 227.19 feet, for an arc length of 227.50 feet to a found iron rod with cap marked "Northstar";

N 88°37'17" W a distance of 32.52 feet to a found ½" iron rod;

THENCE:

Along a tangent curve to the right, said curve having a radius of 25.00 feet, a central angle of 90°07'43", a chord bearing and distance of N 43°33'26" W, 35.39 feet, for an arc length of 39.33 feet to the POINT OF BEGINNING, and containing 4.081 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE:

December 12, 2013

JOB NO.

9390-13

DOC. ID.

 $C: \label{local-community} C: \label{local-com$ 

Master Agreement Between HPARC COSA and HPPFC.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

#### FIELD NOTES

### **FOR**

### PARK TRACT 3

A 1.662 acre, or 72,379 square feet, tract of land, being comprised of a 2.083 acre, or 90,740 square feet more or less, tract SAVE AND EXCEPT a 0.421 acre, or 18360 square feet, tract out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 1.662 acre tract being 2.083 acres, or 90,740 square feet more or less, SAVE AND EXCEPT a 0.421 acre, or 18,360 square feet more or less, tract and more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30′25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE:

N 67°28'59" E, over and across said Lot 12, a distance of 697.75 feet to to a set ½" iron rod with cap marked "Pape-Dawson" THE POINT OF BEGINNING at North 13,700,381.93, East 2,132,096.77 of said coordinate system, and from which a found iron rod with cap marked "RODS" at the north corner of that 4.595 acre tract conveyed to the United States of America (the Federal Courthouse) bears S 17°46'21", a distance of 5.65 feet;

THENCE:

Over and across said lot 12 the following bearings and distances:

N 44°23'47" E, a distance of 68.83 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the right, said curve having a radius of 35.00 feet, a central angle of 60°05'24", a chord bearing and distance of N 74°26'29" E, 35.05 feet, for an arc length of 36.71 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 75°30'49" E, a distance of 346.64 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the right, said curve having a radius of 135.00 feet, a central angle of 29°54'30", a chord bearing and distance of S

60°33'34" E, 69.67 feet, for an arc length of 70.47 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 50°46'25" W, a distance of 12.16 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 140.00 feet, a central angle of 54°09'10", a chord bearing and distance of S 23°41'50" W, 127.45 feet, for an arc length of 132.32 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

Along a compound curve to the right, said curve having a radius of 110.00 feet, a central angle of 45°59'36", a chord bearing and distance of S 19°37'04" W, 85.95 feet, for an arc length of 88.30 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 42°36'52" W, a distance of 83.60 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 45°56'36" W, a distance of 17.62 feet to a set ½" iron rod with cap marked "Pape-Dawson" on the northeast line of said 4.595 acre tract;

THENCE: N 45°33'20" W, with the northeast line of said 4.595 acre tract a distance

of 367.15 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 43°44'03" W, a distance of 82.92 feet to the POINT OF BEGINNING.

and containing 2.083 acres in the City of San Antonio, Bexar County,

Texas;

### SAVE AND EXCEPT

A 0.421 acre, or 18,360 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 0.42148 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996);

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30′25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE:

N 82°52'28" E, over and across said Lot 12, a distance of 847.48 to a corner of a concrete slab and THE POINT OF BEGINNING at North 13,700,219.88, East 2,132,293.12 of said coordinate system;

N 44°40'35" E, a distance of 63.59 feet to a building corner;

THENCE:

With building face the following bearings and distances: S 45°37'29" E, a distance of 7.95 feet to a building corner; N 44°29'26" E, a distance of 14.61 feet to a building corner; N 45°40'46" W, a distance of 12.94 feet to a building corner; N 44°22'48" E, a distance of 14.99 feet to a building corner; S 45°52'30" E, a distance of 12.92 feet to a building corner; N 44°32'12" E, a distance of 27.65 feet to a building corner: S 45°25'01" E, a distance of 24.67 feet to a building corner; N 44°47'55" E, a distance of 8.01 feet to a building corner; S 45°29'41" E, a distance of 24.65 feet to a building corner: N 44°56'16" E, a distance of 7.97 feet to a building corner; S 45°26'46" E, a distance of 24.55 feet to a building corner; N 44°33'14" E, a distance of 8.00 feet to a building corner; S 45°26'46" E, a distance of 23.70 feet to a building corner; N 44°33'14" E, a distance of 10.00 feet to a building corner; S 45°26'46" E, a distance of 16.00 feet to a building corner; S 44°33'14" W, a distance of 18.00 feet to a building corner; S 45°26'46" E, a distance of 38.70 feet to a building corner; S 44°33'14" W, a distance of 62.70 feet to a building corner; N 45°26'46" W, a distance of 38.70 feet to a building corner; S 44°33'14" W, a distance of 81.60 feet to a building corner; N 45°21'00" W, a distance of 16.00 feet to a building corner; N 44°47'33" E, a distance of 12.93 feet to a building corner; N 45°27'04" W, a distance of 58.89 feet to a building corner; S 44°56'32" W, a distance of 5.54 feet to a building corner:

THENCE:

:

N 45°27'01" W, a distance of 46.79 feet to the POINT OF BEGINNING, and containing a net 1.662 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: DATE:

Pape-Dawson Engineers, Inc. December 12, 2013

JOB NO. 9390-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Parkland - Tract 3.docx TBPE Firm Registration #470 TBPLS Firm Registration #100288-00

### FIELD NOTES

### **FOR**

### PARK TRACT 4

A 3.165 acre, or 137,858 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of those tracts described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 and a 5.222 acre tract recorded in Volume 7101, Pages 565-569 of the Deed Records of Bexar County, Texas, and all in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 3.165 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE:

S 85°15'06" E, over and across said Lot 12, a distance of 1001.67 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract said point being N 42°36'52" E, a distance of 0.32 feet from the northeast line of that called 4.595 acre tract described in deed recorded in Volume 5701, Pages 384-386 of the Deed Records of Bexar County, Texas;

THENCE:

Over and across said Lot 12 the following bearings and distances:

N 42°36'52" E, a distance of 84.36 feet to an iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the left, said curve having a radius of 140.00 feet, a central angle of 45°59'36", a chord bearing and distance of N 19°37'04" E, 109.39 feet, for an arc length of 112.38 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

Along a curve to the right, said curve having a radius of 110.00 feet, a central angle of 54°09'10", a chord bearing and distance of N 23°41'50" E, 100.14 feet, for an arc length of 103.97 feet to a point;

N 50°46'25" E, a distance of 12.16 feet to a ½" iron rod with cap marked "Pape-Dawson" at a point on curve;

THENCE:

Along a non-tangent curve to the right, said curve having a radial bearing of S 57°09'11" W, a radius of 135.00 feet, a central angle of 15°59'29", a chord bearing and distance of S 24°51'04" E, 37.56 feet, for an arc length

of 37.68 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of reversing curvature;

THENCE:

Along a curve to the left, said curve having a radius of 165.00 feet, a central angle of 57°27'54", a chord bearing and distance of S 45°35'16" E, 158.64 feet, for an arc length of 165.49 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 74°19'13" E, a distance of 265.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";

S 15°40'47" W, a distance of 85.30 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature;

Along a tangent curve to the right, said curve having a radius of 185.00 feet, a central angle of 29°02'53", a chord bearing and distance of S 30°12'13" W, 92.79 feet, for an arc length of 93.79 feet to a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency;

S 44°43'40" W, a distance of 236.44 feet to a set  $\frac{1}{2}$ " iron rod with cap marked "Pape-Dawson";

THENCE:

N 45°56'36" W, at a distance of 313.28 feet passing a found ½" iron rod falling 0.95 feet left of line at the east corner of the aforementioned called 4.595 acre tract and continuing for a total 406.48 feet to the POINT OF BEGINNING and containing 3.165 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 12, 2013 JOB NO. 9390-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Parkland - Tract 4.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00

### FIELD NOTES

### FOR PARK TRACT 5

A 0.530 acre, or 23,103 square feet more or less tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas and in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 0.530 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996), and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: N 88°01'11" E, over and across said Lot 12, a distance of 1379.79 feet to a set ½" iron rod with cap marked "Pape-Dawson" and THE POINT OF BEGINNING of the herein described tract, said point of beginning being at North 13,700.162.45, East 2,132,831.06 of said coordinate system;

THENCE: N 15°40'47" E, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along a non-tangent curve to the right, said curve having a radial bearing of N 45°40'47" E, a radius of 80.00 feet, a central angle of 300°00'00", a chord bearing and distance of S 74°19'13" E, 80.00 feet, for an arc length of 418.88 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 15°40'47" W, a distance of 44.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 74°19'13" W, a distance of 80.00 feet to the POINT OF BEGINNING, and containing 0.530 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc. December 12, 2013

JOB NO. 9390-13

DOC. ID. N:\Survey13\13-9300\9390-13\Word\Parkland - Tract 5.docx

TBPE Firm Registration #470 TBPLS Firm Registration #100288-00

### FIELD NOTES

#### FOR

### PARK TRACT 6

A 0.104 acre, or 4,524 square feet more or less, tract of land out of Lot 12, Block 3, New City Block 13814 of the Civic Center Project No. 5 Tex. R-83 Urban Renewal Agency subdivision recorded in Volume 9518, Pages 122-126 of the Deed and Plat Records of Bexar County, Texas and being out of that tract described in deed to the City of San Antonio as an 18.422 acre tract recorded in Volume 6433, Pages 177-181 of the Deed Records of Bexar County, Texas and in New City Block 13814 of the City of San Antonio, Bexar County, Texas. Said 0.104 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (1996) and combined scale factor 0.999830028895;

COMMENCING: At a set ½" iron rod with cap marked "Pape-Dawson" at a point of tangency on the east right-of-way line of South Alamo Street, a variable width right-of-way, at the southwest corner of said Lot 12, being N 1°30'25" E, a distance of 25.06 feet from the intersection of the north right-of-way line of Cesar Chavez Boulevard and the east right-of-way line of South Alamo Street, said point of commencing at North 13,700,114.77 and East 2,131,452.33 of said coordinate system;

THENCE: S 73°23'39" E, over and across said Lot 12, a distance of 1376.50 feet to a set ½" iron rod with cap marked "Pape-Dawson" for the southwest corner of a 2.362 acre tract surveyed concurrently;

THENCE: N 44°43'40" E, a distance of 235.97 to a set ½" iron rod with cap marked "Pape-Dawson" at a point of curvature and THE POINT OF BEGINNING of the herein described tract, said point of beginning being at North 13,699,889.07, East 2,132,937.23 of said coordinate system;

THENCE: Along a tangent curve to the left, said curve having a radius of 225.00 feet, a central angle of 29°02'53", a chord bearing and distance of N 30°12'13" E, 112.85 feet, for an arc length of 114.07 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 15°40'47" E, a distance of 65.30 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: S 74°19'13" E, a distance of 68.65 feet to an iron rod with cap marked "Pape-Dawson" at the northwest corner of said 2.362 acre tract;

THENCE: S 44°43'40" W, a distance of 199.67 feet to the POINT OF BEGINNING, and containing 0.10385 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the

ground and a survey description and map prepared under job number 9390-13 by Pape-Dawson Engineers, Inc. Monumentation in progress, a brass nail stamped "Pape-Dawson" may substitute on concrete and a magnetic concrete nail set in brick pavers.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE:

December 12, 2013

JOB NO.

9390-13

DOC. ID.

N:\Survey13\13-9300\9390-13\Word\Parkland - Tract 6.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-00