

Property Redevelopment Agreement

This Property Redevelopment Agreement is entered into between the City and Riverwalk, as those parties are defined below, as of the date of the later of the signatures on behalf of the parties.

Background:

UVN Texas currently owns the Property, and has agreed to sell the Property to Riverwalk.

Riverwalk's redevelopment required the City to release certain easements burdening the Property.

City would ordinarily charge fair-market value for release of the easements as required by Sec. 37-14 of the City Code of San Antonio, Texas, which the parties acknowledge is \$973,000.

In this case, the City Council authorized waiver of fair-market value in exchange for the mutual covenants and promises of this agreement.

Rights and Obligations:

1. Definitions and Identifying Information.

Authorizing Ordinance: 2013-06-20-0453

City: City of San Antonio, a Texas municipal corporation

City's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Assistant Director for Real Estate, CIMS
Department)

Easements: As described in **Exhibit A**, attached hereto

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

Riverwalk's Address: 6300 Bridge Point Parkway
Building Three, #300
Austin, Texas 78730

Property: A parcel of land in San Antonio, Bexar County, Texas, bounded on the east by St. Mary's Street, on the south by Cesar Chavez Street, on the west by the San Antonio River, and on the north by Lot 17, NCB 179, the Property's location being shown on **Exhibit B**.

UVN Texas: UVN Texas, LP., a Delaware limited partnership

2. Release of Easements.

Upon notice from Riverwalk that Riverwalk has taken title to the Property, City will deliver to Riverwalk recordable releases, in the form attached hereto as **Exhibit C** of the easements the release of which was authorized by the Authorizing Ordinance.

3. Replatting of the Property.

Riverwalk must, promptly upon the execution and delivery of this agreement proceed with replatting the Property. The replat must vacate all existing utility easements and may dedicate only such new utility easements as are reasonably necessary for obtaining utility services to the Property. In addition, the replat must dedicate an additional 14-feet of public-street right-of-way along the Property's entire boundaries with Cesar Chavez and St. Mary's Streets.

4. Housing Units.

Not later than December 31, 2015, approximately 350 residential apartments or condominiums or other residences on the Property must be available for rent or sale to the public and must be occupied or ready for immediate occupancy.

5. Fee for Release of Easements.

5.01. The fee for releasing the easements provided for in this agreement is \$973,000. City waives that fee, contingent on Riverwalk satisfactorily and timely completing all obligations of this agreement. If Riverwalk fails to satisfactorily and timely complete all its obligations, it must pay the City \$973,000. To evidence this obligation, contemporaneously with the execution and delivery of this agreement, Riverwalk must execute and deliver to City a contingent promissory note in the form attached as **Exhibit D**.

5.02. If Riverwalk both satisfactorily and timely competes its obligations under this agreement, City will write "canceled" across the face of the original note and return it to Riverwalk. The cancelation and return of the note may be made by the Director of the Center City Development Office without further council action.

6. Time of Essence.

Time is of the essence in Riverwalk's performance of its obligations under this agreement.

7. Miscellaneous.

7.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

7.02. *Severability.* If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

7.03. *Successors.* This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

7.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

7.05. *Modification.* Any modification of this Agreement must be authorized by an ordinance adopted by City Council that specifically addresses the modification.

7.06. *Third Party Beneficiaries.* This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.

7.07. *Notices.* Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice.

7.08. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

7.09. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be necessary to effect fully the provisions hereof. But

no such additional documents can alter the rights or obligations of the parties stated in this agreement.

7.10. *Incorporation of Exhibits.* All exhibits to this agreement are incorporated into it for all purposes as if fully set forth.

In Witness Whereof, the parties have caused their representatives to set their hands:

City of San Antonio,
a Texas municipal corporation

By: 

Printed
Name: F. MIKE ETIENNE

Title: ASSISTANT DIRECTOR

Date: 8/14/13

Approved As To Form:


City Attorney

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

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

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

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

By: 

Printed
Name: DEREK BROWN

Title: VICE PRESIDENT

Date: : 8/14/13 -

Exhibits:

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Exhibit A: Easements

Permanent Easement in favor of City of San Antonio, recorded at Volume 2480 Page 1321 of the real property records of Bexar County.

Easement retained by the City of San Antonio in that certain Quitclaim Deed recorded at Volume 2480 Page 1324 of the real property records of Bexar County, Texas.

Permanent Easement in favor of City of San Antonio, recorded at Volume 2661 Page 1346 of the real property records of Bexar County, Texas.

Easement retained by the City of San Antonio in that certain Quitclaim Deed recorded at Volume 2719 Page 439 of the real property records of Bexar County, Texas.

Easement retained by the City of San Antonio in that certain Deed recorded at Volume 3611 Page 590 of the real property records of Bexar County, Texas, and as set forth in the Ordinance recorded at Volume 3611 page 593 of the real property records of Bexar County.

Exhibit B: Location of Property

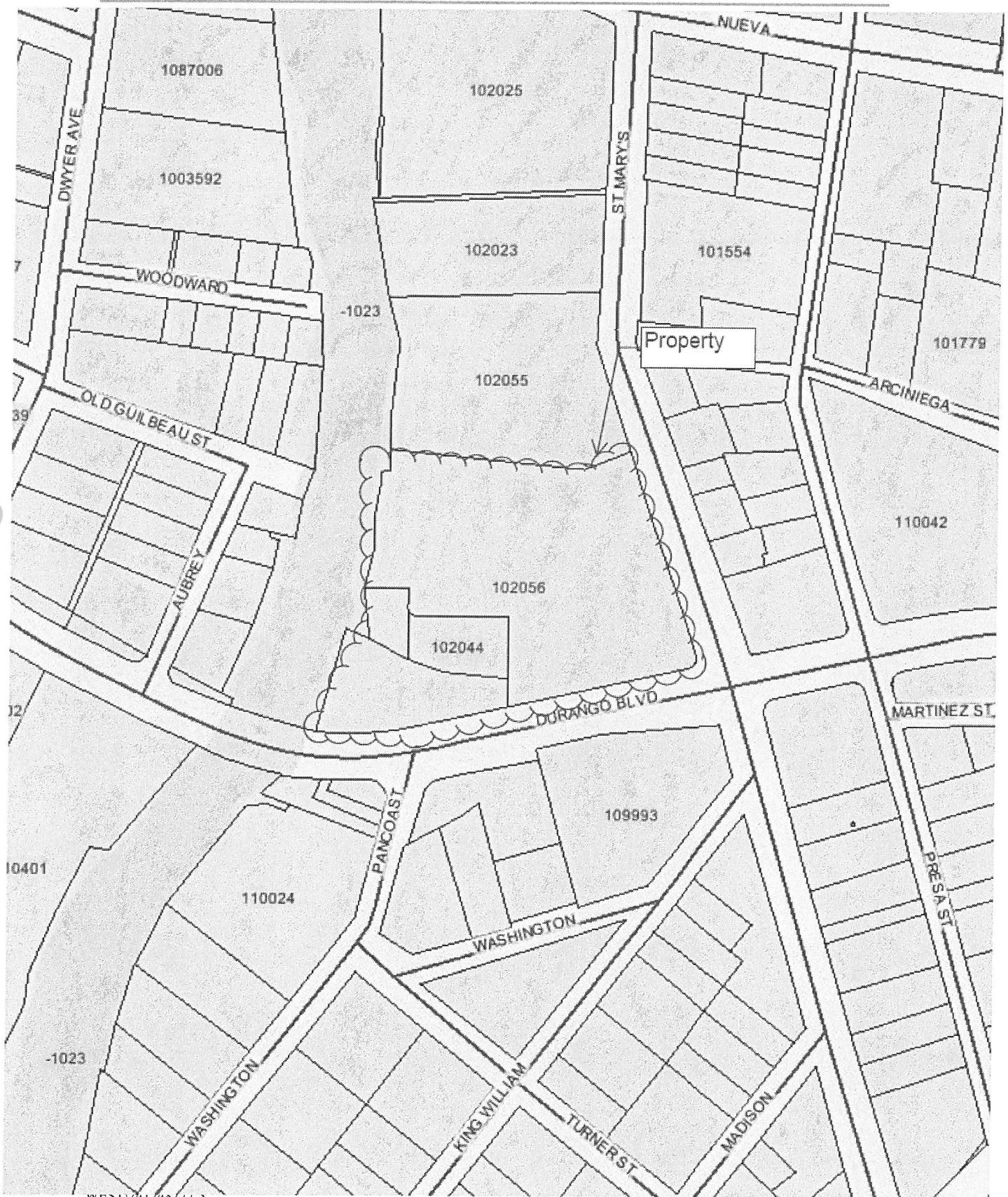


EXHIBIT C

RELEASE OF EASEMENTS

STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

THIS *RELEASE OF EASEMENTS* (this "*Release*") is made and entered into to be effective as of October 24, 2013 (the "*Effective Date*"), by CITY OF SAN ANTONIO, A TEXAS MUNICIPAL CORPORATION ("*City*").

City is the owner of the following easements (collectively the "*Easements*"):

Permanent Easement in favor of City of San Antonio, recorded at Volume 2480 Page 1321 of the real property records of Bexar County, Texas, attached hereto as **Exhibit 1.**

Easement retained by the City of San Antonio in that certain Quitclaim Deed recorded at Volume 2480 Page 1324 of the real property records of Bexar County, Texas, attached hereto as **Exhibit 2.**

Permanent Easement in favor of City of San Antonio, recorded at Volume 2661 Page 1346 of the real property records of Bexar County, Texas, attached hereto as **Exhibit 3.**

Easement retained by the City of San Antonio in that certain Quitclaim Deed recorded at Volume 2719 Page 439 of the real property records of Bexar County, Texas, attached hereto as **Exhibit 4.**

Easement retained by the City of San Antonio in that certain Deed recorded at Volume 3611 Page 590 of the real property records of Bexar County, Texas, and as set forth in the Ordinance recorded at Volume 3611 page 593 of the real property records of Bexar County, each attached hereto as **Exhibit 5.**

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City has ABANDONED, RELEASED and DISCHARGED and does hereby ABANDON, RELEASE and DISCHARGE the Easements.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the Effective Date.

CITY:

City of San Antonio,
a Texas municipal corporation

By: [Signature]

Printed

Name: F. MIKE ETIENNE

Title: ASSISTANT DIRECTOR

Date: 10/24/13

Approved As To Form:

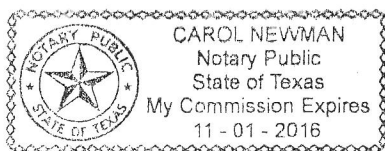
[Signature]
City Attorney

State of Texas §

County of Bexar §

This instrument was acknowledged before me this date by F. MIKE ETIENNE, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date: 10.24.13



[Signature]
Notary Public, State of Texas

My Commission expires: _____

Exhibit 1 to Release of Liens

<p>GP# PLEASE RETURN TO Mr. Jim Thompson San Antonio River Authority P. O. Box 9284 San Antonio, Texas 78204</p>	<p>GP# 81-02-404 JPR \$5.00</p>
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386145

PERMANENT EASEMENT

STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That the SPANISH INTERNATIONAL COMMUNICATIONS CORPORATION, hereinafter called GRANTOR, for and in consideration of the sum of ELEVEN THOUSAND FOUR HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$11,475.00) to GRANTOR in hand paid by the CITY OF SAN ANTONIO, a municipal corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, any by these presents does GRANT, SELL AND CONVEY unto the CITY OF SAN ANTONIO, Bexar County, a perpetual and assignable easement and right-of-way for the purposes of constructing the San Antonio Channel Improvement Project, Unit 8-3-2, as authorized by the Flood Control Act of 1954, approved September 3, 1954, (Public Law 780-83rd Congress, 2nd Session) and House Document No. 344. This perpetual and assignable easement is for the construction, operation and maintenance of property line curbs, walks, fences and other appurtenances required for the flood control project, and for the flowage and drainage of water in, upon, over, across, and under the following described land, to-wit:

Being an irregular parcel of land containing 1207 square feet, more or less, out of a tract of land known as Lots 9 and A-9, New City Block 179, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more specifically described as follows:

COMMENCING at a half inch pin found on the North right-of-way of Durango Boulevard and on the East side of the San Antonio River;

THENCE: N 15° 30' 47" E, 183.78 feet to the point of beginning;

THENCE: N 15° 21' 11" E, 99.01 feet to a point;

THENCE: N 00° 31' 56" W, 6.96 feet to a point;

THENCE: N 89° 58' 39" E, 20.00 feet to a point;

THENCE: S 21° 42' 59" W, 111.69 feet to a point;

THENCE: N 74° 38' 49" W, 5.00 feet to the POINT OF BEGINNING.

This perpetual and assignable easement gives the CITY OF SAN ANTONIO the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land all existing structures, trees and brush, or other obstructions, which endanger or may interfere with the exercise of the rights herein granted; and GRANTOR expressly covenants and agrees for its legal representatives, successors and/or assigns, that no permanent building or structures of any kind will be placed on said easement right-of-way herein granted.

VOL 2480, P. 1321

GRANTOR agrees that the above-cited consideration for said Easement includes full accord, satisfaction, and compensation for all demands and damages, if any, to the GRANTOR, to the above-described property or to the remaining property of GRANTOR, if any, caused by the above-described construction.

TO HAVE AND TO HOLD the above described easement and rights unto the CITY OF SAN ANTONIO, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned and GRANTOR hereby binds itself, its legal representatives, successors and/or assigns, to WARRANT AND FOREVER DEFEND all and singular the said above described easement and rights unto the CITY OF SAN ANTONIO, its successors and assigns, against every person whosoever lawfully claiming or to claim the same of any part thereof.

EXECUTED this 11 day of December, 19 81

GRANTOR:

SPANISH INTERNATIONAL
COMMUNICATIONS CORPORATION

By: Emilio Nicolas

ATTEST:

STATE OF TEXAS

COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Emilio Nicolas known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 1981.

THE STATE OF TEXAS I
COUNTY OF BEXAR I

Notary Public, Bexar County, Texas

My commission expires: _____

(Corporate Acknowledgment)

Before me, the undersigned authority, on this day personally appeared EMILIO NICOLAS, vice President of SPANISH INTERNATIONAL COMMUNICATIONS CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 11th day of December, A.D. 1981



John Paul Rivers
Notary Public in and for Bexar
County, Texas.

Vol. 2480-1322

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK TEXAS CO.

1981 DEC 14 PM 3:58

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that the foregoing was Filed in
the Public Records of this County on the 14th day of December
1981, and was duly acknowledged before me by me, and was duly
recorded in the Public Records of this County, Texas on

DEC 14 1981



Robert D. Green
County Clerk
BEXAR COUNTY TEXAS

66606110 00:58

10 187121 2

Vol. 2480 p. 1323

Exhibit 2 to Release of Liens

na 10/28/81

386146

QUITCLAIM DEED

S. P. #51-32-8
CP# 51-02-404
JFA/bb
65.00

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN ANTONIO, a municipal corporation incorporated under the laws of the State of Texas, hereinafter called "Grantor" acting by and through Luis J. Fox, Deputy City Manager, pursuant to Ordinance No. 54520, dated the 16th day of November, 1981, duly adopted by the City Council of said City, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, has BARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE unto SPANISH INTERNATIONAL COMMUNICATIONS CORPORATION, all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

Being 0.099 acres of land out of a portion of Tolle Place more particularly described as follows:

BEGINNING at an iron pin set on the south right-of-way line of Tolle Place said point being 301.85 ft. in a westerly direction from the intersection of the south right-of-way line of Tolle Place with the west right-of-way line of S. St. Mary's St.;

THENCE: W 71° 21' W, 112.79 ft. along the existing south line of Tolle Pl. to an iron pin set for the southwest corner of this tract;

THENCE: N 18° 37' E, 36.50 ft. along the west line of Tolle Pl. to an iron pin set for the northwest corner of this tract;

THENCE: S 71° 21' E, 112.81 ft. along the north line of Tolle Pl. to an iron pin set for the northeast corner of this tract;

THENCE: E 18° 39' W, 36.50 ft. to the POINT OF BEGINNING and containing 0.099 acres (4362.75 sq. ft.) of land.

It is understood and agreed that the grantor is hereby retaining an easement over and upon the above described property for storm drainage and/or other utilities, together with the rights of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, and maintaining said facilities.

together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforescribed premises unto the said SPANISH INTERNATIONAL COMMUNICATIONS CORPORATION, its successors and assigns forever.

WITNESSE MY HAND this 16th day of November, 1981.

CITY OF SAN ANTONIO

BY: [Signature] Deputy City Manager

VA 2430-1324

10/29/81

S. F. #81-32-8

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Robert D. Green, City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of San Antonio and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of November, 1981.



Robert D. Green
Notary Public in and for Bexar County, Texas

My Commission expires: 9-30-84

PLEASE RETURN TO:
SAFFELLE, GOODE,
DAVIDSON & TROILLO
San Antonio Savings Bldg.
San Antonio, Texas 78205
ATTN: Mr. Troillo

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was filed in
the Public Records of said County of Bexar, Texas on
this 14th day of November, 1981.



DEC 14 1981

Robert D. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK
BEXAR COUNTY, TEXAS
DEC 14 PM 3:58

WM 2480-1325

2 121481 01

\$5.00 01705740

(2)

Exhibit 3 to Release of Liens

PLEASE RETURN TO:
SAN ANTONIO RIVER AUTHORITY
P. O. Box 9284
San Antonio, Texas 78204

OFF 81-04-403
JPR/bb
\$7.00

DEED

SACIP UNIT 8-3-2
PARCEL NO. 179-7, 8, 9, 10 and 11

450863

PERMANENT EASEMENT

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT, the ST. MARY'S DEVELOPMENT COMPANY, a Texas Corporation, domiciled in Bexar County, Texas, hereinafter called GRANTOR, for and in consideration of the sum of TEN DOLLARS AND NO/100 DOLLARS (\$10.00) cash, and other valuable consideration, to GRANTOR in hand paid by the CITY OF SAN ANTONIO, a municipal corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, any by these presents does GRANT, SELL AND CONVEY unto the CITY OF SAN ANTONIO, Bexar County, a perpetual and assignable easement and right-of-way for the purposes of constructing the San Antonio Channel Improvement Project, Unit 8-3-2, as authorized by the Flood Control Act of 1954, approved September 3, 1954, (Public Law 780-83rd Congress, 2nd Session) and House Document No. 344. This perpetual and assignable easement is for the construction, operation and maintenance of property line curbs, walks, fences and other appurtenances required for the flood control project, and for the flowage and drainage of water in, upon, over, across, and under the following described land, to-wit:

being an irregular parcel of land containing 5,075 square feet, more or less, out of a tract of land known as Lots 7, 8, 9, 10 and 11, New City Block 179, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more specifically described as follows:

BEGINNING at a point on the Northwest right-of-way of St. Mary's Street and the Northeast corner of Lot 7;

THENCE: S 64° 13' 05" W, 317.56 feet along the dividing line between Lot 6 and 7 to the point of beginning;

THENCE: S 06° 37' 49" E, 66.63 feet to a point;

THENCE: S 05° 14' 43" W, 67.91 feet to a point;

THENCE: S 08° 15' 51" W, 57.09 feet to a point;

THENCE: S 02° 23' 35" W, 56.38 feet to a point;

THENCE: S 04° 11' 28" W, 48.60 feet to a point;

THENCE: S 69° 27' 26" W, 11.00 feet to a point;

THENCE: S 00° 32' 35" E, 116.21 feet to a point;

THENCE: S 89° 58' 39" W, 20.00 feet along the dividing line between Lots 11 and 9A to a point;

THENCE: N 00° 32' 38" W, 58.04 feet to a point on the dividing line between Lots 10 and 11;

THENCE: N 11° 13' 45" E, 49.02 feet to a point;

THENCE: N 00° 32' 34" W, 25.00 feet to a point;

THENCE: N 89° 27' 26" E, 15.00 feet to a point;

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THENCE: N 00° 32' 33" W, 33.48 feet to a point on the dividing line between Lots 9 and 10;
THENCE: N 02° 23' 35" E, 57.35 feet to a point;
THENCE: N 08° 15' 51" E, 57.35 feet to a point;
THENCE: N 05° 19' 43" E, 66.61 feet to a point;
THENCE: N 06° 37' 49" W, 66.61 feet to a point on the dividing line between Lots 6 and 7;
THENCE: N 89° 13' 05" E, 10.05 feet to the POINT OF BEGINNING.

This perpetual and assignable easement gives the CITY OF SAN ANTONIO the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land all existing structures, trees and brush, or other obstructions, which endanger or may interfere with the exercise of the rights herein granted; and GRANTOR expressly covenants and agrees for its legal representatives, successors and/or assigns, that no permanent building or structures of any kind will be placed on said easement right-of-way herein granted.

The consideration specified herein includes full accord, satisfaction and compensation of and for all demands and damages to the remaining property of the above-named GRANTOR, in any, by reason of the severance of the above-described real property therefrom.

TO HAVE AND TO HOLD the above described easement and rights unto the CITY OF SAN ANTONIO, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned and GRANTOR hereby binds itself, its legal representatives, successors and/or assigns, to WARRANT AND FOREVER DEFEND all and singular the said above described easement and rights unto the CITY OF SAN ANTONIO, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof.

EXECUTED this 1 day of September, A.D. 1982.

GRANTOR: ST. MARY'S DEVELOPMENT COMPANY

By: Charles F. Jordan, Jr.
Charles F. Jordan, Jr.
Vice President

ATTEST:

W. A. Jordan
Secretary

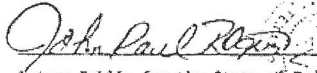
WM 2661 POK 1347

-2-

STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Charles F. Jordan, Jr., Vice President of St. Mary's Development Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 1 day
of September, 1982.


Notary Public for the State of Texas

My commission expires: _____

JOHN PAUL ROGERS
STATE OF TEXAS, NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 10, 1984

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-3-

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK TEXAS CO.
SEP -2 PM 3 43

all

STATE OF TEXAS
COUNTY OF TARRANT
I, ROBERT D. GREEN, County Clerk of said County, do hereby certify that the within and foregoing was filed in the Public Records of said County on the 2nd day of September, 1982, at 3:43 PM, and is a true and correct copy of the original as the same appears in the Public Records of said County.



SEP 2 1982

Robert D. Green
COUNTY CLERK TARRANT COUNTY TEXAS

2 090282 01

\$7.00 01775072

Vol 2681 p. 1349

Exhibit 4 to Releases of Lien

82-06-1158 CHP
\$9.00

/s/ 9/10/82

S. P. No. 82-18-7

511411

QUITCLAIM DEED

STATE OF TEXAS I
COUNTY OF BEXAR I

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN ANTONIO, a municipal corporation incorporated under the laws of the State of Texas, hereinafter called "Grantor" acting by and through Alexander E. Brising, Assistant City Manager, pursuant to Ordinance No. 55166, dated the 23rd day of September, 1982, duly adopted by the City Council of said City, for and in consideration of the sum of SEVENTY THOUSAND THREE HUNDRED AND NO/100 (\$70,300.00) DOLLARS in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, has BARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE unto THE RICHARD CHILL COMPANY, whose mailing address is 615 Soledad, San Antonio, Texas 78205, all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

BEING 0.258 acre, parcel of land known as "Tolle Place," San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING: At the point of intersection with the south right-of-way line of Tolle Place and the southwest right-of-way line of South St. Mary's Street, said point also being the northeast corner of Lot 2, New City Block 179 as recorded in Volume 3997, Page 339 in the Deed Records of Bexar County, Texas and said point also being the southeast corner of the 0.258 acre parcel herein described;

THENCE: S 89° 42' 42" W, leaving the southwest line of South St. Mary's Street along the south line of Tolle Place, a distance of 201.81 feet to a point for the southwest corner of this 0.258 acre parcel;

THENCE: N 00 deg. 46' 26" W, a distance of 28.04 feet to a point in the north right of way line of Tolle Place for the northwest corner of this 0.258 acre parcel;

THENCE: N 89 deg. 42' 42" E, along the north line of Tolle Place, a distance of 209.58 feet to a point in the southwest right of way line of South St. Mary's Street, said point also being the southeast corner of Lot 11, New City Block 179, as recorded in Volume 6719, Page 638, in the Deed Records of Bexar County, Texas, for the northeast corner of said 0.258 acre parcel;

THENCE: S 18 deg. 32' 26" E, with the extended southwest right of way line of South St. Mary's Street, a distance of 40.06 feet to the Point of Beginning and containing 0.258 acres or 11,247.48 square feet of land, more or less,

together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining.

It is understood and agreed that the Grantor is hereby retaining an easement over the entire area for drainage, water, sewer, gas, electric and telephone

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facilities.

TO HAVE AND TO HOLD the abovescribed premises unto the said THE RICHARD GILL COMPANY, its successors and assigns forever.

WITNESS MY HAND this 29th day of September, 1982.

CITY OF SAN ANTONIO

BY: [Signature]
Assistant City Manager

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on Sept. 29, 1982 by Alexander E. Bueck, Assistant City Manager on behalf of the City of San Antonio, a municipal corporation.



[Signature]
Notary Public in and for the State of
TEXAS
(Teela Gomez)
My Commission expires: 9-20-84

After recordation return to:
John Farmer
The Richard Gill Company
615 Soledad
San Antonio, TX 78205

2713 440

S. P. No. 82-18-7

CLOSING AND ABANDONING THE REMAINING PORTION OF TOLLE PLACE IN NEW CITY BLOCK 179, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNATE TO EXECUTE A QUITCLAIM DEED TO THE RICHARD GILL COMPANY, THE ADJACENT OWNER, FOR A CONSIDERATION OF \$70,300.00.

SECTION 1. That a remaining portion of Toile Place in New City Block 179 is hereby closed and abandoned as a public right-of-way. Said property being closed and abandoned being more particularly described in copy of Quitclaim Deed being attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED this 23rd day of September, 1982.

Henry Christian
M A Y O R

Roma S. Rodriguez
City Clerk

John G. Fisher
City Attorney

RECORDS'S MEASUREMENTS
ALL ON PAGE OF THE TEXT ON THIS PAGE
DO NOT CHANGE LENGTH FOR MATHEMATICS
... APPROXIMATE

STATE OF TEXAS
COUNTY OF BEXAR
CITY OF SAN ANTONIO

CERTIFIED COPY

The undersigned, the City Clerk of the City of San Antonio, in the State and County above
 stated, do hereby certify that the within and foregoing is a true and correct copy of the
 original of the same as the same is on file in the City of San Antonio, and that the same
 is a true and correct copy of the original of the same as the same is on file in the City of San Antonio.
 Given under my hand and the official seal of the City of San Antonio, this 2nd day of May, 1912.
 City Clerk John A. [Signature]

CERTIFIED COPY
 506

City of San Antonio, Texas
City Clerk, City of San Antonio

Vol. 2/19 p. 44

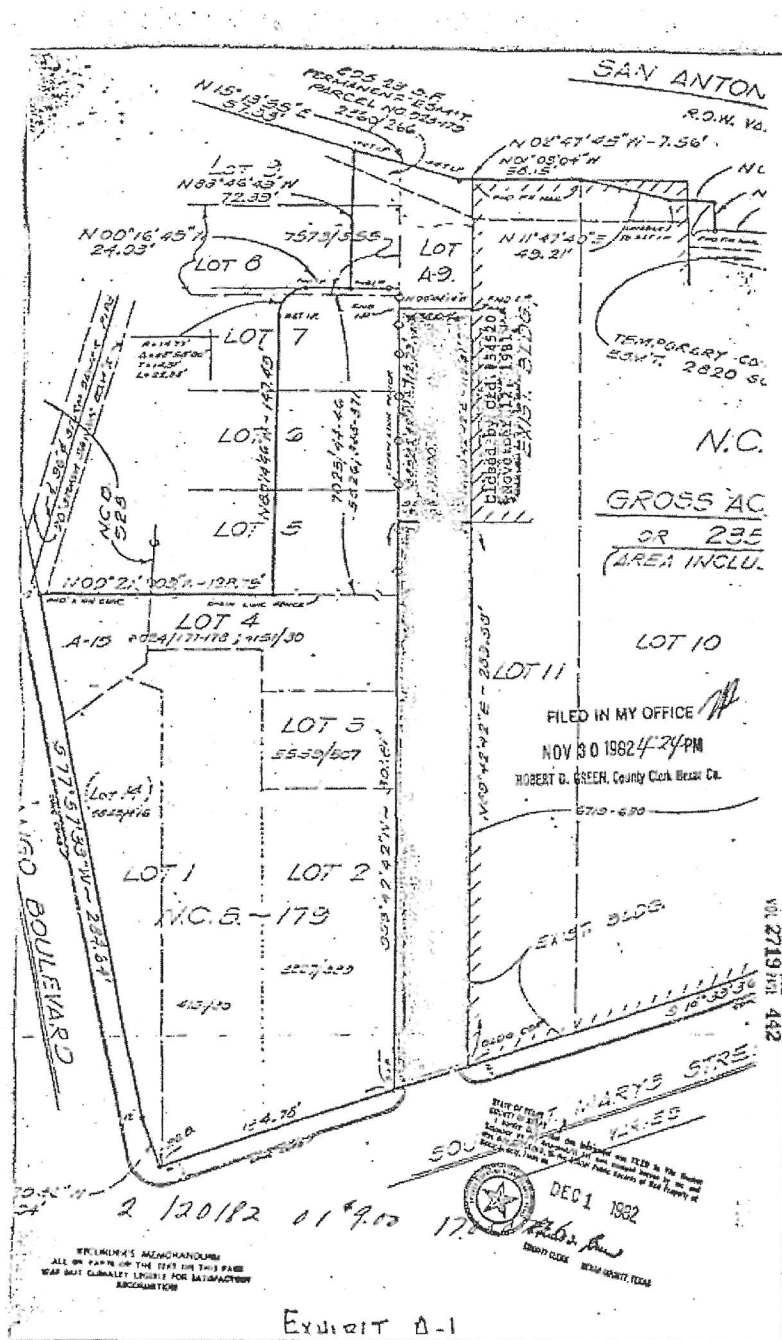


Exhibit 5 to Releases of Liens

VE 3611 REV 590

946485

THE STATE OF TEXAS,

COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:-

That for and in consideration of the sum of \$8,000.00 to the City of San Antonio paid by KCOR, Inc., a Texas corporation, the receipt of which is hereby acknowledged and confessed;

The City of San Antonio, a municipal corporation, has BARGAINED, SOLD, and CONVEYED, and by these presents does BARGAIN, SELL and CONVEY unto the said KCOR, Inc., subject to the easements below reserved, the following described land lying and being situated within the corporate limits of the City of San Antonio in the County of Bexar and State of Texas, being a portion of Lot A-1, New City Block 928, and described by metes and bounds as follows, to-wit:

BEGINNING at a point which is the intersection of the North line of Martinez Street, and the West line extended of Washington Street, said point being 491.20 feet West of South St. Mary's Street, measured along the North line of Martinez Street, and being the Southeast corner of this tract;

THENCE in a Westerly direction along the North line of Martinez Street, a distance of 121.54 feet to an angle point;

THENCE with an interior angle of $153^{\circ} 00'$ from East to Northwest, continue along the North line of Martinez Street, a distance of 16.80 feet to a point, which is the Southwest corner of this tract;

THENCE with an interior angle of $93^{\circ} 14'$ from Southeast to Northeast, a distance of 153.96 feet to a point, which is the Northwest corner of this tract;

THENCE with an interior angle of $87^{\circ} 09'$ from Southwest to Southeast, a distance of 80.65 feet to an angle point;

THENCE with an interior angle of $184^{\circ} 50'$ from Northwest to Southeast, a distance of 45.44 feet to a point, which is the Northeast corner of this tract;

THENCE with an interior angle of $89^{\circ} 17'$ from Northwest to Southwest, a distance of 106.27 feet to the point of BEGINNING.

TO HAVE AND TO HOLD the said premises, together with all the right, title and interest conveyed hereby in and to the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said KCOR, Inc., its successors and assigns, and the Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to said premises unto the Grantee, its successors and assigns against every person or persons whomsoever claiming or to claim the same or any part thereof, by, through or under it.

It is understood and agreed, however, that there are hereby accepted and reserved unto the Grantor, its successors and assigns, the following described storm sewer easements for the purpose of ingress and egress upon and through said property for the purpose of repairing, maintaining and replacing the existing storm sewers located therein; and it shall be an obligation and covenant of the

Grantee, its successors and assigns, as a covenant running with the land, to preserve and protect said storm sewers and to assume responsibility for and reimburse the City for any and all additional expense that may at any time hereafter be incurred by the City in the repair, maintenance and replacement of said storm sewers by reason of the construction by the Grantee, its successors and assigns, of any building or other structures upon said property; said easements are more particularly described as follows, to-wit:

- (a) A 20-foot storm sewer easement across the North part of said tract, whose center line extends from a point 70.60 feet North of the North line of Martinez Street, measured along the East line of said tract, to a point 123.48 feet North of the North line of Martinez Street, measured along the West line of said tract.
- (b) A 15-foot easement for a storm sewer connecting the above described, whose center line begins at a point 31.6 feet westerly along the center line of the above described easement from the east line of said tract and extending to a point in the north line of said tract, said point being 35.6 feet westerly from the Northeast corner of said tract.

There is attached hereto and made a part hereof a map and plat reflecting and describing the hereinabove property conveyed hereby, together with the storm sewer easements retained.

EXECUTED this 11 day of August, A.D. 1954, by the City of San Antonio acting by and through Ralph H. Winton, its City Manager, duly authorized thereunto.

CITY OF SAN ANTONIO
By Ralph H. Winton
Ralph H. Winton
City Manager

ATTEST:
[Signature]
City Clerk

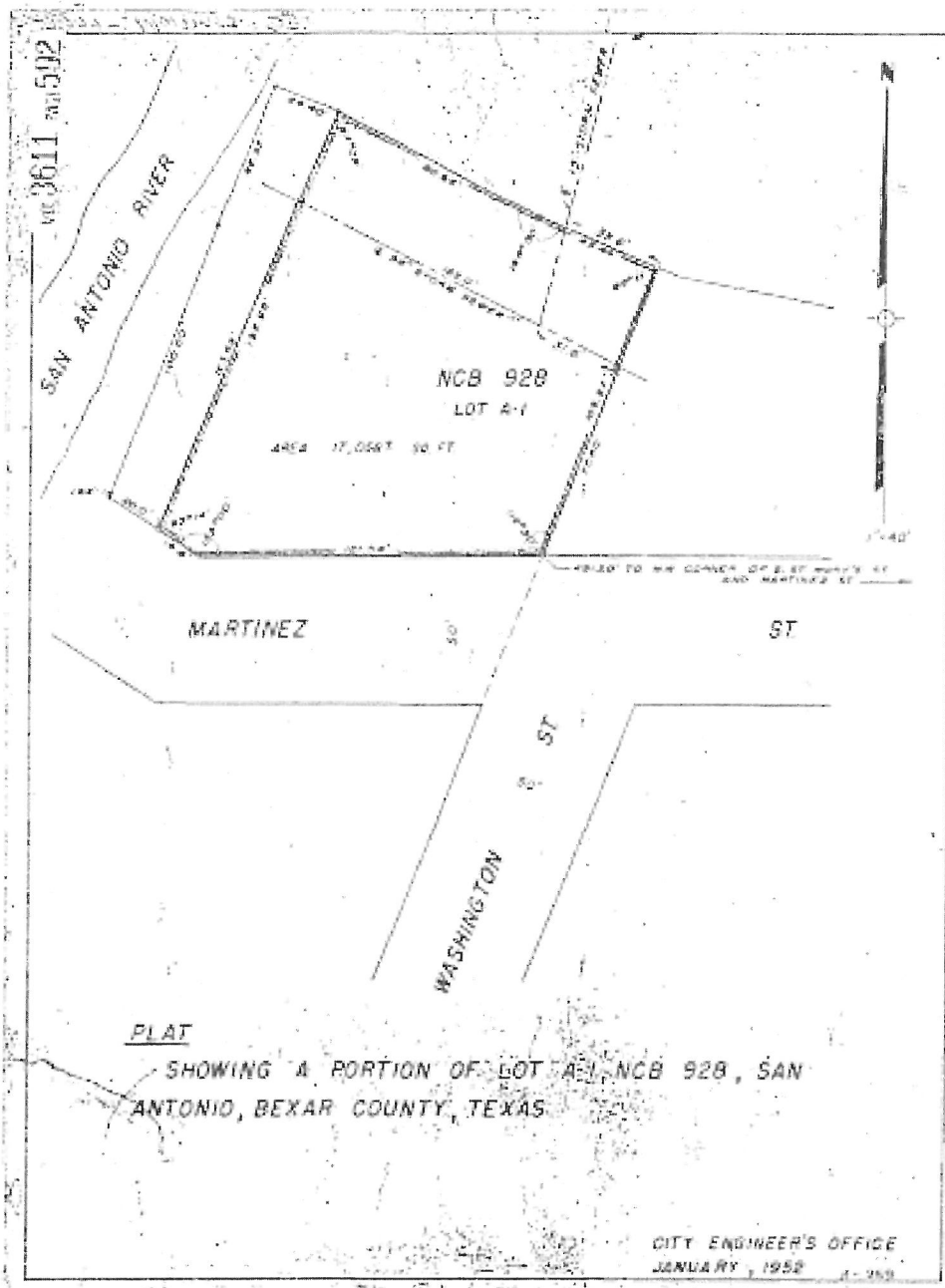
THE STATE OF TEXAS,
COUNTY OF BEXAR,
CITY OF SAN ANTONIO.

BEFORE ME, the undersigned, a Notary Public of Bexar County, Texas, on this day personally appeared RALPH H. WINTON, City Manager of the City of San Antonio, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of San Antonio, Texas, a municipal corporation, and that he executed the same as the act of such Municipal corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11 day of August, A.D. 1954.

[Signature]
Notary Public, Bexar County, Texas.

WITNESSES:
[Signatures]



Filed for record Jan 10 1955 at 4:11 P.M.
 Recorded Jan 28 1955 at 3:45 P.M.
 FRED HUNTRESS, County Clerk, Bexar County, Texas
 By Andrew C. G. Deputy

Expt
 946489 VO.3611 PAGE 593

AN ORDINANCE #20,425

AUTHORIZING THE CONVEYANCE TO RADIO
 STATION KCOB OF A CITY-OWNED PARCEL
 OF LAND LOCATED ON MARTINEZ STREET
 BETWEEN SOUTH ST. MARY'S STREET AND
 THE SAN ANTONIO RIVER AT A PRICE
 OF \$2,000.00

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

1. That the City Manager is hereby authorized to execute a special warranty deed to Radio Station KCOB, Inc. of a portion of Lot A-1, New City Block 928, fronting approximately 135' on Martinez Street and located between South St. Mary's Street and the San Antonio River, for the price of \$2,000.00.
2. That the City shall retain an easement in the afore-mentioned deed to prevent any construction over an existing storm sewer located on said property and further reserving the right to repair and maintain the same.
3. Said deed shall contain appropriate field notes prepared by the Public Works Department and a map and plat of said property reflecting the dimensions and sewer easements retained shall be attached to and made a part thereof.
4. The consideration of \$2,000.00 shall be paid to the City at the time said executed deed is delivered to the purchaser.
5. PASSED AND APPROVED this 29th day of July, A. D. 1954.

/s/ R. L. Lester
 Mayor Pro-tem

ATTEST:
 /s/ J. Frank Gallagher
 City Clerk

CITY OF SAN ANTONIO, TEXAS
 I, J. Frank Gallagher, City Clerk of the City of San Antonio, do hereby certify that the foregoing is a true and correct copy of the original and same as the same is on file in the City of San Antonio, Texas, and that I am the duly authorized and official seal of the City of San Antonio, Texas.
 J. Frank Gallagher
 City Clerk, City of San Antonio

Filed for record Jan 10 1955 at 4:11 P.M.
 Recorded Jan 28 1955 at 3:45 P.M.
 FRED HUNTRESS, County Clerk, Bexar County, Texas
 By Andrew C. G. Deputy

Doc# 20130224354
Pages 20
10/29/2013 1:11PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$88.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
10/29/2013 1:11PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

Exhibit D: Form of Promissory Note

Promissory Note

Date: 8 / 14 / 13

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

Makers Address: 6300 Bridge Point Parkway
Building Three, #300
Austin, Texas 78730

Holder: City of San Antonio

Place for Payment: Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, Bexar County, Texas 78205

Principal Amount: \$973,000

Annual Interest Rate: 6%, running from 30 days after Holder's demand

Maturity Date: Demand

Terms of Payment:

This note is given in connection with a contemporaneously dated Property Development Agreement ("Agreement"). In the Agreement, Holder releases several easements for the benefit of Maker for which Holder would ordinarily charge the Principal Amount of this note. Holder has contingently waived the Principal Amount, conditioned on Maker's satisfactorily and timely fulfilling its obligations under the Agreement.

Holder's demand on this note is prima facie evidence that Maker has failed to satisfactorily and timely fulfill its obligations under the Agreement. If Maker thereafter fails to pay this Note within 30 days of demand, Holder may pursue all collection remedies afforded by law.

Maker promises to pay to the order of Holder the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Maker promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

Maker may prepay this note in any amount at any time before the Maturity Date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Maker and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Maker also promises to pay reasonable attorneys' fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce this note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Maker will pay Holder these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment. If the excess interest has already been paid, any excess interest will be credited on the Principal Amount. If the Principal Amount has been paid, the excess interest will be refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt. When the context requires, singular nouns and pronouns include the plural.

This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

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

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

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

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

By:



Printed

Name: DEREK BROWN

Title: VILE PRESIDENT

Date: : 8/14/13

Property Redevelopment Agreement

This Property Redevelopment Agreement is entered into between the City and Riverwalk, as those parties are defined below, as of the date of the later of the signatures on behalf of the parties.

Background:

UVN Texas currently owns the Property, and has agreed to sell the Property to Riverwalk.

Riverwalk's redevelopment required the City to release certain easements burdening the Property.

City would ordinarily charge fair-market value for release of the easements as required by Sec. 37-14 of the City Code of San Antonio, Texas, which the parties acknowledge is \$973,000.

In this case, the City Council authorized waiver of fair-market value in exchange for the mutual covenants and promises of this agreement.

Rights and Obligations:

1. Definitions and Identifying Information.

Authorizing Ordinance: 2013-06-20-0453

City: City of San Antonio, a Texas municipal corporation

City's Address: P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Assistant Director for Real Estate, CIMS Department)

Easements: As described in **Exhibit A**, attached hereto

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

Riverwalk's Address: 6300 Bridge Point Parkway
Building Three, #300
Austin, Texas 78730

RECEIVED
SEP 23 2013
CITY ATTORNEY'S OFFICE
SAN ANTONIO, TEXAS

Property: A parcel of land in San Antonio, Bexar County, Texas, bounded on the east by St. Mary's Street, on the south by Cesar Chavez Street, on the west by the San Antonio River, and on the north by Lot 17, NCB 179, the Property's location being shown on **Exhibit B**.

UVN Texas: UVN Texas, LP., a Delaware limited partnership

2. Release of Easements.

Upon notice from Riverwalk that Riverwalk has taken title to the Property, City will deliver to Riverwalk recordable releases, in the form attached hereto as **Exhibit C** of the easements the release of which was authorized by the Authorizing Ordinance.

3. Replatting of the Property.

Riverwalk must, promptly upon the execution and delivery of this agreement proceed with replatting the Property. The replat must vacate all existing utility easements and may dedicate only such new utility easements as are reasonably necessary for obtaining utility services to the Property. In addition, the replat must dedicate an additional 14-feet of public-street right-of-way along the Property's entire boundaries with Cesar Chavez and St. Mary's Streets.

4. Housing Units.

Not later than December 31, 2015, approximately 350 residential apartments or condominiums or other residences on the Property must be available for rent or sale to the public and must be occupied or ready for immediate occupancy.

5. Fee for Release of Easements.

5.01. The fee for releasing the easements provided for in this agreement is \$973,000. City waives that fee, contingent on Riverwalk satisfactorily and timely completing all obligations of this agreement. If Riverwalk fails to satisfactorily and timely complete all its obligations, it must pay the City \$973,000. To evidence this obligation, contemporaneously with the execution and delivery of this agreement, Riverwalk must execute and deliver to City a contingent promissory note in the form attached as **Exhibit D**.

5.02. If Riverwalk both satisfactorily and timely competes its obligations under this agreement, City will write "canceled" across the face of the original note and return it to Riverwalk. The cancelation and return of the note may be made by the Director of the Center City Development Office without further council action.

6. Time of Essence.

Time is of the essence in Riverwalk's performance of its obligations under this agreement.

7. Miscellaneous.

7.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

7.02. *Severability.* If any part of this agreement is found invalid or unenforceable, the finding does not affect the remainder.

7.03. *Successors.* This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

7.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

7.05. *Modification.* Any modification of this Agreement must be authorized by an ordinance adopted by City Council that specifically addresses the modification.

7.06. *Third Party Beneficiaries.* This Agreement benefits the parties and their successors and permitted assigns only. It has no third party beneficiaries.

7.07. *Notices.* Notices must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice.

7.08. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

7.09. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be necessary to effect fully the provisions hereof. But

no such additional documents can alter the rights or obligations of the parties stated in this agreement.

7.10. *Incorporation of Exhibits.* All exhibits to this agreement are incorporated into it for all purposes as if fully set forth.

In Witness Whereof, the parties have caused their representatives to set their hands:

City of San Antonio,
a Texas municipal corporation

By: 

Printed
Name: F. MIKE ETIENNE

Title: ASSISTANT DIRECTOR

Date: 8/14/13

Approved As To Form:

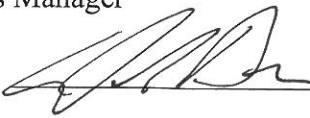

City Attorney

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

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

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

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

By: 

Printed
Name: DEREK BROWN

Title: VICE PRESIDENT

Date: : 8/14/13 -

Exhibits:

Exhibit A: Easements.....	5
Exhibit B: Location of Property.....	6
Exhibit C: Form of Release of Easements	7
Exhibit D: Form of Promissory Note.....	26

Exhibit A: Easements

Permanent Easement in favor of City of San Antonio, recorded at Volume 2480 Page 1321 of the real property records of Bexar County.

Easement retained by the City of San Antonio in that certain Quitclaim Deed recorded at Volume 2480 Page 1324 of the real property records of Bexar County, Texas.

Permanent Easement in favor of City of San Antonio, recorded at Volume 2661 Page 1346 of the real property records of Bexar County, Texas.

Easement retained by the City of San Antonio in that certain Quitclaim Deed recorded at Volume 2719 Page 439 of the real property records of Bexar County, Texas.

Easement retained by the City of San Antonio in that certain Deed recorded at Volume 3611 Page 590 of the real property records of Bexar County, Texas, and as set forth in the Ordinance recorded at Volume 3611 page 593 of the real property records of Bexar County.

Exhibit B: Location of Property

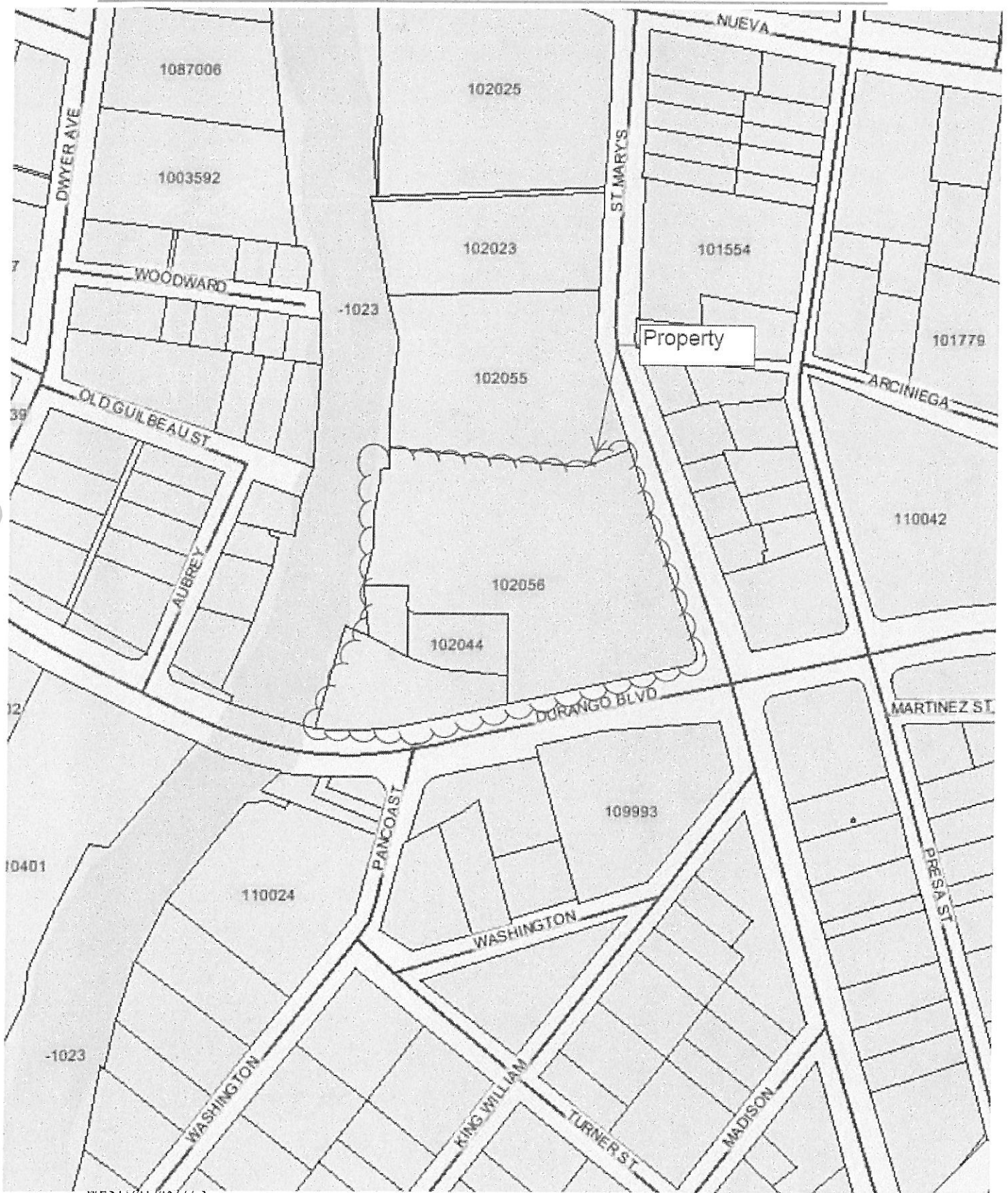


EXHIBIT C

RELEASE OF EASEMENTS

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

THIS *RELEASE OF EASEMENTS* (this "**Release**") is made and entered into to be effective as of October 24, 2013 (the "**Effective Date**"), by CITY OF SAN ANTONIO, A TEXAS MUNICIPAL CORPORATION ("**City**").

City is the owner of the following easements (collectively the "**Easements**"):

Permanent Easement in favor of City of San Antonio, recorded at Volume 2480 Page 1321 of the real property records of Bexar County, Texas, attached hereto as **Exhibit 1**.

Easement retained by the City of San Antonio in that certain Quitclaim Deed recorded at Volume 2480 Page 1324 of the real property records of Bexar County, Texas, attached hereto as **Exhibit 2**.

Permanent Easement in favor of City of San Antonio, recorded at Volume 2661 Page 1346 of the real property records of Bexar County, Texas, attached hereto as **Exhibit 3**.

Easement retained by the City of San Antonio in that certain Quitclaim Deed recorded at Volume 2719 Page 439 of the real property records of Bexar County, Texas, attached hereto as **Exhibit 4**.

Easement retained by the City of San Antonio in that certain Deed recorded at Volume 3611 Page 590 of the real property records of Bexar County, Texas, and as set forth in the Ordinance recorded at Volume 3611 page 593 of the real property records of Bexar County, each attached hereto as **Exhibit 5**.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City has ABANDONED, RELEASED and DISCHARGED and does hereby ABANDON, RELEASE and DISCHARGE the Easements.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the Effective Date.

CITY:

City of San Antonio,
a Texas municipal corporation

By: [Signature]

Printed
Name: F. MIKE ETIENNE

Title: ASSISTANT DIRECTOR

Date: 10/24/13

Approved As To Form:

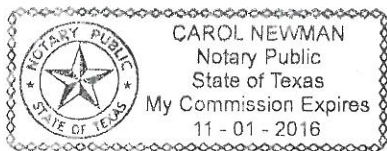
[Signature]
City Attorney

State of Texas §

County of Bexar §

This instrument was acknowledged before me this date by F. MIKE ETIENNE, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date: 10.24.13



[Signature]
Notary Public, State of Texas

My Commission expires: _____

Exhibit 1 to Release of Liens

<p>GP# PLEASE RETURN TO Mr. Jim Thompson San Antonio River Authority P. O. Box 9284 San Antonio, Texas 78204</p>	<p>GP# 81-02-404 JPR \$5.00</p> <p>DEED</p> <p>SACIP UNIT: 8-3-2 PARCEL NO.: 828-179</p>
--	--

386145

PERMANENT EASEMENT

STATE OF TEXAS }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That the SPANISH INTERNATIONAL COMMUNICATIONS CORPORATION, hereinafter called GRANTOR, for and in consideration of the sum of ELEVEN THOUSAND FOUR HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$11,475.00) to GRANTOR in hand paid by the CITY OF SAN ANTONIO, a municipal corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, any by these presents does GRANT, SELL AND CONVEY unto the CITY OF SAN ANTONIO, Bexar County, a perpetual and assignable easement and right-of-way for the purposes of constructing the San Antonio Channel Improvement Project, Unit 8-3-2, as authorized by the Flood Control Act of 1954, approved September 3, 1954, (Public Law 780-83rd Congress, 2nd Session) and House Document No. 344. This perpetual and assignable easement is for the construction, operation and maintenance of property line curbs, walks, fences and other appurtenances required for the flood control project, and for the flowage and drainage of water in, upon, over, across, and under the following described land, to-wit:

Being an irregular parcel of land containing 1207 square feet, more or less, out of a tract of land known as Lots 9 and A-9, New City Block 179, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more specifically described as follows:

COMMENCING at a half inch pin found on the North right-of-way of Durango Boulevard and on the East side of the San Antonio River;

THENCE: N 15° 30' 47" E, 183.78 feet to the point of beginning;

THENCE: N 15° 21' 11" E, 99.01 feet to a point;

THENCE: N 00° 31' 56" W, 6.96 feet to a point;

THENCE: N 89° 58' 39" E, 20.00 feet to a point;

THENCE: S 21° 42' 59" W, 111.69 feet to a point;

THENCE: N 74° 38' 49" W, 5.00 feet to the POINT OF BEGINNING.

This perpetual and assignable easement gives the CITY OF SAN ANTONIO the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land all existing structures, trees and brush, or other obstructions, which endanger or may interfere with the exercise of the rights herein granted; and GRANTOR expressly covenants and agrees for its legal representatives, successors and/or assigns, that no permanent building or structures of any kind will be placed on said easement right-of-way herein granted.

WA 2480/1321

GRANTOR agrees that the above-cited consideration for said Easement includes full accord, satisfaction, and compensation for all demands and damages, if any, to the GRANTOR, to the above-described property or to the remaining property of GRANTOR, if any, caused by the above-described construction.

TO HAVE AND TO HOLD the above described easement and rights unto the CITY OF SAN ANTONIO, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned and GRANTOR hereby binds itself, its legal representatives, successors and/or assigns, to WARRANT AND FOREVER DEFEND all and singular the said above described easement and rights unto the CITY OF SAN ANTONIO, its successors and assigns, against every person whosoever lawfully claiming or to claim the same of any part thereof.

EXECUTED this 11 day of December, 19 81

GRANTOR:

SPANISH INTERNATIONAL
COMMUNICATIONS CORPORATION

By: Emilio Nicolas

ATTEST:

STATE OF TEXAS
COUNTY OF BEXAR

RECORD HAS BEEN MADE
ALL OR PART OF THE TEXT IN P. 1-4
WAS NOT CLERKLY REVIEWED FOR SATISFACTORY
RECORDATION

Before me, the undersigned authority, on this day personally appeared Emilio Nicolas known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11 day of December, 1981.

THE STATE OF TEXAS I Notary Public, Bexar County, Texas
COUNTY OF BEXAR I My commission expires: _____
(Corporate Acknowledgment)

Before me, the undersigned authority, on this day personally appeared EMILIO NICOLAS, vice President of SPANISH INTERNATIONAL COMMUNICATIONS CORPORATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 11th day of December, A.D. 1981



John Paul Rivers
Notary Public in and for Bexar
County, Texas.

Vol. 2480-1322

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK TEXAS CO.

DEC 14 PM 3:58

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify, that the foregoing was filed in
the Public Records of the County of Bexar, Texas, on
the 14th day of December, 1981, at 3:58 PM, in the Office
of the County Clerk of Bexar County, Texas.

DEC 14 1981



Robert D. Green
Robert D. Green
COUNTY CLERK

55.00 01705739

2 121481 01 10 184121 2

Vol. 2480/1323

Exhibit 2 to Release of Liens

Nov 10/28/61

386146

QUITCLAIM DEED

S. P. #61-32-8
GP# 61-02-404
JPR/bb
\$5.00

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN ANTONIO, a municipal corporation incorporated under the laws of the State of Texas, hereinafter called "Grantor" acting by and through Lucia J. Fort, Deputy City Manager, pursuant to Ordinance No. 54520, dated the 12th day of November, 1961, duly adopted by the City Council of said City, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS in hand paid by the grantees herein named, the receipt of which is hereby acknowledged, has BARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does BARGAIN, SELL, QUITCLAIM and RELEASE unto SPANISH INTERNATIONAL COMMUNICATIONS CORPORATION, all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

Being 0.099 acres of land out of a portion of Tolle Place more particularly described as follows:

BEGINNING at an iron pin set on the south right-of-way line of Tolle Place said point being 301.85 ft. in a westerly direction from the intersection of the south right-of-way line of Tolle Place with the west right-of-way line of S. St. Mary's St.;

THENCE: N 71° 21' W, 112.79 ft. along the existing south line of Tolle Pl. to an iron pin set for the southwest corner of this tract;

THENCE: N 16° 37' E, 38.50 ft. along the west line of Tolle Pl. to an iron pin set for the northwest corner of this tract;

THENCE: S 71° 21' E, 112.81 ft. along the north line of Tolle Pl. to an iron pin set for the northeast corner of this tract;

THENCE: S 16° 39' W, 38.50 ft. to the POINT OF BEGINNING and containing 0.099 acres (4342.75 sq. ft.) of land.

It is understood and agreed that the grantor is hereby retaining an easement over across and upon the above described property for storm drainage and/or other utilities, together with the rights of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, and maintaining said facilities.

together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforescribed premises unto the said SPANISH INTERNATIONAL COMMUNICATIONS CORPORATION, its successors and assigns forever.

WITNESS MY HAND this 14th day of November, 1961.

CITY OF SAN ANTONIO

BY: [Signature] Deputy City Manager

WM 2480-61324

Dec 10/29/81

S. P. #81-32-8

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared James S. Brown, City Manager of the City of San Antonio, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of the City of San Antonio and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of December, 1981.

Robert D. Green
Notary Public in and for Bexar County, Texas

My Commission expires: 9-30-84

PLEASE RETURN TO:
SAMUELLE, GOODE,
DAVIDSON & TROILO
San Antonio Savings Bldg.
San Antonio, Texas 78205
ATTN: Mr. Troilo

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that the foregoing was filed in
the Public Records of Bexar County, Texas on
this 14th day of December, 1981.

DEC 14 1981



Robert D. Green
Notary Public
BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
DEC 14 PM 3:58

WM 2480-1325

2 121481 01

\$5.00 01705740

(2)

Exhibit 3 to Release of Liens

PREPARED RETURN TO:
SAN ANTONIO RIVER AUTHORITY
P. O. Box 9284
San Antonio, Texas 78204

DEED

OFF # 81-02-403
JPR/bb
\$7.00

SACIP UNIT 8-3-2
PARCEL NO. 179-7, 8, 9, 10 and 11

480863

PERMANENT EASEMENT

STATE OF TEXAS
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT, the ST. MARY'S DEVELOPMENT COMPANY, a Texas Corporation, domiciled in Bexar County, Texas, hereinafter called GRANTOR, for and in consideration of the sum of TEN DOLLARS AND NO/100 DOLLARS (\$10.00) cash, and other valuable consideration, to GRANTOR in hand paid by the CITY OF SAN ANTONIO, a municipal corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, any by these presents does GRANT, SELL AND CONVEY unto the CITY OF SAN ANTONIO, Bexar County, a perpetual and assignable easement and right-of-way for the purposes of constructing the San Antonio Channel Improvement Project, Unit 8-3-2, as authorized by the Flood Control Act of 1954, approved September 3, 1954, (Public Law 780-83rd Congress, 2nd Session) and House Document No. 344. This perpetual and assignable easement is for the construction, operation and maintenance of property line curbs, walks, fences and other appurtenances required for the flood control project, and for the flowage and drainage of water in, upon, over, across, and under the following described land, to-wit:

being an irregular parcel of land containing 5,075 square feet, more or less, out of a tract of land known as Lots 7, 8, 9, 10 and 11, New City block 179, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more specifically described as follows:

COMMENCING at a point on the Northwest right-of-way of St. Mary's Street and the Northeast corner of Lot 7;

THENCE: S 89° 13' 05" W, 317.56 feet along the dividing line between Lot 6 and 7 to the point of beginning;

THENCE: S 06° 37' 49" E, 66.63 feet to a point;

THENCE: S 05° 14' 43" W, 67.91 feet to a point;

THENCE: S 08° 15' 51" W, 57.09 feet to a point;

THENCE: S 02° 23' 55" W, 56.38 feet to a point;

THENCE: S 04° 11' 28" W, 48.60 feet to a point;

THENCE: S 89° 27' 26" W, 11.00 feet to a point;

THENCE: S 00° 32' 35" E, 116.21 feet to a point;

THENCE: S 89° 58' 39" W, 20.00 feet along the dividing line between Lots 11 and 9A to a point;

THENCE: N 00° 32' 38" W, 58.04 feet to a point on the dividing line between Lots 10 and 11;

THENCE: N 11° 13' 45" E, 49.02 feet to a point;

THENCE: N 00° 32' 34" W, 25.00 feet to a point;

THENCE: N 89° 27' 26" E, 15.00 feet to a point;

Vol 2661 p 1346

TRENCES: N 00° 32' 33" W, 33.48 feet to a point on the dividing line between Lots 9 and 10;
 TERENCE: N 02° 23' 35" E, 57.35 feet to a point;
 TERENCE: N 08° 15' 51" E, 57.35 feet to a point;
 TERENCE: N 05° 19' 43" E, 66.61 feet to a point;
 TERENCE: N 06° 37' 49" W, 66.61 feet to a point on the dividing line between Lots 6 and 7;
 TERENCE: N 89° 13' 05" E, 10.05 feet to the POINT OF BEGINNING.

This perpetual and assignable easement gives the CITY OF SAN ANTONIO the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land all existing structures, trees and brush, or other obstructions, which endanger or may interfere with the exercise of the rights herein granted; and GRANTOR expressly covenants and agrees for its legal representatives, successors and/or assigns, that no permanent building or structures of any kind will be placed on said easement right-of-way herein granted.

The consideration specified herein includes full accord, satisfaction and compensation of and for all demands and damages to the remaining property of the above-named GRANTOR, in any, by reason of the severance of the above-described real property therefrom.

TO HAVE AND TO HOLD the above described easement and rights unto the CITY OF SAN ANTONIO, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned and GRANTOR hereby binds itself, its legal representatives, successors and/or assigns, to WARRANT AND FOREVER DEFEND all and singular the said above described easement and rights unto the CITY OF SAN ANTONIO, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof.

EXECUTED this 1 day of September, A.D. 1982.

GRANTOR: ST. MARY'S DEVELOPMENT COMPANY

By: Charles F. Jordan, Jr.
 Charles F. Jordan, Jr.
 Vice President

ATTEST:

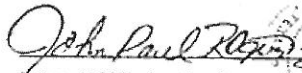
W. A. Jordan
 Secretary

Vol 2661 p.1347

STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Charles F. Jordan, Jr., Vice President of St. Mary's Development Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 1 day of September, 1982.


Notary Public for the State of Texas

My commission expires: _____

JOHN PAUL ROGERS
STATE OF TEXAS NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 10, 1984

VOL 2851 P. 1348

-3-

all



SEP 2 1982

Handwritten signature: *Handwritten signature*
 Printed name: JOHN D. [illegible] and [illegible]

\$7.00 01775072

1345

Exhibit 4 to Releases of Lien

82-06-1168 CHP
\$9.00

/s/ 9/16/82

S. P. No. 82-18-7

511411

QUITCLAIM DEED

STATE OF TEXAS I
COUNTY OF BEXAR I

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN ANTONIO, a municipal corporation incorporated under the laws of the State of Texas, hereinafter called "Grantor" acting by and through Alexander E. Brining, Assistant City Manager, pursuant to Ordinance No. 55866, dated the 23rd day of September, 1982, duly adopted by the City Council of said City, for and in consideration of the sum of SEVENTY THOUSAND THREE HUNDRED AND NO/100 (\$70,300.00) DOLLARS in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, has WARGAINED, SOLD, QUITCLAIMED and RELEASED and by these presents does WARGAIN, SELL, QUITCLAIM and RELEASE unto THE RICHARD GILL COMPANY, whose mailing address is 615 Soledad, San Antonio, Texas 78205, all its right, title, interest and estate in and to the following described tract or parcel of land situated in Bexar County, Texas, to-wit:

BEING 0.258 acre, parcel of land known as "Tolle Place," San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING: At the point of intersection with the south right-of-way line of Tolle Place and the southwest right-of-way line of South St. Mary's Street, said point also being the northwest corner of Lot 2, New City Block 179 as recorded in Volume 3987, Page 339 in the Deed Records of Bexar County, Texas and said point also being the southeast corner of the 0.258 acre parcel herein described;

THENCE: S 89° 42' 42" W, leaving the southwest line of South St. Mary's Street along the south line of Tolle Place, a distance of 201.81 feet to a point for the southwest corner of this 0.258 acre parcel;

THENCE: N 00 deg. 46' 26" W, a distance of 38.04 feet to a point in the north right of way line of Tolle Place for the northwest corner of this 0.258 acre parcel;

THENCE: N 89 deg. 42' 42" E., along the north line of Tolle Place, a distance of 289.58 feet to a point in the southwest right of way line of South St. Mary's Street, said point also being the southeast corner of Lot 11, New City Block 179, as recorded in Volume 6719, Page 630, in the Deed Records of Bexar County, Texas, for the northeast corner of said 0.258 acre parcel;

THENCE: S 18 deg. 37' 36" E, with the extended southwest right of way line of South St. Mary's Street, a distance of 40.06 feet to the Point of Beginning and containing 0.258 acres or 11,247.48 square feet of land, more or less,

together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

It is understood and agreed that the Grantor is hereby retaining an easement over the entire area for drainage, water, sewer, gas, electric and telephone

Vol 2719 p. 439

Facilities.

TO HAVE AND TO HOLD the aforescribed premises unto the said THE RICHARD
GILL COMPANY, its successors and assigns forever.

WITNESS MY HAND this 29th day of September, 1982.

CITY OF SAN ANTONIO

BY: ALL 455
Assistant City Manager

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on Sept. 29, 1982 by
Alexander G. Bracken, Assistant City Manager on behalf of the
City of San Antonio, a municipal corporation.



Tessa Gomez
Notary Public in and for the State of
TEXAS
(Tessa Gomez)
My Commission expires 9-30-84

After recordation return to:
John Farmer
The Richard Gill Company
615 Soledad
San Antonio, TX 78205

NO. 2710 430

Exhibit 5 to Releases of Liens

VD 3611 PNR 590

946488

THE STATE OF TEXAS,

COUNTY OF BEXAR.

KNOW ALL MEN BY THESE PRESENTS:-

That for and in consideration of the sum of \$8,000.00 to the City of San Antonio paid by KCOR, Inc., a Texas corporation, the receipt of which is hereby acknowledged and confessed;

The City of San Antonio, a municipal corporation, has BARGAINED, SOLD, and CONVEYED, and by these presents does BARGAIN, SELL and CONVEY unto the said KCOR, Inc., subject to the easements below reserved, the following described land lying and being situated within the corporate limits of the City of San Antonio in the County of Bexar and State of Texas, being a portion of Lot A-1, New City Block 928, and described by metes and bounds as follows, to-wit:

BEGINNING at a point which is the intersection of the North line of Martinez Street, and the West line extended of Washington Street, said point being 491.20 feet West of South St. Mary's Street, measured along the North line of Martinez Street, and being the Southeast corner of this tract;

THENCE in a Westerly direction along the North line of Martinez Street, a distance of 121.34 feet to an angle point;

THENCE with an interior angle of $153^{\circ} 00'$ from East to Northwest, continue along the North line of Martinez Street, a distance of 16.80 feet to a point, which is the Southwest corner of this tract;

THENCE with an interior angle of $93^{\circ} 14'$ from Southeast to Northeast, a distance of 155.96 feet to a point, which is the Northwest corner of this tract;

THENCE with an interior angle of $87^{\circ} 09'$ from Southwest to Southeast, a distance of 80.63 feet to an angle point;

THENCE with an interior angle of $184^{\circ} 50'$ from Northwest to Southeast, a distance of 43.44 feet to a point, which is the Northeast corner of this tract;

THENCE with an interior angle of $89^{\circ} 17'$ from Northwest to Southwest, a distance of 106.27 feet to the point of BEGINNING.

TO HAVE AND TO HOLD the said premises, together with all the right, title and interest conveyed hereby in and to the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said KCOR, Inc., its successors and assigns, and the Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to said premises unto the Grantee, its successors and assigns against every person or persons whomsoever claiming or to claim the same or any part thereof, by, through or under it.

It is understood and agreed, however, that there are hereby accepted and reserved unto the Grantor, its successors and assigns, the following described storm sewer easements for the purpose of ingress and egress upon and through said property for the purpose of repairing, maintaining and replacing the existing storm sewers located therein; and it shall be an obligation and covenant of the

Grantee, its successors and assigns, as a covenant running with the land, to preserve and protect said storm sewers and to assume responsibility for and reimburse the City for any and all additional expense that may at any time hereafter be incurred by the City in the repair, maintenance and replacement of said storm sewers by reason of the construction by the Grantee, its successors and assigns, of any building or other structures upon said property; said easements are more particularly described as follows, to-wit:

- (a) A 20-foot storm sewer easement across the North part of said tract, whose center line extends from a point 70.60 feet North of the North line of Martinez Street, measured along the East line of said tract, to a point 123.48 feet North of the North line of Martinez Street, measured along the West line of said tract.
- (b) A 15-foot easement for a storm sewer connecting the above described, whose center line begins at a point 31.6 feet westerly along the center line of the above described easement from the east line of said tract and extending to a point in the north line of said tract, said point being 35.6 feet westerly from the Northeast corner of said tract.

There is attached hereto and made a part hereof a map and plat reflecting and describing the hereinabove property conveyed hereby, together with the storm sewer easements retained.

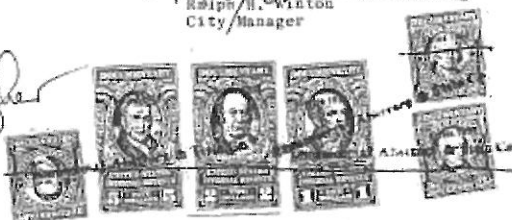
EXECUTED this 11 day of August, A.D. 1954, by the City of San Antonio acting by and through Ralph H. Winton, its City Manager, duly authorized thereunto.

CITY OF SAN ANTONIO

By Ralph H. Winton
Ralph H. Winton
City Manager



THE STATE OF TEXAS,
COUNTY OF BEXAR,
CITY OF SAN ANTONIO.



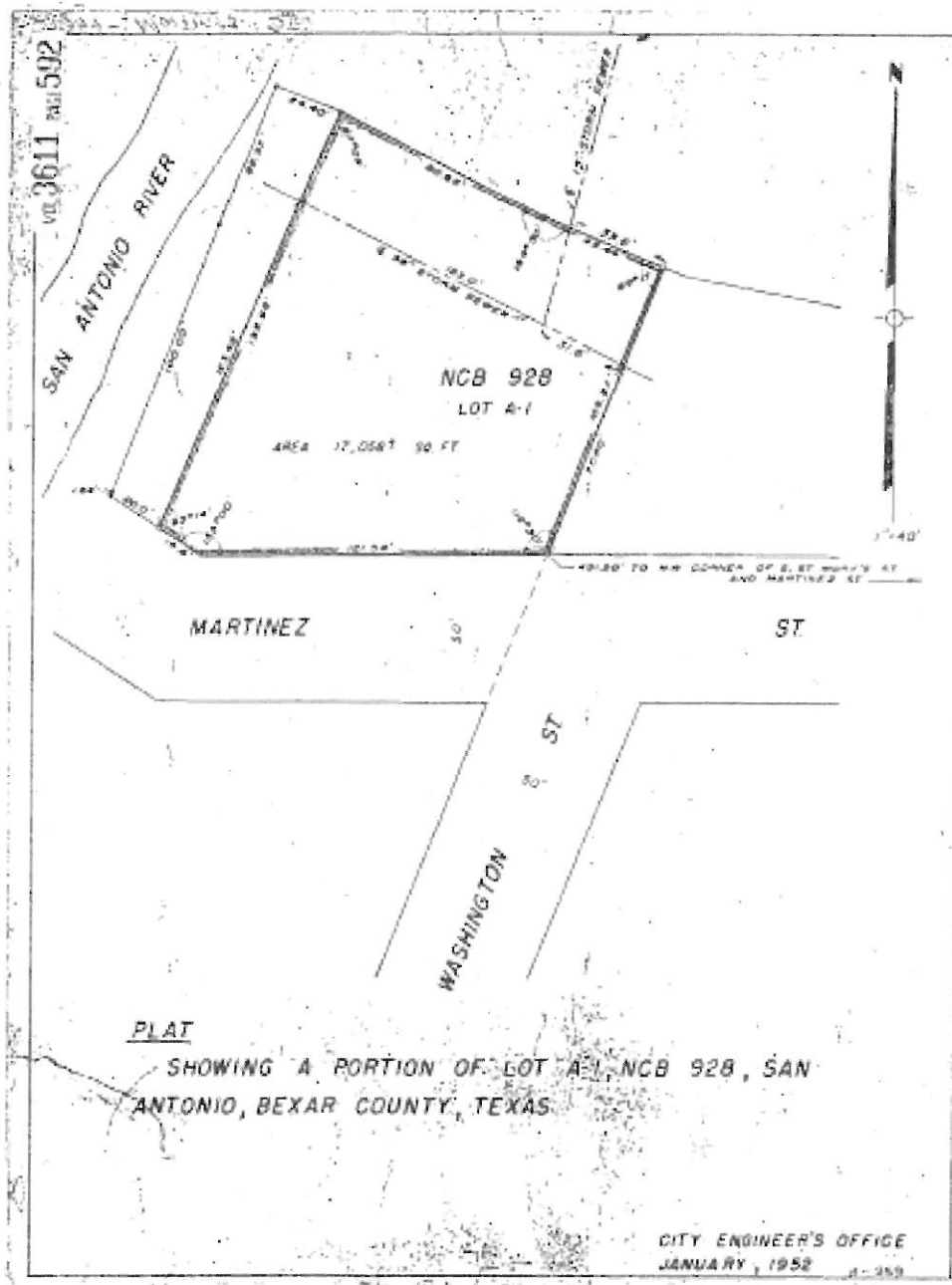
BEFORE ME, the undersigned, a Notary Public of Bexar County, Texas, on this day personally appeared RALPH H. WINTON, City Manager of the City of San Antonio, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of San Antonio, Texas, a municipal corporation, and that he executed the same as the act of such Municipal corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 11 day of August, A.D. 1954.



Edmund W. Starbuck
Notary Public, Bexar County, Texas.

EDMUND W. STARBUCK
Notary Public, Bexar County, Texas



Filed for record Jan 10, 1955, at 4:11 o'clock P.M.
 Recorded Jan 28, 1955, at 3:38 o'clock P.M.
 By FRED HUNTRESS, County Clerk, Bexar County, Texas.
 By Andrew C. G. Jr. Deputy.

846489 VOL. 3611 PAGE 593

AN ORDINANCE #20,425

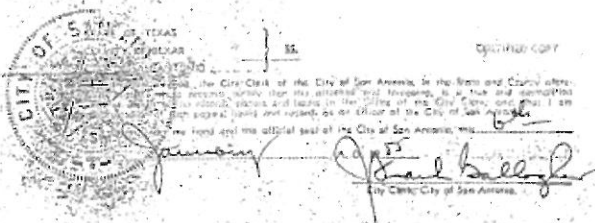
AUTHORIZING THE CONVEYANCE TO RADIO
 STATION KCOH OF A CITY-OWNED PARCEL
 OF LAND LOCATED ON MARTINEZ STREET
 BETWEEN SOUTH ST. MARY'S STREET AND
 THE SAN ANTONIO RIVER AT A PRICE
 OF \$8,000.00

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

1. That the City Manager is hereby authorized to execute a special warranty deed to Radio Station KCOH, Inc., of a portion of Lot A-1, New City Block 928, fronting approximately 136' on Martinez Street and located between South St. Mary's Street and the San Antonio River, for the price of \$8,000.00.
2. That the City shall retain an easement in the aforementioned deed to prevent any construction over an existing storm sewer located on said property and further reserving the right to repair and maintain the same.
3. Said deed shall contain appropriate field notes prepared by the Public Works Department and a map and plat of said property reflecting the dimensions and sewer easements retained shall be attached to and made a part thereof.
4. The consideration of \$8,000.00 shall be paid to the City at the time said executed deed is delivered to the purchaser.
5. PASSED AND APPROVED this 29th day of July, A. D. 1954.

A/ R. L. Lester
 Mayor Pro-tem

ATTEST:
 /s/ J. Frank Gallagher
 City Clerk



Filed for record Jan 10, 1955, at 4:11 o'clock P.M.
 Recorded Jan 28, 1955, at 3:40 o'clock P.M.
 By FRED HUNTRESS, County Clerk, Bexar County, Texas.
 By Andrew C. G. Jr. Deputy.

Doc# 20130224354
Pages 20
10/29/2013 1:11PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$88.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
10/29/2013 1:11PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

Exhibit D: Form of Promissory Note

Promissory Note

Date: 8 / 14 / 13

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

Makers Address: 6300 Bridge Point Parkway
Building Three, #300
Austin, Texas 78730

Holder: City of San Antonio

Place for Payment: Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, Bexar County, Texas 78205

Principal Amount: \$973,000

Annual Interest Rate: 6%, running from 30 days after Holder's demand

Maturity Date: Demand

Terms of Payment:

This note is given in connection with a contemporaneously dated Property Development Agreement ("Agreement"). In the Agreement, Holder releases several easements for the benefit of Maker for which Holder would ordinarily charge the Principal Amount of this note. Holder has contingently waived the Principal Amount, conditioned on Maker's satisfactorily and timely fulfilling its obligations under the Agreement.

Holder's demand on this note is prima facie evidence that Maker has failed to satisfactorily and timely fulfill its obligations under the Agreement. If Maker thereafter fails to pay this Note within 30 days of demand, Holder may pursue all collection remedies afforded by law.

Maker promises to pay to the order of Holder the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Maker promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

Maker may prepay this note in any amount at any time before the Maturity Date without penalty or premium. Prepayments will be applied to installments on the last maturing principal, and interest on that prepaid principal will immediately cease to accrue.

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Maker and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Maker also promises to pay reasonable attorneys' fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce this note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Maker will pay Holder these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment. If the excess interest has already been paid, any excess interest will be credited on the Principal Amount. If the Principal Amount has been paid, the excess interest will be refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt. When the context requires, singular nouns and pronouns include the plural.

This Agreement is entered into in San Antonio, Bexar County, State of Texas. **Its Construction And The Rights, Remedies, And Obligations Arising Under It Are Governed by The Laws of The State Of Texas.** But the Texas conflicts of law rules must not be used to apply the laws of a jurisdiction other than Texas. Both parties' obligations under this agreement are performable in San Antonio, Bexar County, Texas, and venue for any action arising under this agreement is only in Bexar County, Texas.

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

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

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

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

By: 

Printed

Name: DEREL BROWN

Title: VILE PRESIDENT

Date: : 8/14/13