Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's Permit Number.

State of Texas § § County of Bexar §

Public Street Encroachment Permit

This Permit is issued under Sec. 37-3 of the City Code of San Antonio, Texas. Permittee may construct, maintain, repair, replace, and reconstruct the Permitted Encroachment on the Affected Right of Way subject to this permit and Sec. 37-23 of the City Code of San Antonio, Texas.

This permit does not relieve Permittee of any building code requirements, zoning restrictions, other city-imposed requirements, or other applicable land use restrictions. If the Permitted Encroachment entails excavation or entails intrusion into space near overhead or underground utilities, Permittee must follow all rules imposed by public utilities whose facilities may potentially be affected. If excavation is involved, Permittee must obtain a permit from the City's Right-of-Way Division.

Delegated Authority:	City Code of San Antonio, Texas § 37-3
Name of Permittee:	River North Apartments, Ltd. Clinton L. Wynn Vice President of River North Apartments GP, L.L.C. The General Partner of River North Apartments, Ltd.
Address of Permittee:	315 E. Commerce Street, Suite 300 San Antonio, Texas 78205
Permitted Encroachment Description:	A metal overhead sign over Roy Smith Street Public Right of Way between Avenue A and the San Antonio River, adjacent to NCBs 476 and 862, and depicted in Exhibits A and B , which is incorporated by reference for all purposes as if fully set forth.
Description of Affected Public Right of Way:	Roy Smith Street Public Right of Way located between Avenue A and the San Antonio River, adjacent to NCBs 476 and 862 as shown in Exhibit A.
Fee:	\$500

Term: A period of ten years commencing on December 1, 2016.

1.1 The City agrees to permit the Permitee to place the Permitted Encroachment Description (the "Improvements") within the Affected Public Right of Way in the location documented as Description of Affected Public Right of Way and as shown in **Exhibit A**.

1.2 The City and the Permitee agree that the above-described Permit is granted subject to the following conditions, terms and reservations:

- a) The Permitee is responsible for paying for the Improvements stated herein;
- b) The Permitee is responsible for the maintenance and replacement of the Improvements;
- c) In the event the City disturbs the Improvements while maintaining the City's right of way, the City shall not be responsible for repair or replacing the Improvements installed by the Permitee;
- d) Permittee is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Permittee's activities under this Permit;
- e) No improvements are permitted within the traveled areas (pedestrian or vehicular, i.e., sidewalk, car lanes) of the right of way;
- f) Permitee must allow SAWS perpetual access on, over and across said public right of way for inspection, operations, maintenance, construction, reconstruction and realignment of its facilities. SAWS shall have no obligation to restore and/or replace any of the Permittee's property damaged or destroyed as a result of these activities.
- g) This permit is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to permits issued under section 37-3 (Permits for Encroachment onto public streets, alleys, or drainage easements);
- h) All Chapter 35 of the City Code of San Antonio (Unified Development Code) requirements must be met related to clearance, design, permits and installation; and
- i) Permitee shall notify City of any change of address within 5 business days of such change.

1.3 This Permit is made subordinate to the right of the City to use the Affected Public Right of Way for a public purpose. It is understood and agreed that should the City deem it in the public interest to use the Affected Public Right of Way, or any portion thereof, for a public purpose that conflicts with the Permit granted, or use by Permitee interferes with the ability of the City or public

to use the Affected Public Right of Way, then, and in those events, the City acting through the Director of Transportation and Capital Improvements may revoke this Permit upon providing written notice and the Permitee, or anyone claiming any rights under this instrument, shall remove any Improvements and encroachments from the Affected Public Right of Way at the Permitee's expense. The Permitee shall have a right of cancellation upon giving the City 30 days written notice of the Permitee's intention to cancel. Upon cancellation, this Permit shall become null and void, and the Permitee, or anyone claiming any rights under this instrument, shall remove any Improvements from the Affected Public Right of Way at the Permitee's expense. All work shall be done at the Permitee's sole cost and to the satisfaction of the City. The determination by the Director of Transportation and Capital Improvements or his designee as to the public necessity of the use of the Property shall be final and binding upon the parties.

1.4 This Permit is subject to all state and federal laws, the provisions of the Charter of the City, as it now exists or as it may hereafter be adopted or amended, and the ordinances of the City now in effect or which may hereafter be passed, adopted, or amended.

1.5 The Permitee must apply for and receive any necessary permits from pertinent City boards or departments.

Miscellaneous Provisions

2.1 The phrases, clauses, sentences, paragraphs or sections of this Permit to use agreement are severable and, if any phrase, clause, sentence paragraph, or section hereof should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Permit.

2.2 The rights under this permit may be transferred or assigned to a new owner of property that is adjoining the permitted encroachment area, or to an eligible property owners association, provided such transferee would qualify under the city code as if applying for the original permit. Permittee must provide City of San Antonio written notice prior to any transfer.

2.3 Any notice required to be given pursuant to the terms and provisions of this Permit shall be in writing and shall be mailed by certified, return receipt requested, addressed as set forth below, or at such other address as may be specified by written notice

If to: **CITY OF SAN ANTONIO**

City Hall, P.O. Box 839966 (Attention: Director, Transportation and Capital Improvements Department) San Antonio, Texas 78283

If to: **PERMITEE**

River North Apartments, Ltd. Clinton L. Wynn Vice President of River North Apartments GP, L.L.C. The General Partner of River North Apartments, Ltd. 315 E. Commerce Street, Suite 300 San Antonio, Texas 78205

2.4 The City and Permitee agree that this Permit shall be construed in accordance with the laws of the State of Texas.

2.5 Venue for any dispute arising out of this Permit shall lie in a court of competent jurisdiction in Bexar County, Texas.

City of San Antonio, a Texas municipal corporation	River North Apartments, Ltd. by and through River North Apartments GP, L.L.C., It's General Partner
Ву:	By:

Steve Hodges, Real Estate Manager, Transportation and Capital Improvements Department Clinton L. Wynn, Vice President

Date:

Date: _____

Approved as to Form:

City Attorney

State of Texas	§
	§
County of Bexar	§

This instrument was acknowledged before me this date by Steve Hodges of the City of San Antonio in the capacity therein stated and on behalf of that entity.

Date:_____

Notary Public State of Texas

My Commission Expires:_____

State of Texas

§

County of Bexar §

This instrument was acknowledged before me this date by ______ of _____, _____, on behalf of that entity.

Date:_____

Notary Public State of Texas

My Commission Expires:_____



The sign will have an approximate 196 foot clearance and is to be located about 120 feet west of the Avenue A intersection.



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RIVER HOUSE ENTRANCE SIGN PROJECT SAN ANTONIO, TX FEB. 2816-2016



















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