

AN ORDINANCE 2012-08-02-0550

AUTHORIZING A FIVE-YEAR LICENSE TO THE PARADIGM HOTEL SA RIVER WALK LP, DBA WYNDHAM GARDEN RIVER NORTH HOTEL, FOR ENCROACHMENTS ONTO 573 SQUARE FEET OF PUBLIC PROPERTY WITHIN THE URBAN SEGMENT OF THE RIVER WALK'S MUSEUM REACH.

* * * * *

WHEREAS, the licensed improvement or facility will not be located on, extend onto, or intrude on (A) the roadway; or (B) a part of the sidewalk needed for pedestrian use;

WHEREAS, the licensed improvement or facility will not create a hazardous condition or obstruction of vehicular or pedestrian travel on the municipal street; and

WHEREAS, the design and location of licensed the improvement or facility includes all reasonable planning to minimize potential injury or interference to the public in the use of the municipal street.

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

SECTION 1. The City Manager or her designee is authorized and directed to execute and deliver on behalf of the City an instrument in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee should take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 29093000, WBS element OR-00001-01-01-01-01 and General Ledger 4407711.

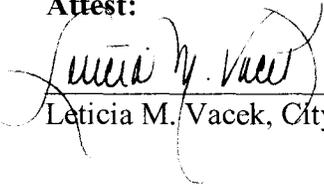
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this 2nd day of August 2012.

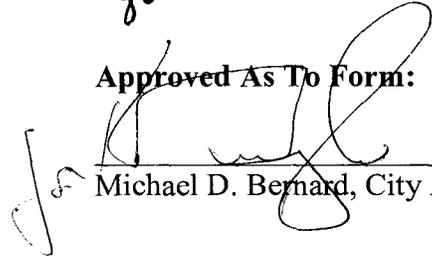

M A Y O R
for Julián Castro

Attest:



Leticia M. Vacek, City Clerk

Approved As To Form:



Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 11

Name:	7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19A, 19B, 20A, 20B, 21, 22, 23, 24, 26						
Date:	08/02/2012						
Time:	09:36:50 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a five year license agreement with Paradigm Hotel SA River Walk LP dba Wyndham Garden River North Hotel for encroachments onto 573 square feet of public property within the Urban Segment of the River Walk's Museum Reach. [Pat DiGiovanni, Deputy City Manager; Jim Mery, Interim Director, Downtown Operations]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
Carlton Soules	District 10	x					

Attachment I

License Agreement
(Wyndham Garden River North)

This License Agreement (“License”) is entered into between Licensee and the City of San Antonio (“Licensor”) under the authority of the Authorizing Ordinance.

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1. Identifying Information.

Authorizing Ordinance:

Licensee: Paradigm Hotel SA River Walk, LP

Licensee’s Address: P.O. Box 691027, San Antonio, Texas 78269

Term: Five years

Premises: The portion of the San Antonio River Walk in the vicinity of 103 W. 9th Street, San Antonio, Texas 78215

that is encroached on by Licensee within the Scope of the License as described below.

Scope of License: Construction, repair, replacement and maintenance of the encroachments onto the River Walk described in this License.

Effective Date: The effective date of the Authorizing Ordinance

Licensor’s Address: City Clerk, City of San Antonio, P.O. Box 839966/2nd Floor, City Hall, San Antonio, Texas 78283-3966

Address for Payment of Fee: City of San Antonio, Finance Department/Revenue Collections, P.O. Box 839975, San Antonio, Texas 78283-3975

2. Premises, Grant of License.

2.01. The Premises subject to this License are the encroachments onto the River Walk area are shown in the plat described in **Exhibit A**.

2.02. The details of the encroachments are described as follows:

	<i>Description of Encroachment</i>	<i>Square Footage</i>
Area 1:	An approximately 0.0055-acre tract out of the San Antonio River channel more particularly described by metes and bounds on Exhibit B .	240.1
Area 2:	An approximately 0.0023-acre tract out of the San Antonio River channel more particularly described by metes and bounds on Exhibit C .	102.0
Area 3:	An approximately 0.0044-acre tract out of the San Antonio River channel more particularly described by metes and bounds on Exhibit D .	190.9
Area 4:	An approximately 0.0009-acre tract out of the San Antonio River channel more particularly described by metes and bounds on Exhibit E .	40.0
	Total:	573

2.03. Licensor licenses to Licensee the use, maintenance, and operation of the Premises within the Scope of the License. This License is limited to the stated Term and is conditioned on Licensee’s payment of the Fee. This license does not relieve Licensee of any other approvals, permits, or licenses that may otherwise be required including but not limited to right-of-way management permits. This license is subject to all pre-existing rights of the San Antonio River Authority, the San Antonio Water System, CPS Energy, telecommunications and cable

companies, and others who may have rights in the Premises. Licensor expressly disclaims a covenant of quiet enjoyment as to this License.

2.04. This License does not grant Licensee authority to use any part of the River Walk beyond the Premises. This License grants only a privilege, not a real property interest. Licensor may enter the Premises at any time to assert its real property interest or for other purposes not interfering unreasonably with the Scope of License.

3. Extension of Term/Recording.

3.01. If Licensee is not in default under this License, it may extend the term of the License for 5 years up to three times, the total possible extensions being 15 years. To extend the term, Licensee must request extension in writing not less than 6 months and not more than 12 months before expiration of the term, whether initial or renewal. The Director of the department responsible for administering this license may bind Licensor to an extension without further action by City Council.

3.02. A Memorandum of License Agreement in form satisfactory to Licensor may be recorded in the Official Public Records of Real Property of Bexar County, Texas. Licensee must pay the recording fees.

4. License Fee.

4.01. Because the area being encroached upon was originally donated by Licensee for River Walk improvements, the annual fee for this license is \$10, payable on or before January 1 of each year.

4.02. If the staircase in Area 3 is ever closed to the public at any time, except as may be consented to in writing by Licensor, for the remainder of the calendar year in which the closure occurs, Licensee must pay Licensor a monthly fee of \$1 a square foot multiplied times 190.1 (the area of the staircase encroachment). The fee for each successive year of the initial term is the per-square-foot charge for the last month of the previous year multiplied by 1.025 and then multiplied by 190.1.

4.03. The fee for the first year of an extended term is the per-square-foot charge for the last month of the previous term multiplied by 1.025 and then multiplied by 190.1. Fees for other years of extended terms increase in the same way as for the initial term.

4.04. Licensee must pay license fees monthly on or before the first day of the month. The Fee must be paid at the Address for Payment of Fee. If Licensee fails to pay a fee timely, it must pay an additional \$50 late fee to Licensor to compensate Licensor for the administrative work associated with keeping track of and processing late fees. The late charge is in addition to all other rights and remedies of Licensor under this License.

5. Construction, Maintenance, and Operations.

5.01. Costs. Licensee must pay all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed on the Premises.

5.02. No Liability. Licensor assumes neither liability nor expense under this License. Licensor is not liable to Licensee or otherwise for damage to the Premises arising from or related to activities of Licensor in the vicinity.

5.03. Relocation. If Licensor's needs require relocation, maintenance, or adjustment in the Premises or improvements by Licensee thereto, the relocation, maintenance, or adjustments will be at Licensee's sole cost and expense.

5.04. Maintenance. Licensee, at its sole cost and expense, must maintain all improvements it constructs or installs on the Premises. In so doing, Licensee must adhere to all applicable safety standards and must adhere to all applicable federal, state, or local laws, rules, or regulations.

5.05. No Power to Bind. Licensee cannot bind or permit another to bind Licensor for payment of money or for any other obligation.

5.06. Contractors and Subcontractors. Licensee must promptly pay anyone performing work on behalf of Licensee who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, Licensor may treat it as an event of default and terminate this License by delivering 45 calendar days prior written notice to Licensee. But if the lien is removed or released of record within the notice period, this License remains in effect. Licensee remains obligated to clear the lien without cost to Licensor even after termination.

5.07. Runoff. Licensee must assure that:

- a. No runoff from Licensee's property toward the River Walk contains any non-naturally-occurring dissolved contaminants;
- b. No runoff from Licensee's property toward the River Walk contains floating items of any kind, whether or not natural;
- c. All runoff from Licensee's property toward the River Walk is slowed enough to prevent erosion or other damage to soil or improvements; and
- d. No runoff overflows River Walk walls, landscaping beds, stair wells, or other Museum Reach Urban Segment improvements affected by Licensee's activities under this License.

6. Indemnity.

6.01. These definitions apply to the indemnity provisions of this Contract:

6.01.01. **"Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising, in whole or in part, out of acts or omissions of any person other than an Indemnitee that give rise to assertions of Indemnitee liability under this Contract, whether or not the person is a party to this agreement. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death. Indemnified Claims also include claims in which an Indemnitee shares liability with the Indemnitor, excluding only claims as to which Indemnitees are solely negligent.**

6.01.02. "Indemnitees" means the City of San Antonio and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

6.01.03. "Indemnitor" means Licensee.

6.02. Indemnitor must indemnify Indemnitees, individually and collectively, from all Indemnified Claims.

6.03. If Indemnitor and one or more Indemnitees are finally adjudged to be jointly liable for Indemnified Claim, Indemnitor need not further indemnify the so-adjudged Indemnitees from liability arising from the Indemnitees' adjudicated share of liability. But despite allegations of Indemnitee negligence, Indemnitor must nevertheless defend all Indemnitees until final adjudication. Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnitee who has been adjudged to be negligent and must continue to indemnify other Indemnitees.

6.04. There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnitees..

6.05. Indemnitor must promptly advise the City of San Antonio in writing of any Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim. Whether or not the City of San Antonio is an Indemnitee as to a particular Indemnified Claim, the City of San Antonio may require Indemnitor to replace the counsel Indemnitor has hired to defend Indemnitees. The City may also require Indemnitor to hire specific-named counsel for so long as the named counsel's hourly rates do not exceed the usual and customary charges for counsel handling sophisticated and complex litigation in the locale where the suit is pending. No such actions release or impair Indemnitor's obligations under this indemnity paragraph, including its obligation to pay for the counsel selected by City. Regardless of who selects the counsel, the counsel's clients are Indemnitees, not Indemnitor.

6.06. In addition to the indemnity required under this Contract, each Indemnitee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.

6.07. Indemnitor may not settle any Indemnified Claim without the consent of the City of San Antonio, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and (B) the proposed settlement does not contain an admission of liability or wrongdoing by any Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of San Antonio is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 calendar days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

6.08. Nothing in this Contract waives governmental immunity or other defenses of Indemnitees under applicable law.

6.09. If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 5% by the Indemnites and 95% by the Indemnitor. Indemnitor need look only to the City of San Antonio for Indemnites' 5% if the City of San Antonio is an Indemnified Party as to a particular Indemnified Claim.

7. Insurance.

7.01. Without limiting Licensor's rights to indemnity, Licensee must provide and maintain insurance, at its own expense, with companies admitted to do business in the State of Texas and with a rating of A- (VII) or better by A. M. Best and Company or provide evidence of self-insurance, in the following types and amounts:

Type	Amount
1. Worker's Compensation during the performance of improvements to the Premises or an approved alternate plan at other periods during the Term.	Statutory, with a waiver of subrogation in favor of Licensor
2. Employers' Liability during improvements to the Premises or an approved alternate plan at other periods during the Term.	\$500,000 per category, with a waiver of subrogation in favor of Licensor
3. Commercial General (Public) Liability – to include coverage for the following where the exposure exists: (a) Premises/Operations (b) Independent Contractors (c) Products/Completed (d) Personal Injury Liability (e) Contractual Liability (f) Explosion, Collapse and Underground Property (g) Broad Form Property Damage	For Bodily Injury and Property Damage: \$1,000,000 per Occurrence, \$2,000,000 general aggregate or its equivalent in Umbrella or Excess Liability coverage.
4. Property Insurance -- for physical damage to the property of Licensee including improvements and betterments to the Premises.	Coverage for a minimum of 80% of the actual cash value of the improvements.

Any substitute for Workers' Compensation and Employer's Liability must be approved in advance by Licensor's Risk Manager.

7.02. Licensor's Risk Manager may reasonably modify the above requirements if he determines the modification is in the Licensor's best interest. If Licensee believes the requested change is unreasonable, Licensee has 60 calendar days to give notice of termination. The termination provisions then apply.

7.03. With respect to the above required insurance, each insurance policy required by this License must contain the following clauses:

“No insurance or self-insurance provided by Licensee can be canceled, limited in scope or coverage, or non-renewed until after 30 days' prior written notice has been given to:

Department of Downtown Operations
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

“Any insurance or self-insurance provided by Licensee is primary to any insurance or self-insurance maintained by the City of San Antonio.”

“Any insurance or self-insurance maintained by the City of San Antonio applies in excess of, not in contribution with, insurance provided by this policy.”

7.04. Each insurance policy required by this License, excepting policies for Workers' Compensation, Employer's Liability and Professional Liability, must contain the following clause:

"The City of San Antonio, its elected officials, employees, agents, and representatives are added as additional insureds."

7.05. Licensee must deliver to Licensor, within 30 calendar days after the Effective Date, endorsements to the above-required policies adding the applicable clauses referenced above. Such endorsements must be signed by an authorized representative of the insurance company and show the signatory's company affiliation and title. Licensee must deliver to Licensor documentation acceptable to Licensor confirming the authority of those signing the endorsements.

7.06. The Notices and Certificates of Insurance must be provided to the same address as for notices of cancellation.

7.07. This License does not limit Licensee's liability arising out of or related to the Premises or Licensee's activities thereon.

7.08. Licensee waives all claims against Licensor for injury to persons or property on or about the Premises, whether or not caused by Licensor's negligence.

8. Termination.

8.01. Licensor may terminate this License at any time before expiration by giving Licensee 30 calendar days' written notice.

8.02. Upon expiration or termination, all rights and privileges immediately cease, and Licensee must immediately cease use of the Premises. Licensor may direct Licensee to either (a) abandon the encroaching improvements and appurtenances, including lines and equipment; or (b) remove all or any part of them and restore the Premises, at Licensee's sole cost, to original condition. Improvements or appurtenances not removed within 90 calendar days after termination, whether by expiration or otherwise, become the property of Licensor. Licensor may, without liability to Licensee, dispose of such property at a public or private sale, without notice to Licensee. Licensee is liable for Licensor's costs incurred in connection with Licensee's property.

9. Assignment/Sublicensing.

This License cannot be assigned or sublicensed, other than to Licensee's parent or subsidiaries. Licensee must give Licensor 30 calendar days' written notice before such an assignment or sublicense. Licensee cannot lease or sublease the Premises.

10. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, Licensor may terminate this License as of the date title to the taken land vests in the condemning authority. Licensee waives any claim to condemnation proceeds paid to Licensor. Licensee may seek a separate condemnation award.

11. Attorney's Fees and Court Costs.

In any action in which Licensee is found to have materially defaulted hereunder, Licensor can recover from Licensee its reasonable attorney's fees.

12. Taxes and Licenses.

Licensee must pay, on or before the due date all federal, state, and local taxes, license fees, permit fees, and similar charges now or hereafter levied on Licensee or its property or on the Premises and arising from Licensee's use thereof.

13. Prohibited Interests in Contracts.

13.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (a) a City officer or employee;
- (b) his parent, child or spouse;
- (c) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (d) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.02. Licensee warrants and certifies as follows:

- (a) Licensee and its officers, employees and agents are neither officers nor employees of the City.
- (b) Licensee has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

13.03. Licensee acknowledges that City's reliance on the above warranties and certifications is reasonable.

14. Licensee Financing.

Licensee may encumber Licensee's personal property on the Premises, and any lien of Licensor (whether by statute or under this License) is subordinate to the financing lien. Licensor will acknowledge this subordination in writing, if the proffered documents do not modify the rights and obligations of this License. The City Manager or a designee may execute such documents, without a further ordinance. But if the documents modify the License, then a specific ordinance is required.

15. Lien for License Fee, Taxes, Fees and Other Charges.

Licensee grants Licensor a security interest in Licensee's property on the Premises. The security interest secures payment of the Fee and all taxes, fees, and other charges owing because of Licensee's use under this License. Licensee may dispose of the property free of the security interest in the ordinary course of business. At Licensor's request, Licensee must execute a financing statement.

16. Consent/Approval of Licensor.

When Licensor's consent and approval is called for under this License, the consent and approval may be granted or withheld by the Director of Downtown Operations, unless the City Charter requires Council action.

17. Appropriations.

All obligations of the City of San Antonio under this instrument are funded at the discretion of City Council. The City need not pay any sum not appropriated by City Council.

18. Miscellaneous Provisions

18.01. Relationship Limited. This instrument creates only the relationship of Licensor and Licensee. The parties are not principal and agent, partners, joint venturers, or participants in any other enterprise between them.

18.02. Nondiscrimination. Licensee must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

18.03. Release From Liability. If Licensor transfers the Premises, Licensor will have no liability relating to the period after transfer. Licensor's transferee will succeed to all Licensor's rights hereunder.

18.04. Yielding Up. Licensee must, at termination, whether by expiration or otherwise, yield the Premises up peacefully.

18.05. Authority to Execute. The party or parties executing this License on behalf of Licensee personally warrant that each of them has full authority to do so.

18.06. Acknowledgment of Reading. The parties acknowledge reading this License, including exhibits or attachments, and have received the advice and counsel necessary to form a complete understanding of their rights and obligations. Having so done, they execute this License freely and voluntarily.

18.07. Applicable Law. The Construction Of This License And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas. But the Texas conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas. The obligations of both parties are performable in San Antonio, Bexar County, Texas.

18.08. Severability. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

18.09. Successors. This License 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.

18.10. Integration. This Written License 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.

18.11. Modification. This License may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

18.12. Third Party Beneficiaries. This License is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.

18.13. Notices. Notices must be in writing and by certified mail, return receipt requested. Notice is complete three business days after deposit, properly addressed and postage prepaid, with the United States Postal Service, a business day being a day the Postal Service delivers mail. 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. Unless changed, notice to Licensee goes to Licensee's address specified at the beginning, and notice to Licensor goes to:

City Clerk		Director, Downtown Operations
City of San Antonio	With a copy	City of San Antonio
P.O. Box 839966	to	P.O. Box 839966
San Antonio, Texas 78283-3966		San Antonio, Texas 78283-3966

18.14. Pronouns. In construing this License, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire License, not to any particular provision of it.

18.15. Captions. Paragraph captions in this License are for ease of reference only and do not affect the interpretation hereof.

18.16. Counterparts. This License may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the

number of counterparts, they constitute only one agreement. In making proof of this License, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

18.17. Further Assurances. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties under this License

18.18. Ambiguities Not to Be Construed Against Drafter. Ambiguities in this License must be resolved without construing against the drafter.

18.19. Time of Essence. Time is of the essence in all deadlines in this License.

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

19. Public Information.

Licensee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

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

Licensor:

City of San Antonio,
a Texas municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

Licensee:

Paradigm Hotel SA River Walk, LP, a
Texas limited partnership, by and
through its sole general partner

Paradigm Hotel Group, LLC, a Texas
limited liability company

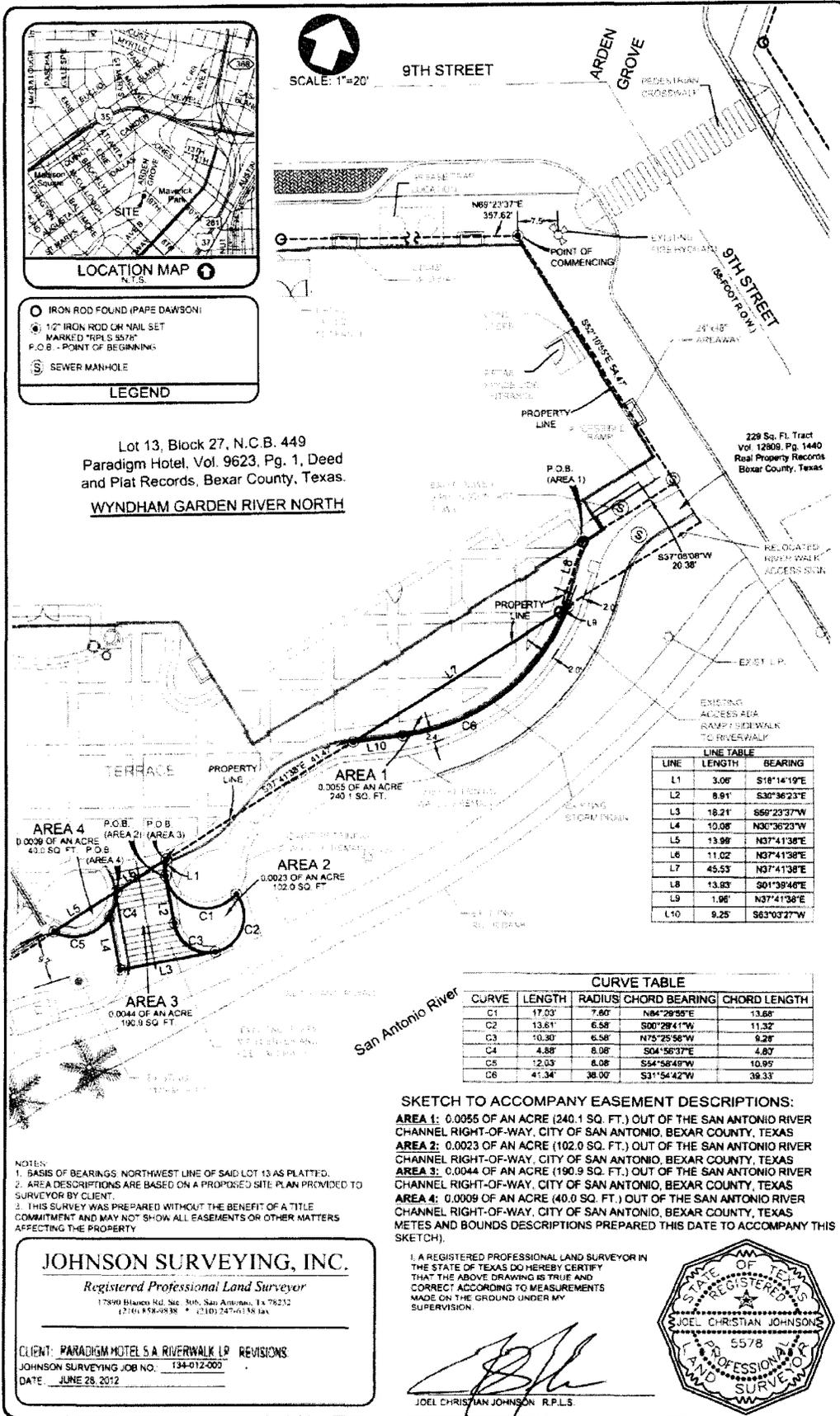
By: _____

Printed
Name: _____

Title: _____

Date: _____

Exhibit A



Johnson Surveying, Inc.

Registered Professional Land Surveyor

METES AND BOUNDS DESCRIPTION

AREA 1

A 0.0055 OF AN ACRE (240.1 SQ. FT.) OF LAND OUT OF THE SAN ANTONIO RIVER CHANNEL RIGHT-OF-WAY, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS; SAID 0.0055 OF AN ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod set with cap marked "RPLS 5578" on the Southwest Right-of-Way of 9th Street marking the most Northerly corner of Lot 13, Block 27, N.C.B. 449, Paradigm Hotel according to plat thereof recorded in Volume 9623, Page 1, Deed and Plat Records, Bexar County, Texas, said point bearing North 69°23'37" East (Basis of Bearings) 357.62 feet from a ½" iron rod found marking the most Westerly corner of said Lot 13;

THENCE South 52°10'55" East 54.47 feet along the Southwest Right-of-Way line of 9th Street to a point on an existing Sewer Manhole marking the most Easterly corner of said Lot 13;

THENCE South 37°08'08" West 20.38 feet along the Southeast line of said Lot 13 to a ½" iron rod found with cap marked "Pape-Dawson";

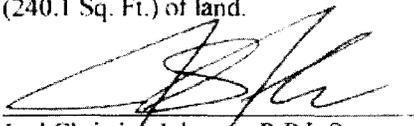
THENCE South 01°39'46" East 13.93 feet to a ½" iron rod found marked "Pape-Dawson" marking the **POINT OF BEGINNING** of this tract;

THENCE North 37°41'38" East 1.96 feet to a ½" iron rod set with cap marked "RPLS 5578";

THENCE 41.32 feet along a curve to the right having the following parameters: Radius=38.00 feet, Chord Bearing=South 31°54'42" West 39.33 feet to a ½" iron rod set with cap marked "RPLS 5578";

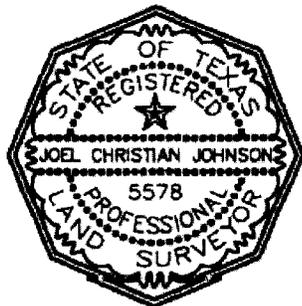
THENCE South 63°03'27" West 9.25 feet to a ½" iron rod set with cap marked "RPLS 5578" on the Southeast line of said Lot 13;

THENCE North 37°41'38" East 45.53 feet to the **POINT OF BEGINNING** and containing 0.0055 of an acre (240.1 Sq. Ft.) of land.


Joel Christian Johnson, R.P.L.S.

Date

06-28-12



Johnson Surveying, Inc.

Registered Professional Land Surveyor

METES AND BOUNDS DESCRIPTION

AREA 2

A 0.0023 OF AN ACRE (102.0 SQ. FT.) OF LAND OUT OF THE SAN ANTONIO RIVER CHANNEL RIGHT-OF-WAY, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS; SAID 0.0023 OF AN ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod set with cap marked "RPLS 5578" on the Southwest Right-of-Way of 9th Street marking the most Northerly corner of Lot 13, Block 27, N.C.B. 449, Paradigm Hotel according to plat thereof recorded in Volume 9623, Page 1, Deed and Plat Records, Bexar County, Texas, said point bearing North 69°23'37" East (Basis of Bearings) 357.62 feet from a ½" iron rod found marking the most Westerly corner of said Lot 13;

THENCE South 52°10'55" East 54.47 feet along the Southwest Right-of-Way line of 9th Street to a point on an existing Sewer Manhole marking the most Easterly corner of said Lot 13;

THENCE South 37°08'08" West 20.38 feet along the Southeast line of said Lot 13 to a ½" iron rod found with cap marked "Pape-Dawson";

THENCE South 01°39'46" East 13.93 feet to a ½" iron rod found marked "Pape-Dawson";

THENCE South 37°41'38" East 87.00 feet along the Southeast line of said Lot 13 to a ½" iron rod set with cap marked "RPLS 5578";

THENCE South 18°14'19" East 3.06 feet to a ½" iron rod set with cap marked "RPLS 5578" marking the **POINT OF BEGINNING** of this tract;

THENCE 17.03 feet along a curve to the left having the following parameters: Radius=7.60 feet, Chord Bearing= North 84°29'55" East 13.68 feet to a ½" iron rod set with cap marked "RPLS 5578";

THENCE 13.61 feet along a curve to the right having the following parameters: Radius=6.58 feet, Chord Bearing=South 00°29'41" West 11.32 feet to a ½" iron rod set with cap marked "RPLS 5578";

THENCE 10.30 feet along a curve to the right having the following parameters: Radius=6.58 feet, Chord Bearing=North 75°25'58" West 9.28 feet to a ½" iron rod set with cap marked "RPLS 5578";

THENCE North 30°36'23" West 8.91 feet to the **POINT OF BEGINNING** and containing 0.0023 of an acre (102.0 Sq. Ft.) of land.


Joel Christian Johnson, R.P.L.S.

06-28-12
Date

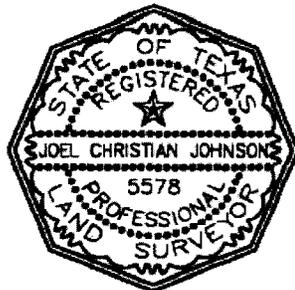


Exhibit D

Johnson Surveying, Inc.

Registered Professional Land Surveyor

METES AND BOUNDS DESCRIPTION AREA 3

A 0.0044 OF AN ACRE (190.9 SQ. FT.) OF LAND OUT OF THE SAN ANTONIO RIVER CHANNEL RIGHT-OF-WAY, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS; SAID 0.0044 OF AN ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod set with cap marked "RPLS 5578" on the Southwest Right-of-Way of 9th Street marking the most Northerly corner of Lot 13, Block 27, N.C.B. 449, Paradigm Hotel according to plat thereof recorded in Volume 9623, Page 1, Deed and Plat Records, Bexar County, Texas, said point bearing North 69°23'37" East (Basis of Bearings) 357.62 feet from a ½" iron rod found marking the most Westerly corner of said Lot 13;

THENCE South 52°10'55" East 54.47 feet along the Southwest Right-of-Way line of 9th Street to a point on an existing Sewer Manhole marking the most Easterly corner of said Lot 13;

THENCE South 37°08'08" West 20.38 feet along the Southeast line of said Lot 13 to a ½" iron rod found with cap marked "Pape-Dawson";

THENCE South 01°39'46" East 13.93 feet to a ½" iron rod found marked "Pape-Dawson";

THENCE South 37°41'38" East 87.00 feet along the Southeast line of said Lot 13 to a ½" iron rod set with cap marked "RPLS 5578" marking the POINT OF BEGINNING of this tract;

THENCE South 18°14'19" East 3.06 feet to a ½" iron rod set with cap marked "RPLS 5578";

THENCE South 30°36'23" East 8.91 feet to a ½" iron rod set with cap marked "RPLS 5578";

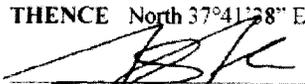
THENCE 10.30 feet along a curve to the left having the following parameters: Radius=6.58 feet, Chord Bearing=South 75°25'58" East 9.28 feet to a ½" iron rod set with cap marked "RPLS 5578";

THENCE South 59°23'37" West 18.21 feet to a mag nail set with washer marked "RPLS 5578";

THENCE North 30°36'23" West 10.08 feet to a ½" iron rod set with cap marked "RPLS 5578";

THENCE 4.88 feet along a curve to the left having the following parameters: Radius=8.08 feet, Chord Bearing= North 04°56'37" West 4.80 feet to a ½" iron rod set with cap marked "RPLS 5578" on the Southeast line of said Lot 13;

THENCE North 37°41'38" East 11.02 feet to the POINT OF BEGINNING and containing 0.0044 of an acre (190.9 Sq. Ft.) of land.


Joel Christian Johnson, R.P.L.S.

Date

06-28-12

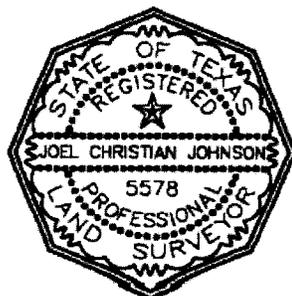


Exhibit E

Johnson Surveying, Inc.

Registered Professional Land Surveyor

METES AND BOUNDS DESCRIPTION AREA 4

A 0.0009 OF AN ACRE (40.0 SQ. FT.) OF LAND OUT OF THE SAN ANTONIO RIVER CHANNEL RIGHT-OF-WAY, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS; SAID 0.0009 OF AN ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod set with cap marked "RPLS 5578" on the Southwest Right-of-Way of 9th Street marking the most Northerly corner of Lot 13, Block 27, N.C.B. 449, Paradigm Hotel according to plat thereof recorded in Volume 9623, Page 1, Deed and Plat Records, Bexar County, Texas, said point bearing North 69°23'37" East (Basis of Bearings) 357.62 feet from a ½" iron rod found marking the most Westerly corner of said Lot 13;

THENCE South 52°10'55" East 54.47 feet along the Southwest Right-of-Way line of 9th Street to a point on an existing Sewer Manhole marking the most Easterly corner of said Lot 13;

THENCE South 37°08'08" West 20.38 feet along the Southeast line of said Lot 13 to a ½" iron rod found with cap marked "Pape-Dawson";

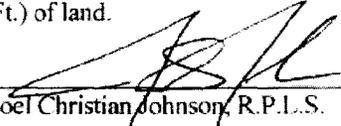
THENCE South 01°39'46" East 13.93 feet to a ½" iron rod found marked "Pape-Dawson";

THENCE South 37°41'38" East 98.02 feet along the Southeast line of said Lot 13 to a ½" iron rod set with cap marked "RPLS 5578" marking the POINT OF BEGINNING of this tract;

THENCE 4.88 feet along a curve to the right having the following parameters: Radius=8.08 feet, Chord Bearing= South 04°56'37" East 4.80 feet to a ½" iron rod set with cap marked "RPLS 5578";

THENCE 12.03 feet along a curve to the right having the following parameters: Radius=8.08 feet, Chord Bearing= South 54°58'49" West 10.95 feet to a ½" iron rod set with cap marked "RPLS 5578" on the Southeast line of said Lot 13;

THENCE North 37°41'38" East 13.99 feet to the POINT OF BEGINNING and containing 0.0009 of an acre (40.0 Sq. Ft.) of land.


Joel Christian Johnson, R.P.L.S.

06-28-12

Date

