JRP
5/21/2015
Item No. 24

AN ORDINANCE 2015-05-21-0441

APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A CLOSEOUT AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND STREET RETAIL SAN ANTONIO LP, CONCLUDING STREET RETAIL SAN ANTONIO LP'S INVOLVEMENT IN THE HOUSTON STREET TAX INCREMENT REINVESTMENT ZONE AND ACCEPTING CONVEYANCE OF PROPERTY AND PUBLIC EASEMENTS WITH GRAYSTREET HOUSTON - 150 E. HOUSTON STREET, LLC, AND GRAYSTREET HOUSTON – 219 E. HOUSTON STREET, LLC WITHIN THE HOUSTON TIRZ.

* * * * *

WHEREAS, in accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code (the "TIF Act"), the City Council, through Ordinance No. 90969 dated December 9, 1999 designated the Houston Street TIRZ for a term that expired on September 30, 2014 and authorized a Development Agreement with Street Retail San Antonio, LP ("Developer") and Interlocal Agreements with Bexar County, The University Health System, and Alamo Colleges, all of which also expired on September 30, 2014; and

WHEREAS, the Developer completed several projects pursuant to the Development Agreement, including the Presa Street Bridge Linkage, The Houston Street Bridge Linkage, the Majestic Courtyard, and several façade restorations along Houston Street; and

WHEREAS, the City Council through Ordinance 2014-09-18-0713 extended the term of the Houston Street TIRZ an additional 20 years until September 30, 2034 in order to continue revitalization efforts within the zone and to capitalize on future opportunities; and

WHEREAS, staff has negotiated and recommends the execution of a Close-Out Agreement in which the parties acknowledge that each have met their obligations under the Development Agreement and the City agrees to pay the Developer One million, two hundred ninety-nine thousand, and seven hundred seventy-seven dollars and twenty-two cents ($1,299,777.22) as final payment for obligations completed in accordance with the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, Street Retail San Antonio, LP is obligated to convey the Houston Street Bridge Linkage by Special Warranty Deed and to grant public easements associated with the Houston Street Bridge Linkage the Majestic Courtyard; and

WHEREAS, the Developer has sold its properties along Houston Street to GrayStreet Houston - 150 E. Houston Street, LLC and Graystreet Houston – 219 E. Houston Street. LLC ("GrayStreet); and

WHEREAS, in connection with the conveyance by the Developer of the Houston Street Bridge Linkage to the City, the City will receive public easements from Graystreet and assume an

obligation to maintain this property, subject to annual budget appropriations, **NOW THEREFORE:**

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

SECTION 1. City Council hereby approves the terms and authorizes the execution by the City Manager or her designee, of a Close-out Agreement and related close-out documents with Street Retail San Antonio LP., a copy of which is attached in substantially final form as **Exhibit A**.

SECTION 2. City Council hereby authorizes the final payment of One million, two hundred ninety-nine thousand, and seven hundred seventy-seven dollars and twenty-two cents ($1,299,777.22) to Street Retail San Antonio LP.

SECTION 3. Funding for the maintenance of the Houston Street Bridge Linkage conveyance will be contingent upon annual appropriations by City Council.

SECTION 4. This Ordinance shall become effective immediately upon its passage by eight (8) affirmative votes of the City Council. If less than eight (8) affirmative votes are received, then this Ordinance shall be effective ten (10) days after passage.

PASSED AND APPROVED this 21st day of May, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**24 (in consent vote: 5, 6, 7, 8, 9, 13, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26)**
Date:	05/21/2015
Time:	09:57:15 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of a Closeout Agreement between the City of San Antonio and Street Retail San Antonio LP, concluding Street Retail San Antonio LPs involvement in the Houston Street Tax Increment Reinvestment Zone and accepting conveyance of property and public easements with Graystreet Houston - 150 East Houston Street, LLC, and Graystreet Houston - 219 East Houston Street, LLC within the Houston TIRZ. [Peter Zanoni, Deputy City Manager; John Dugan, Director, Planning and Community Development]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

EXHIBIT A

AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Agreement (the "Agreement") is entered into between and among the CITY OF SAN ANTONIO, a Texas Municipal Corporation (hereinafter the "CITY"), as authorized pursuant to Ordinance _____-____-_____, passed and approved _____, 2015; and STREET RETAIL SAN ANTONIO, LP, a Delaware limited partnership ("STREET RETAIL"); (collectively referred to herein as the "Parties"), which Agreement is set forth as follows:

WHEREAS, the CITY and STREET RETAIL entered into a Development Agreement June 13, 2000 authorized by Ordinance 91539 dated March 30, 2000, which Development Agreement was amended by First Amendment authorized by Ordinance No. 92409 dated August 24, 2000, Second Amendment authorized by Ordinance No. 92409 dated August 24, 2000, Third Amendment authorized by Ordinance 2007-09-20-0986 dated September 20, 2007, and Fourth Amendment authorized by Ordinance 2010-04-01-0270 dated April 1, 2010 (collectively, the "Development Agreement");

WHEREAS, pursuant to the terms of the Development Agreement, Federal Realty Investment Trust, a Maryland Real Estate Investment Trust executed a Guaranty Agreement dated effective March 30, 2000 (the "Guaranty Agreement"); and

WHEREAS, pursuant to the terms of the Development Agreement, STREET RETAIL and the CITY entered into the agreements listed on EXHIBIT A, attached hereto (the "TIRZ Agreements");

WHEREAS, pursuant to the terms of the Development Agreement and applicable state law, the CITY established a fund (the "TIRZ Fund") to (i) receive and maintain deposits from the CITY, along with deposits from Bexar County, Bexar County Hospital District d/b/a University Health System and the Alamo Community College District (collectively, the "Taxing Authorities") pursuant to agreements entered into by the CITY, Tax Increment Reinvestment Zone Number Nine (9), City of San Antonio, Texas and the Taxing Authorities (collectively referred to as the "Interlocal Agreements") and (ii) disburse funds to STREET RETAIL pursuant to the terms of the Development Agreement; and

WHEREAS, the Development Agreement and the TIRZ Agreements have terminated and (i) STREET RETAIL has completed its obligations under the Development Agreement and the TIRZ

Agreements, other than executing the agreements listed on Exhibit B, attached hereto, (collectively, the "Close Out Documents") and (ii) the CITY has completed its obligations under the Development Agreement and the TIRZ Agreements, other than executing the Close Out Documents and delivering to STREET RETAIL the sum of $1,299,777.22 as full and final payment due to STREET RETAIL by the CITY under the terms of the Development Agreement (the "TIRZ Payment").

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, including the recitals set forth above, the receipt and sufficiency of which are hereby formally acknowledged, the Parties agree as follows:

1. Development Agreement and TIRZ Agreements. The CITY and STREET RETAIL acknowledge and agree that the Development Agreement and the TIRZ Agreements are terminated.

2. Representations and Warranties of the CITY. CITY hereby makes each of the following representations, warranties and covenants (collectively, the "CITY Representations and Warranties") to STREET RETAIL.

2.1 Existence. CITY is a municipal corporation and home rule city of the State of Texas principally situated in Bexar County.

2.2 Power and Authority. CITY has all requisite municipal corporate power and authority to enter into this Agreement and perform all of its obligations under this Agreement. The execution and performance by CITY of this Agreement has been duly authorized by all necessary CITY Council action and, except for the additional approval of STREET RETAIL, do not require the consent or approval of any other person which has not been obtained, including without limitation any federal, state or municipal entity, authority, agency or court.

2.3 No Legal Bar. The execution and performance by CITY of this Agreement does not, and will not, violate any provisions of any contract, agreement, instrument, statute or ordinance to which CITY is a party or is subject.

2.4 Litigation. To the knowledge of the CITY, there are no actions or proceedings pending or threatened the determination of which would materially and adversely affect the ability of the CITY to fulfill its obligations under this Agreement.

2.5 TIRZ Payment and TIRZ Fund. The TIRZ Payment of $1,299,777.22 (i) is the amount in the TIRZ Fund as of September 30, 2014 and (ii) the Parties agree that this is the amount to be paid to STREET RETAIL as full and final payment.

2.6 Development Agreement and TIRZ Agreements. STREET RETAIL has satisfactorily completed its obligations under the Development Agreement and the TIRZ Agreements, other than delivering to the CITY executed original Close Out Documents.

2.7 Knowledge. The CITY has no knowledge of any facts or circumstances which presently, or with the passage of time would, evidence that any of the STREET RETAIL Representations and Warranties are in any way inaccurate, incomplete or misleading.

3. Representations and Warranties of STREET RETAIL. STREET RETAIL hereby makes each of the following representations, warranties and covenants (collectively, the "STREET RETAIL Representations and Warranties") to the CITY.

3.1 Existence. STREET RETAIL is a limited partnership duly organized and legally existing under the laws of the State of Delaware, and qualified to transact business in the State of Texas and whose General Partner is legally existing under the laws of the State of Maryland and is qualified to transact business as Street Retail San Antonio, Inc., in the State of Texas.

3.2. Power and Authority. STREET RETAIL has all requisite power and authority to enter into this Agreement and perform all of its obligations under this Agreement. The execution and performance by STREET RETAIL of this Agreement have been duly authorized by all necessary partnership action and, except for the additional approval of CITY do not require the consent or approval of any other person which has not been obtained, including, without limitation, any Governmental Authority. The General Partner has all requisite power and authority to enter into this Agreement as the general partner in STREET RETAIL and does not require the consent or approval of any other person or entity which has not been obtained, including, without limitation, any federal State or municipal entity, authority, agency or court.

3.3 No Legal Bar. The execution and performance by STREET RETAIL, acting by and through its General Partner, of this Agreement do not, and will not, violate any provisions of any contract, agreement, instrument, statute or ordinance to which STREET RETAIL or its General Partner is a party or is subject.

3.4 Litigation. To the knowledge of STREET RETAIL, there are no actions or proceedings pending or threatened against STREET RETAIL or its General Partner, the determination of which would materially and adversely affect the ability of STREET RETAIL to fulfill its obligations under this Agreement.

3.5 Knowledge. STREET RETAIL has no knowledge of any facts or circumstances which presently, or with the passage of time would, evidence that any of the CITY Representations are in any way inaccurate, incomplete or misleading.

3.6 Qualifying Lease. As of September 30, 2014, there were no "Qualifying Leases," as such term is defined in Section 7.3B.4 of the Fourth Amendment to the Development Agreement.

3.7 Development Agreement and TIRZ Agreements. CITY has satisfactorily completed its obligations under the Development Agreement and the TIRZ Agreements, other than delivering to STREET RETAIL executed original Close Out Documents.

4. The Close Out. Contemporaneously with the execution of this Agreement, the CITY and STREET RETAIL have delivered to the other party, the following:

4.1 The CITY. The CITY has delivered to STREET RETAIL (i) fully executed original counterparts of the Close Out Documents, (ii) the fully executed original "Termination and Release of Guaranty Agreement" in the form attached as Exhibit C, attached hereto, together with the original executed Guaranty Agreement, and (ii) the TIRZ Payment in immediately available funds.

4.2 STREET RETAIL. STREET RETAIL has delivered to the CITY fully executed original counterparts of the Close Out Documents.

5. Mutual Release of Claims by CITY and STREET RETAIL. CITY and STREET RETAIL, for and on behalf of themselves, all related companies, partnerships or joint ventures, with respect to each of them, including without limitation, SRI San Antonio, Inc. d/b/a Street Retail San Antonio I, Inc., a Maryland corporation and Federal Realty Investment Trust, a Maryland Real Estate Investment Trust, their predecessors, successors and assigns, do hereby, RELEASE, ACQUIT and FOREVER DISCHARGE each other, officers, directors, assigns, representatives, agents, or employees, of and from any and all claims, damages, demands, liability, lawsuits, actions or causes of action, costs, losses, expenses, compensation and/or obligations, whether known or unknown, at law or in equity, which either the CITY or STREET RETAIL have or may have against each other arising from or related in any way whatsoever to the Development Agreement, the TIRZ Agreements and/or the Guaranty Agreement.

6. Miscellaneous Provisions.

6.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, insurers, sureties, administrators, legal representatives, corporations, partnerships, entities, successors or predecessors, directors, officers, employees, servants, assigns, attorneys or any one in privity with any of them.

6.2 Survival. The CITY Representations and Warranties and the STREET RETAIL Representations and Warranties shall survive the execution of this Agreement and the Close Out Documents.

6.3 Applicable Law. This Agreement shall be construed and enforced under the laws of the State of Texas.

6.4 Incorporation. Each and all of the exhibits attached hereto are hereby incorporated into this Agreement by reference.

6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto.

6.6 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters to which it pertains and may be amended only by written agreement signed by the Parties and by reference made a part hereof.

6.7 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Settlement and Release Agreement to be executed by their duly authorized representatives as of the latter date set forth below.

CITY OF SAN ANTONIO

By:_____

Title:_____

Date:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STREET RETAIL SAN ANTONIO, LP,
A Delaware Limited Partnership,
By and through its sole general partner,
SRI San Antonio, Inc. d/b/a Street Retail
San Antonio I, Inc., a Maryland corporation

By:_____

Title:_____

Date:_____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the CITY OF SAN ANTONIO, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2015, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

My Commission expires:_____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of STREET RETAIL SAN ANTONIO, LP, a Delaware Limited Partnership, by and through its sole general partner, SRI San Antonio, Inc. d/b/a Street Retail San Antonio I, Inc., a Maryland corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2015, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

My Commission expires:_____

EXHIBIT A

TIRZ Agreements

1. Guaranty Agreement (Development Agreement) by Federal Realty Investment Trust, dated March 30, 2000

2. Project Management Contract by and between Street Retail San Antonio, LP and the City of San Antonio dated as of October 3, 2001 (Majestic Theatre Courtyard)

3. Project Management Contract by and between Street Retail San Antonio, LP and the City of San Antonio dated as of January 8, 2002 (Houston Street Linkage)

4. Joint Use Agreement by and between Street Retail San Antonio, LP and the City of San Antonio dated as of November 19, 2009 (Majestic Theatre Courtyard)

5. Recordable Memorandum of Permission (Joint Use Agreement/Majestic Courtyard) by the City of San Antonio and Street Retail San Antonio, LP (Recorded December 3, 2009, Doc. No. 200902323588, Official Records of Bexar County , Texas) (Majestic Theatre Courtyard)

6. Temporary Easement Agreement (undated) between Street Retail San Antonio, LP and the City of San Antonio (not recorded) (Houston Street Linkage)

EXHIBIT A-1

Guaranty Agreement

FOR VALUE RECEIVED, and in consideration of the agreement by CITY OF SAN ANTONIO, TEXAS ("CITY") to enter into that certain Development Agreement dated effective March 30, 2000 ("Development Agreement"), between CITY and STREET RETAIL SAN ANTONIO, LP, a Delaware limited partnership (hereinafter called "DEVELOPER"), which Development Agreement directly and materially benefits the undersigned, and for other good and valuable considerations, the undersigned, FEDERAL REALTY INVESTMENT TRUST, a Maryland Real Estate Investment Trust, whose address is 1626 E. Jefferson Street, Rockville, Maryland 20852, ATTN: Legal Department (herein called "Guarantor"), absolutely and unconditionally guarantees the prompt and punctual payment and performance of the Obligations, as hereinafter defined, of DEVELOPER as and when the same shall be due, whether by the lapse of time or otherwise, and at all times thereafter, to CITY, whose address is c/o Finance Department, 506 Dolorosa, San Antonio, Bexar County, Texas 78204, as provided herein. Payment of all amounts hereunder shall be made at the address of CITY, unless and until such address may be changed by notice given in accordance with this Guaranty Agreement.

1. Specific Guaranty of Payment and Performance.

This is a specific guaranty applicable to and, except as limited herein, guaranteeing the following agreements, undertakings and obligations of DEVELOPER under the Development Agreement (herein collectively called the "Obligations"):

A. The obligation to provide to CITY a letter of credit annually on or before October 1, in amounts specified in the Development Agreement, subject to possible abatement for certain years as therein provided. Upon each notice in writing from CITY that Developer has failed to provide a letter of credit in accordance with the terms of the Development Agreement, Guarantor shall provide the letter of credit to CITY within fifteen (15) days of Guarantor's deemed receipt (as determined in accordance with Paragraph 10 hereof) of such notice from CITY.

B. Performance, payment and undertaking all of DEVELOPER's obligations under the Development Agreement without further notice or demand of any kind within ten (10) days after notice in writing from CITY that Developer does not have or has failed to maintain a $10 million net worth requirement in accordance with the terms of the Development Agreement; Guarantor shall perform, pay and undertake all of DEVELOPER's obligations under the Development Agreement if, and only if, Developer fails to have or maintain such $10 million net worth, except as otherwise required under Paragraph A. above.

2. Guarantor to Pay Attorneys' Fees and Costs.

In addition to any other amounts which may become due hereunder, Guarantor agrees to pay to the CITY or to its successors or assigns, all reasonable attorneys' fees or court costs incurred by CITY in enforcing this Guaranty Agreement, if the Obligations are not performed or paid by Guarantor as required herein or if this Guaranty is enforced by suit or through bankruptcy court or through any judicial proceedings whatsoever, and should it be necessary to reduce the CITY's claim

to judgment, said judgment shall bear interest at the highest legal rate permitted by applicable law.

3. Waivers by Guarantor.
Guarantor waives:

1. notice of acceptance of this Guaranty Agreement and of any liability to which it applies or may apply;

2. except as hereinabove expressly provided, demand for payment, presentment for payment, notice of nonpayment, notice of default, protest, notice of protest, notice of dishonor, notice of collection, notice of intention to accelerate, notice of acceleration and any claim for lack of diligence by CITY in bringing suit against any person liable therefor;

3. marshaling of assets and liabilities;

4. all defenses given to sureties or guarantors at law or in equity other than the actual payment and performance of the Obligations and all defenses based upon questions as to the validity, legality or enforceability of the Obligations or the Development Agreement;

5. any and all rights of set-off, statutory or otherwise.

4. Primary Obligation of Guarantor.
Guarantor specifically agrees that it shall not be necessary or required as a condition to the enforcement of this Guaranty Agreement against Guarantor or any person liable hereunder to CITY, and that Guarantor shall not be entitled to require, that CITY

A. make any effort at collection of the Obligations from DEVELOPER other than delivering notice and waiting for expiration of cure periods required under Development Agreement;

B. seize, liquidate, proceed against, foreclose (whether by non-judicial, judicial, executory process or otherwise) upon or otherwise seek to realize upon any security now or hereafter existing or available for the Obligations;

C. file suit or proceed to obtain or assert a claim for personal judgment against any other party (whether maker, guarantor, endorser, surety or otherwise) liable for the Obligations; and

D. make any effort at collection of the Obligations from any such other party or exercise or assert any other right or remedy to which CITY is or may be entitled in connection with the Obligations or any security or other guaranty therefor.

5. Modification of Obligations.
Without in any way diminishing Guarantor's agreements, duties and undertakings under this

Guaranty Agreement, CITY may at any time without the consent of Guarantor, and without notice to Guarantor, upon or without any terms or conditions, and in whole or in part:

A. enter into an agreement with Developer modifying or amending the Development Agreement;

B. exercise or refrain from exercising any rights against DEVELOPER or others; and

C. settle or compromise any liabilities hereby guaranteed or hereby incurred.

6. Accounting For Payments Made by Guarantor.

Whenever Guarantor pays any sum which may become due to CITY under the terms of this Guaranty Agreement, notice in writing shall be delivered to CITY at the time of such payment and, in the absence of such notice, any sums received by CITY on account of any Obligations hereby guaranteed shall be conclusively deemed to be paid by DEVELOPER. All sums paid to CITY by Guarantor shall be applied by CITY to the Obligations according to the terms of the Development Agreement. Guarantor will not be subrogated to the rights of CITY by virtue of any payments made on behalf of DEVELOPER or otherwise. In the event that Guarantor pays any amounts or assumes any obligation of DEVELOPER under the Development Agreement, Guarantor shall be entitled pursuant to Section 11.6 of the Development Agreement to exercise the rights of DEVELOPER under the Development Agreement in connection therewith, provided that Guarantor shall indemnify, hold harmless and defend CITY from and against any claims of Developer arising from or in connection with the exercise of such rights.

7. Benefit Conferred Upon Guarantor.

Guarantor acknowledges that the execution and delivery of this Guaranty Agreement is an essential condition to CITY's agreement to the Development Agreement and all transactions therein described, and Guarantor hereby acknowledges, confirms and declares that CITY's agreement to the Development Agreement to be beneficial and valuable to Guarantor.

8. Continuation of Guaranty.

This instrument is a guaranty of the Obligations and all renewals, extensions and modifications thereof, and shall not be wholly or partially satisfied or extinguished by Guarantor's partial payment or performance thereof, but shall continue in full force and effect as against the Guarantor for the full amount of the Obligations until payment in full or completed performance thereof.

9. Complete Agreement.

The parties hereto expressly acknowledge and agree that, with regard to the subject matter of this Guaranty Agreement, and the transactions contemplated herein, there are no oral agreements between the parties hereto. This Guaranty Agreement embodies the final and complete agreement between the parties and supersedes all prior and contemporaneous negotiations, offers, proposals, agreements, commitments, promises, acts, conduct, course of dealing, representations, statements, assurances and understandings, whether verbal or written.

10. Notices.

Any notice required or permitted to be given hereunder by one party to another shall be in writing and it shall be given and shall be deemed to have been served and given if (a) delivered in person to the address set forth below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid, certified or registered mail return receipt requested, properly addressed to such party at the address hereinafter specified; (c) transmitted by telegram or by telecopy (with the original to be sent the same day by nationally recognized overnight delivery service); or (d) deposited into the custody of a nationally recognized overnight delivery service, such as Federal Express Corporation, addressed to such party at the address herein specified. Any notice mailed in the above manner shall be deemed effective three (3) days after its deposit into the custody of the U.S. postal service or one (1) business day after deposit with such nationally recognized overnight delivery service, as applicable, if marked for delivery the next day; all other notices shall be effective upon receipt. The addresses of the parties for notices under this Guaranty Agreement and for all notices hereunder shall be as stated on page 1 of this Guaranty Agreement.

11. Governing Law:

THIS GUARANTY AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPALS OF CONFLICTS OF LAW).

12. Waiver:

No failure or delay of CITY in exercising any power or right under this Guaranty Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right of power, preclude any other or future exercise thereof or the exercise of any other right or power by CITY.

13. Assignment and Assumption:

(a) Guarantor shall not be entitled to assign, transfer, convey or give away or otherwise alienate (collectively a "Transfer") its interest in this Guaranty without the prior written consent of the City which shall not be unreasonably withheld, conditioned or delayed, provided, however, City's consent shall not be required if such transferee shall then have a net worth of at least One Hundred Million Dollars ($100,000,000) ("Permitted Transferee"). Guarantor shall be released from all liabilities and obligations under this Guaranty arising from and after but shall remain liable for obligations arising prior to: (i) the effective date of any Transfer approved by City; (ii) the effective date of a Transfer to any Permitted Transferee; or (iii) upon a determination by City that the Developer (or any permitted assignee thereof) is a Permitted Transferee.

(b) Any request for approval of a Transfer or confirmation of release upon a Transfer to a Permitted Transferee shall be submitted to City together with such information as City may reasonably require in order to determine whether to grant its consent to a proposed transferee or to determine if a transferee or the Developer is a Permitted Transferee. Within thirty (30) days after City's receipt of the foregoing information, City shall advise Developer of approval or disapproval of the requested Transfer or of a transferee's status as a Permitted Transferee, and if City disapproves, City shall specify the reasons for such disapproval. If City approves a Transfer or the status of a transferee as a Permitted Transferee, City, Developer and transferee shall negotiate

diligently and in good faith the documentation required pursuant to Paragraphs 13(c) and 13(d).

(c) Upon any Transfer by Guarantor or any substitution of a Permitted Transferee for Guarantor, Guarantor shall execute a general release, in form reasonably satisfactory to City, of any and all claims against City and its representatives, managers, employees, elective officials, and agents, including, without limitation, claims arising under the Guaranty and federal, state and local laws, rules and ordinances. In addition, the transferee or replacement guarantor shall enter into a written agreement, in form reasonably satisfactory to City, assuming full liability for and agreeing to perform from the date of the transfer or substitution, all obligations, covenants and agreements contained in this Guaranty to be performed by Guarantor.

(d) Guarantor shall remain liable for all of the obligations to City under this Guaranty arising prior to the effective date of the Transfer or substitution of Guarantor and shall be released from any and all liabilities, obligations, covenants and agreements arising from and after the effective date thereof. Guarantor and City shall execute any and all instruments reasonably requested by City and/or Guarantor to evidence the foregoing.

14. Termination. This Guaranty will terminate upon the earlier to occur of

(a) the full performance of the obligations of Developer under the Development Agreement;

(b) the full performance by Guarantor of the Obligations; or

(c) upon a transfer by Developer of its rights, duties and obligations under the Development Agreement to a transferee with a net worth of at least Twenty Million Dollars (US$20,000,000.00) upon the terms and conditions set forth in Section 17.19.3 and Section 17.19.6 of the Development Agreement.

EXECUTED to be effective as of this 30 day of March, 2000.

GUARANTOR:

FEDERAL REALTY INVESTMENT TRUST, a Maryland Real Estate Investment Trust

BY: _____

NAME: Donald C Wood

TITLE: Senior Vice President • Chief Operating Officer

THE STATE OF Maryland §

COUNTY OF Montgomery §

This instrument was acknowledged before me, the undersigned authority, by Donald C Wood, Sr VP & Chief Operating Officer of FEDERAL REALTY INVESTMENT TRUST, a Maryland Real Estate Investment Trust, on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of May, 2000.

[seal]

CALDINA TURNER

Notary Public in and for
The State of [redacted]

EXHIBIT A-2

STATE OF TEXAS	*	PROJECT MANAGEMENT CONTRACT
	*	
COUNTY OF BEXAR	*	MAJESTIC COURTYARD

This Agreement for Project Management services for a public improvement along Houston Street ("AGREEMENT") is made between the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, Texas (hereinafter called "CITY"), and STREET RETAIL SAN ANTONIO, LP, a Delaware limited partnership, (hereinafter called "DEVELOPER").

WITNESSETH:

WHEREAS, the City, in Ordinance No. 90969, passed and approved on December 9, 1999, designated an area in the central business district as a tax increment reinvestment zone to be known as the "Reinvestment Zone Number Nine, City of San Antonio, Texas"; and

WHEREAS, the City created the Zone to support redevelopment and public infrastructure improvements for the Houston Street/Redevelopment Projects, including the Majestic Courtyard (the "Project"); and

WHEREAS, the City has entered into a Development Agreement (the "Development Agreement") with Developer, pursuant to authority granted in Ordinance 91539, passed and approved March 30, 2000, to undertake the construction of certain public improvements in a manner and as provided therein, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A"; and

WHEREAS, the Development Agreement contemplates that, contingent upon the availability of funding for the Majestic Courtyard, the City would cause the Project to be constructed and retain DEVELOPER as project manager therefor; and

WHEREAS, funding for the Project has been obtained by reprogramming proceeds of certain Certificates of Obligation originally identified for another public improvement; and

WHEREAS, both the CITY and DEVELOPER now desire to implement the applicable provisions of the Development Agreement by setting out the manner and means by which the Project will be constructed with said funding;

NOW THEREFORE, the Parties, in consideration of the foregoing, and the terms and conditions herein contained, do hereby agree as follows:

I. TERM

1.1 Except as otherwise provided for pursuant to the provisions hereof, this AGREEMENT shall commence immediately upon its execution and shall terminate upon completion of the Project, which shall occur when DEVELOPER has fulfilled its obligations set out under Article VI of this AGREEMENT.

II. PARTY REPRESENTATIVES

2.1 Unless written notification by DEVELOPER to the contrary is received by the CITY, John Tschiderer and Brian Fleming shall be DEVELOPER's designated representatives responsible for the management of all contractual matters pertaining to this AGREEMENT.

2.2 The Director of the City's Economic Development Department (hereafter "Director") shall be CITY's representative responsible for the administration of this AGREEMENT.

2.3 Communications between the CITY and DEVELOPER shall be directed to the designated representative of each by the manner and means set out in Paragraph 33.1 of this AGREEMENT.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.1 DEVELOPER understands that funds provided to it pursuant to this AGREEMENT are funds, which have been made available to CITY through issuance of Certificates of Obligation. DEVELOPER shall comply with all State Laws and Regulations regulating the use of proceeds of Certificates of Obligations by municipalities in Texas, to the extent applicable to the obligations of DEVELOPER hereunder, as well as all applicable Federal Laws and Regulations, including but not limited to the Americans with Disabilities Act, to the extent applicable to the obligations of DEVELOPER hereunder. DEVELOPER understands, however, that said State and Federal Laws and Regulations in no way constitute a complete compilation of all duties imposed on DEVELOPER by law or administrative ruling, or narrow the standards which DEVELOPER must follow.

3.2 The Project being funded under this AGREEMENT is a public improvement and, to the extent applicable, GRANTEE agrees to and shall utilize a Sealed Bid or a Request for Proposal ("RFP") process to award any contract(s) as would be required under Chapter 252 of the Texas Local Government Code ("Code") as modified by Section 212.071 et seq. of the Code in the event the CITY was constructing the Project. This includes all applicable notice requirements, the selection process and the bonding requirements of any contractor, such as payment and performance bonds. The Parties agree that for each contract, the City Clerk shall receive all bids, open same and turn them over to DEVELOPER.

3.3 DEVELOPER shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting DEVELOPER's operations under this AGREEMENT.

IV. LEGAL AUTHORITY

4.1 DEVELOPER represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

4.2 The signer of this AGREEMENT for DEVELOPER represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of DEVELOPER and to bind DEVELOPER to all terms, performances and provisions herein contained.

4.3 CITY represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

4.4 The signer of this AGREEMENT for CITY represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of CITY and to bind CITY to all terms, performances and provisions herein contained.

4.5 In the event that a dispute arises as to the legal authority to enter into this AGREEMENT of either the DEVELOPER or CITY or the person signing on behalf of DEVELOPER or CITY, the other party shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT. Should CITY suspend or permanently terminate this AGREEMENT pursuant to this

paragraph, however, DEVELOPER, shall refund any and all sums of money paid by CITY to DEVELOPER, not already properly expended or obligated by DEVELOPER, in accordance with the terms of this AGREEMENT.

V. CONSIDERATION

5.1 As consideration for use of public funds in developing the Project, DEVELOPER, at its sole cost and expense, agrees to formally and legally plat the Majestic Courtyard and through this process convey to CITY perpetual public easements within 90 days of the completion of the Project as follows:

(A) Prior to conveyance to the CITY, the DEVELOPER agrees to provide at its expense a plat showing the metes and bounds description as well as a site survey describing known utility locations and legal description. DEVELOPER shall be responsible for the removal and handling of all hazardous materials, if any, to the Texas Natural Resource Commissions Residential Standard, prior to conveyance. These responsibilities include, but are not limited to, removal, transportation, manifesting, and legal disposal of any hazardous materials such as lead, lead paint, asbestos or asbestos-related products as may be required in connection with the Project. CITY may supply a separate consultant to monitor the activities of any abatement contractor hired by DEVELOPER, if hazardous materials are encountered on the Project, and DEVELOPER agrees to cooperate and keep the CITY, its consultants, agents and representatives informed of activities and progress of the abatement processes. In addition, the DEVELOPER shall provide to the CITY a copy of any soils reports, subsurface investigation reports and environmental reports it may have in its possession, if any.

(B) Inclusive of the public easements shall be the facades of buildings adjacent to the Project and owned by DEVELOPER. Each grant of public easement will be superior to all liens and encumbrances against the property covered by the easement (the "Easement Property"), other than liens for ad valorem taxes for the current year, and will be in form and content reasonably acceptable to CITY. The easement agreement will grant to the CITY a perpetual easement and right of way for pedestrian access to, from and across the Easement Property, with full and free right and liberty for the CITY, in common with all members of the public for all purposes, to pass and re-pass along and over the Easement Property, to provide access to and from the public streets and sidewalks abutting or adjoining the Easement Property, to gain access to and from the structures adjoining or abutting the Easement Property, including the right of the CITY to temporarily close access to the Easement Property as necessary for such purposes, emergencies, repairs and other related purposes, subject to the DEVELOPER's retained rights to utilize portions of the Easement Property for dining, food and beverage (alcoholic and non-alcoholic) service, retail sales and other uses in accordance with Governmental Rules and such other uses as may be approved by CITY, all in accordance with the mutually acceptable easement agreements negotiated between CITY and DEVELOPER.

The CITY recognizes that the DEVELOPER intends to make additional public improvements in the right of way (over and upon the sidewalk) between the Project and the paved portion of Houston Street. For purposes of this AGREEMENT, the CITY hereby grants to DEVELOPER a license to construct such improvements in the City owned right of way as a part of the Project, as shown on the plans and specifications approved by the City.

5.2 Except as modified herein, paragraph 9.10 of the Development Agreement is in full force and effect.

5.3 The easement agreement will provide that the owner of the subservient estate and the owner of the appurtenant property (hereinafter identified and described) will observe and perform the following obligations, covenants and duties: (a) upon completion of all improvement, to maintain, repair and insure, at grantor's sole cost and expense, all improvements now or hereafter located on the easement property (other than improvements constructed by CITY after the effective date of the easement agreement, (b) to remit to CITY the portion of the revenue received from the use or operation of the easement property (including without limitation any reimbursements from third parties) which exceeds the maintenance, repair, utilities, taxes, insurance and other costs incurred in connection with the easement property as provided in the easement agreement, (c) to pay all taxes assessed against the easement property by all taxing authorities, (d) to pay all utility charges associated with the easement property, (e) to fully comply with all Governmental Rules in connection with the easement property, and (f) UPON COMPLETION OF ALL IMPROVEMENTS, TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE RELATED TO THE USE OF THE EASEMENT PROPERTY AND ALL IMPROVEMENTS THEREON. For the purposes of such easement agreement, the "owner of the appurtenant property" with respect to the Majestic Courtyard will be the owner of that portion of the Carl Building site not included in the courtyard park. This Section 5.3 shall survive termination of this AGREEMENT.

VI. PERFORMANCE BY DEVELOPER

6.1 DEVELOPER, in accordance and compliance with the terms, provisions and requirements of this AGREEMENT, shall manage, perform and provide all of the activities and services set forth in the Work Statement attached hereto and incorporated herein for all purposes as Exhibit "B".

6.2 Modifications or alterations to Exhibit "B" may only be made upon the prior written approval of the Director and DEVELOPER.

6.3 DEVELOPER agrees and understands that all construction work shall be performed by Contractor(s) under separate Construction Contracts.

6.4 DEVELOPER understands and agrees that time is of the essence, and DEVELOPER agrees to undertake commercially reasonable efforts within the budgetary limitations described in Article VII of this AGREEMENT to cause the Project to be substantially completed within a reasonable time period that is contemporaneous with the completion of construction of the adjacent buildings.

VII. FUNDING AND DOCUMENTATION OF PROJECTS

7.1 Funding of the Project shall be as follows:

(A) Within ten (10) days of the execution of this AGREEMENT, CITY agrees to provide funding for the Project up to the sum set out in section 7.1 (B) to cover all allowable costs (as described in Section 9.1 hereof).

(B) Notwithstanding any other provisions of this AGREEMENT, the total initial payments to be made by CITY hereunder shall not be in excess of the sum of $1,500,000 (the "Cap"). DEVELOPER shall endeavor to design and bid the Project with alternatives, as approved in writing by the CITY, to allow for

Initials: CB
CITY DEVELOPER

adequate cost adjustments, contingencies and retainage so as to avoid exceeding the cap. Nothing herein shall prohibit a design in excess of the cap provided the DEVELOPER understands that the first $100,000 of such excess amounts are and shall be treated as if funded pursuant to Section 7.2.2 of the Development Agreement and any amounts in excess of that shall be treated as an Additional Public Improvement under Section 7.4 of the Development Agreement and all of which shall be eligible for reimbursement from the Tax Increment Fund.

(C) Notwithstanding any other provision of this AGREEMENT, the Parties agree that the Work Statement attached as Exhibit B may be amended and the design of the Project may be changed with the consent of the DEVELOPER and the Director as needed to maintain the expenditure Cap on the Project.

(D) It is expressly understood by CITY and DEVELOPER that this AGREEMENT in no way obligates CITY's general fund monies or any other monies or credits of CITY.

(E) CITY shall not provide funding for:

(i) costs that are not allowable costs as defined by Article IX of this AGREEMENT.

(F) The Parties agree and understand that the CITY shall not be obligated or liable under this AGREEMENT to any person or entity, other than DEVELOPER, for payment of any monies or provisions of any goods or services.

VIII. RECEIPT, DISBURSEMENT AND ACCOUNTING OF FUNDS BY DEVELOPER

8.1 DEVELOPER understands and agrees that it shall maintain a separate numbered account for the receipt and disbursement of the $1,500,000 and any other funds received from CITY under this AGREEMENT. DEVELOPER further agrees that:

(A) Such account shall contain only those funds received pursuant to this AGREEMENT and that no other funds shall be mingled therewith;

(B) All checks and withdrawals from such account shall have itemized documentation in support thereof;

(C) Such account shall be maintained in a financial institution having federal deposit insurance coverage; and

(D) Upon DEVELOPER's written request and solely within the discretion of CITY, an alternative accounting mechanism may be permitted, provided such alternative adheres at all times to generally accepted accounting principles.

8.2 DEVELOPER may retain all earnings on the initial deposit to help pay for Project costs. In the event that the actual amount expended by DEVELOPER to meet the level of performance specified in Exhibit "B", or any amendment thereto, is less than that amount provided to DEVELOPER pursuant to this AGREEMENT, then such amount will be used to reimburse DEVELOPER for any unreimbursed TIF Eligible Improvements, as defined in the Development Agreement.

IX. ALLOWABLE COSTS

9.1 Costs shall be considered allowable only if approved and incurred directly and specifically in the performance of and in compliance with this AGREEMENT as set forth on DEVELOPER's budget in Exhibit "C". It is expressly agreed that DEVELOPER may move funds from one line item into another within the budget without the need to obtain the consent of the CITY.

X. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 DEVELOPER further represents and warrants that:

(A) All information, data or reports heretofore or hereafter provided to CITY, are and shall be complete and accurate, in all material respects, as of the date shown on the information, data or report;

(B) No litigation or proceedings are presently pending or, to DEVELOPER'S knowledge, threatened against DEVELOPER; and

(C) None of the provisions contained herein contravene or in any way conflict with the authority under which DEVELOPER is doing business or with the provisions of any existing indenture or agreement of DEVELOPER.

XI. MAINTENANCE OF RECORDS

11.1 DEVELOPER agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this AGREEMENT. DEVELOPER further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this AGREEMENT; and

(B) That DEVELOPER's record system shall contain sufficient documentation to provide in detail support and justification for each expenditure.

11.2 DEVELOPER agrees to retain, for the period of four (4) years, all books, records, documents, reports, and written accounting policies and procedures pertaining to the expenditures of funds under this AGREEMENT. This paragraph shall survive termination of this AGREEMENT

11.3 Nothing in this Article shall be constructed to relieve DEVELOPER of:

(A) Responsibility for retaining accurate and current records which clearly reflect the services provided under this AGREEMENT; and

(B) Fiscal accountability and liability pursuant to this AGREEMENT and any applicable rules, regulations and laws.

XII. ACCESSIBILITY OF RECORDS

12.1 At any reasonable time during normal business hours and as often as CITY may deem necessary, DEVELOPER agrees to and shall make available, at CITY'S principal place of business, copies of all of its records directly relating to this AGREEMENT to CITY or any authorized CITY representative for the purpose of auditing, examining, and making excerpts and/or copies of same. DEVELOPER's records

shall include, but shall not be limited to, the following: construction and other contracts, bids received, payroll, personnel, employment records, Board minutes, and invoices directly relating to this AGREEMENT. Upon completion of construction, DEVELOPER shall provide CITY with a complete copy of all records it has relating to this Project and Agreement.

XIII. PROGRESS/PERFORMANCE RECORDS AND REPORTS

13.1 As often and in such form as CITY may reasonably require, DEVELOPER shall furnish to CITY such progress/performance records and reports as reasonably deemed by CITY as pertinent to matters covered by this AGREEMENT.

13.2 At a minimum, DEVELOPER agrees to and shall keep monthly performance records and reports, which shall be submitted to CITY by DEVELOPER every calendar quarter and no later than the thirtieth (30th) day of the month following the end of the quarter. DEVELOPER agrees to and shall cooperate with CITY in providing and keeping the reports and records in a format reasonably acceptable to CITY. Any additional reports shall be furnished at CITY's expense.

XIV. MONITORING AND EVALUATION

14.1 CITY may perform on-site monitoring of DEVELOPER's performance pursuant to the terms of this AGREEMENT.

14.2 DEVELOPER agrees that CITY may carry out monitoring and evaluation activities so as to ensure compliance by DEVELOPER with this AGREEMENT, including the design and construction documents and with all other laws, regulations and ordinances related to the performance hereof.

14.3 DEVELOPER agrees to cooperate fully with CITY in the development, implementation and maintenance of record-keeping systems and to provide CITY with any data reasonably determined by CITY to be necessary for its effective fulfillment of its monitoring and evaluation responsibilities.

14.4 DEVELOPER agrees that it will cooperate with CITY in such a way so as not to obstruct or delay City it its monitoring of DEVELOPER's performance and that it will designate one of its staff to coordinate the monitoring process as requested by CITY staff.

XV. INSURANCE

15.1 DEVELOPER shall maintain such Workers' Compensation, Unemployment Compensation or Disability Benefits insurance coverages as may be required by law.

15.2 On or before the date of this AGREEMENT, DEVELOPER shall furnish an original completed Certificate of Insurance to the City Clerk and the Director, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limit, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number and be mailed directly to the CITY. The CITY shall have no duty to pay or perform under this AGREEMENT until such certificate shall have been delivered to the City Clerk and the Director, and no officer or employee shall have authority to waive this requirement, except the City's Risk Manager.

15.3 After the initial nine months of this AGREEMENT, CITY reserves the right to and may review the insurance requirements of this Article during the effective period of this AGREEMENT and any extension or renewal of the term thereof and to modify insurance coverage and their limits when deemed

necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this AGREEMENT, but in no instance will CITY allow modification whereupon CITY may incur increased risk. DEVELOPER shall pay any additional cost incurred as a result of having to obtain such additional or different insurance coverages.

15.4 DEVELOPER shall obtain and maintain in full force and effect for the duration of this AGREEMENT, and any extension hereof, at DEVELOPER's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to CITY, in the following types and amounts:

	TYPE	AMOUNT
(A)	Worker's Compensation Employer's Liability	Statutory $1,000,000/$1,000,000/$1,000,000
(B)	Commercial General (Public) Liability-to include but not be limited to, coverage for the following where the exposure exists: (1) Premises/Operations (2) Independent Contractor's Liability (3) Products and Completed Operations (4) Personal Injury (5) Contractual Liability (6) Explosion, Collapse, Underground (7) Fire Damage Legal Liability (8) Broad-Form Property Damage Liability	Combined Single Limit for Bodily Injury or Property Damage of $1,000,000 per occurrence, with an aggregate of $2,000,000
(C)	Business Automobile Liability Insurance-to include coverage of: (1) Owned/Leased Automobiles (2) Non-Owned Automobiles (3) Hired Automobiles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent
(D)	Commercial Crime (deductibles of $10,000 employee honesty and $5,000 fraud)	$1,500,000 with the fidelity portion to be written on a "blanket" basis to cover all employees with access to the funds received under this AGREEMENT, including new hires

DEVELOPER may provide the insurance required under this AGREEMENT pursuant to a blanket policy covering other properties that it owns.

15.5 CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY.

15.6 DEVELOPER agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name CITY as an additional insured as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY, with the exception of the workers compensation and professional liability policies;

- DEVELOPER's insurance shall be deemed primary with respect to any insurance or self insurance carried by the CITY for liability arising pursuant to matters under this AGREEMENT.

- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of CITY;

DEVELOPER shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

City of San Antonio
CITY Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

15.7 If DEVELOPER fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may determine DEVELOPER to be in default of this AGREEMENT.

15.8 Prior to undertaking or causing to be undertaken construction of improvements and/or repairs, maintenance, alterations, relocation or reconstruction work, DEVELOPER shall procure and maintain or cause to be procured and maintained by the contractor(s) in full force and effect during the term of such construction contract, (1) builder's risk insurance for the replacement cost of the improvements being constructed; (2) commercial general (public) liability insurance adequate to fully protect CITY and DEVELOPER from and against any and all liability for death of, or injury to, persons, or damage to property, caused in or about, or by reason of, the construction of said improvements; (3) workers' compensation and employer's liability insurance; (4) professional liability insurance for architects and engineers; and (5) Payment/Performance Bond in the amount of the contract. In addition, payment and performance bonds naming the CITY as indemnitee shall be required and provided by any contractors or subcontractors. Should the size and scope of a contract for such construction work be limited in nature, the DEVELOPER may request, in writing to the Director, a waiver of the requirements in this paragraph 15.8; however; a waiver may only be granted by CITY's Risk Manager. In any event, the CITY's Risk Manager's decision shall be final.

15.9 Nothing herein contained shall be construed as limiting in any way the extent to which DEVELOPER may be held responsible for payments of damages to persons or property resulting from DEVELOPER's or any approved subcontractor's performance of the work covered under this AGREEMENT.

XVI. INDEMNIFICATION

16.1 DEVELOPER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the

CITY, individually or collectively, to the same extent as previously agreed and as set out in that one certain Development Agreement entered into between the DEVELOPER and CITY pursuant to authority granted in Ordinance 91539, passed and approved March 30, 2000 and which is attached hereto as Exhibit "A".

16.2 It is expressly understood and agreed that DEVELOPER is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefor.

XVII. NONDISCRIMINATION

17.1 DEVELOPER covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, religion, national origin, handicap or familial status, in employment practices or in the use of or admission to the premises, which said discrimination DEVELOPER acknowledges is prohibited.

XVIII. CONFLICT OF INTEREST

18.1 DEVELOPER covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. DEVELOPER further covenants that in the performance of this AGREEMENT, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

18.2 DEVELOPER will not enter into any contracts with related or affiliated parties which would be paid in whole or part with funds received under this AGREEMENT.

18.3 No member of CITY's governing body or of its staff who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this AGREEMENT shall:

(A) Participate in any decision relating to this AGREEMENT which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest;

(B) Have any direct or indirect interest in this AGREEMENT or the proceeds thereof.

XIX. POLITICAL ACTIVITY

19.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

XX. SECTARIAN ACTIVITY

20.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activities.

XXI. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

21.1 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by DEVELOPER pursuant to this AGREEMENT, shall, upon receipt, become the property of CITY. These documents shall be promptly delivered to CITY in a reasonably organized form, without restriction on its future use by CITY on any additional work associated with the Project and related facilities. DEVELOPER may retain for its files any copies of documents it chooses to retain and may use work product as it deems fit. Nothing herein shall deny DEVELOPER the right to retain duplicates. All of the documents shall be maintained within the DEVELOPER's principal place of business. In the event an Open Records Request is received, DEVELOPER agrees to and shall provide the CITY with a copy of its records relating to the Project, at no cost to CITY, to the extent required by law. DEVELOPER will be under no obligation to manipulate the data contained in such records and they may be presented in the format held by DEVELOPER.

XXII. DEBARMENT CLAUSE

22.1 DEVELOPER certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this AGREEMENT by any federal, state or local agency.

XXIII. SUB-CONTRACTING

23.1 Any work or services sub-contracted hereunder shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this AGREEMENT, except it is agreed that the general contractor may carry blanket insurance and bonds for the Project and its subcontractors. Compliance by sub-contractors with this AGREEMENT shall be the responsibility of DEVELOPER.

23.2 DEVELOPER agrees that no contract for work pursuant to this AGREEMENT shall provide for the payment on a "cost plus a percentage of cost" basis.

23.3 CITY shall in no event be obligated to any third party, including and sub-contractor of DEVELOPER, for performance of work or services.

XXIV. CHANGES AND AMENDMENTS

24.1 Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both the City Council of the CITY and DEVELOPER.

XXV. TERMINATION

25.1 "Termination" of this AGREEMENT shall mean termination by expiration of the AGREEMENT term or earlier termination pursuant to any of the provisions hereof.

25.2 Either Party may terminate this AGREEMENT for any of the following reasons:

(A) Neglect or failure by the other Party to perform or observe any of the terms, conditions, covenants or guarantees of this AGREEMENT; and the continuation of such failure for a

period of sixty (60) days after notice of such failure; provided, however, that if such performance or observance cannot reasonably be accomplished within such sixty (60) days period, then no Event of Default shall occur unless the other Party fails to commence such performance or observance within such sixty (60) day period and fails to diligently prosecute such performance or observance to conclusion thereafter.

25.3 Upon decision to terminate, written notice of such and the effective date thereof, shall be immediately provided.

25.4 Upon receipt of notice to terminate, all finished or unfinished documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, prepared by or on behalf of DEVELOPER under this AGREEMENT with respect to the Project, shall, at the option of CITY and if the cost therefore has been paid by CITY, become the property of CITY and shall, if requested or agreed to by CITY, be delivered by DEVELOPER to CITY in a timely and expeditious manner.

25.5 Within thirty (30) days after receipt of notice to terminate, DEVELOPER shall submit a statement to CITY, indicating in detail the services performed under this AGREEMENT prior to the effective date of termination along with payment of the balance of the $1,500,000 remaining. Any termination of this AGREEMENT as herein provided shall not relieve DEVELOPER from the payment of any sum(s) that shall then be due and payable or become due and payable to CITY hereunder or any claim for actual damages then or theretofore accruing against DEVELOPER hereunder or by law or in equity, and any such termination shall not prevent CITY from enforcing the payment of any such sum(s) or claim for actual damages from DEVELOPER. In no event shall CITY be entitled to recover any special or consequential damages as a result of any termination of this AGREEMENT. All rights, options, and remedies of CITY contained in this AGREEMENT shall be constructed and held to be cumulative and no one of them shall be exclusive of the other, and CITY shall have the right to pursue any one or all of such remedies or any such other remedy or relief which may be provided by law or in equity whether or not stated in this AGREEMENT.

XXVI. NOTIFICATION OF ACTION BROUGHT

26.1 In the event that any claim, demand, suit, proceeding, cause of action or other action relating to this AGREEMENT (hereinafter collectively referred to as "claim") is made or brought against DEVELOPER, DEVELOPER shall give written notice thereof to CITY within five (5) working days after itself being notified. DEVELOPER's notice to CITY shall state the date of notification to DEVELOPER of the claim; the name and addresses of those instituting or threatening to institute the claim; the basis of the claim; and the name(s) of any others against whom the claim is being made or threatened.

XXVII. ASSIGNMENTS

27.1 DEVELOPER shall not transfer, pledge or otherwise assign this AGREEMENT, any interest in and to same, or any claim arising thereunder, except pursuant to the same terms and conditions as an assignment of the Development Agreement.

XXVIII. SEVERABILITY OF PROVISIONS

28.1 If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties

hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal, or unenforceable, there be added as part of the AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIX. NON-WAIVER OF PERFORMANCE

29.1 No waiver by a party of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall be constructed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this AGREEMENT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the affected party.

29.2 No act or omission of a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to a party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

29.3 No representative or agent of a party shall waive the effect of the provisions of this Article.

XXX. ENTIRE AGREEMENT

30.1 This AGREEMENT (including the exhibits attached hereto) constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

30.2 The Parties acknowledge and agree that in the event a conflict arises between Exhibit "A" and this AGREEMENT, the provisions of this AGREEMENT shall control.

30.3 This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be an original, but taken together shall constitute only one document.

XXXI. INTERPRETATION

31.1 In the event any disagreement or dispute should arise between the parties hereto, the resolution of which would have an adverse affect on the tax-exempt status of the Certificates of Obligation or would cause a default on the Certificates of Obligation, then the CITY, as the party ultimately responsible for all matters of compliance with the Certificates of Obligation rules and regulations, shall have the final authority to secure an interpretation from the CITY's bond counsel firm and the parties shall follow the direction of such bond counsel firm.

31.2 Each party has thoroughly reviewed and revised this AGREEMENT and has had the advise of legal counsel prior to execution hereof, and the parties agree that none of them shall be deemed to be the drafter thereof.

XXXII. NOTICES

32.1 For purposes of this AGREEMENT, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the address set forth below:

CITY:
Director
Economic Development Department
Post Office Box 839966
San Antonio, Texas 78283-3966

DEVELOPER:
Street Retail San Antonio, LP
c/o Street Retail, Inc.
1626 East Jefferson Street
Rockville, Maryland 20852-4041
Attn: John Tschiderer

with a copy to:
Street Retail San Antonio, LP
c/o Street Retail, Inc.
1626 East Jefferson Street
Rockville, Maryland 20852-4041
Attn: Legal Department

Notice of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

XXXIII. PARTIES BOUND

33.1 This AGREEMENT shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

XXXIV. GENDER

34.1 Words of gender used in this AGREEMENT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXXV. RELATIONSHIP OF PARTIES

35.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of partners, joint venturers, or any other similar such relationship between the parties hereto. DEVELOPER shall not be considered an employee of the CITY, but shall occupy the status of Independent Contractor with the CITY. The DEVELOPER shall perform its tasks and duties consistent with such status, and will make no claim or demand for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, worker's compensation, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership.

XXXVI. TEXAS LAW TO APPLY

36.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

XXXVII. CAPTIONS

37.1 The captions contained in this AGREEMENT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this AGREEMENT.

XXXVIII. DISPUTE RESOLUTION

38.1 In the event there is any dispute between or among the Parties that cannot be resolved, the Parties agree to submit the dispute to a mutually agreeable third party who will assist in mediating the dispute to a satisfactory resolution utilizing the then current construction industry mediation rules of the American Arbitration Association or other mutually agreed to and recognized industry source for such standardized mediation rules, prior to recourse to any other formal dispute resolution procedure. The mediation process may be invoked by any Party on written request and shall not be construed to constitute an admission against interest of the Party requesting mediation. Any mediation shall be confidential and non-binding on the Parties, all costs to be equally borne by the Parties, and no statements made or information exchanged during mediation will be admissible in any future legal or arbitrable proceedings without the written consent of the other Party.

EXECUTED in duplicate originals this the 3rd day of OCTOBER, 2001.

CITY OF SAN ANTONIO
a Texas municipal corporation

BY: _____
Terry M. Brechtel
City Manager

ATTEST:

_____
City Clerk

APPROVED:

_____
City Attorney

STREET RETAIL SAN ANTONIO, LP
a Delaware limited partnership, acting by and through its sole general partner, SRI San Antonio, Inc., a Maryland Corporation

BY: _____
NAME: Donald Wood
TITLE: President & COO

WITNESS:

_____

ATTACHMENTS:

Exhibit "A"	Development Agreement Approved in Ordinance 91539
Exhibit "B"	Work Statement inclusive of design and scope of Project
Exhibit "C"	Developer's Budget for the Project
Exhibit "D"	Change Orders

EXHIBIT "A"
DEVELOPMENT AGREEMENT APPROVED IN ORDINANCE 91539

EXHIBIT "B"
DEVELOPER'S SCOPE OF WORK

DEVELOPER's obligations under the AGREEMENT shall be as follows:

(A) DEVELOPER has engaged the services of a professional engineer or architect to develop plans and specifications for work performed under this AGREEMENT. DEVELOPER agrees to and shall submit to the CITY for review and approval an overall construction plan including but not limited to a design and construction schedule. Said schedule will specify the expected completion dates for the design phase and estimate the timeframe for which construction will commence and the substantial completion date. After completion of the final design phase, DEVELOPER will submit a final cost estimate to the CITY's Economic Development Department prepared, signed and sealed by a licensed architect or engineer. Notwithstanding any other provision in this AGREEMENT, as part of its responsibilities during the design phase, DEVELOPER shall perform the following activities:

i. Review all documentation prepared by the Architect(s) or Contractor(s) based on value engineering and recommend to the CITY and Architect alternative solutions to enhance construction efficiency and feasibility whenever design decisions, plans and details can be reasonably anticipated to adversely affect budgeted costs or schedules - all in an effort to avoid change orders and budget overruns that could adversely affect the Project during construction.

ii. Tabulate and analyze the bids of all bidders received from the City Clerk under the bidding process and notify CITY regarding the lowest responsive and responsible bid to be accepted within ten (10) days of receipt of the bids. In the event all the bids are defective, conditional, or non-responsive, provide to CITY steps DEVELOPER is taking on possible rejection and re-advertisement options.

(B) Prior to the start of construction work, DEVELOPER shall submit to CITY's Economic Development Department for review and approval by the CITY Architect's Office, the Building Inspections Department, and all other required CITY departments, CITY boards and commissions, including the Historic and Design Review Commission, as required, all plans, specifications, construction schedules and cost estimates prepared for the Project.

(C) DEVELOPER shall endeavor to cause all construction work to be performed by licensed contractors and shall require that all such contractors to comply with all applicable local, federal and state laws and ordinances including but not limited to the Americans with Disabilities Act and the Uniform Building Code. DEVELOPER agrees and understands that CITY has the right to inspect construction work to determine compliance with approved plans and specifications.

(D)DEVELOPER shall arrange for all required structural assessments, environmental assessments, testing and any and all necessary test, reports and other pre-construction steps required by the CITY Architect's Office and other applicable CITY Departments, prior to the start of construction.

(E) DEVELOPER shall submit final plans and specifications to all required CITY Departments and other Federal or State Agencies, including but not limited to the CITY's City Architect's Office, CITY's Development Services Department, and all required CITY Boards and Commissions, including the Historic and Design Review Commission, if necessary, for all necessary approvals and permits.

(F) DEVELOPER agrees to notify the CITY a minimum of two (2) weeks prior to the start of any construction.

(G) Notwithstanding any other provision in this AGREEMENT, as part of its responsibilities during the construction phase, DEVELOPER shall perform the following activities:

i. Endeavor to cause substantial completion of the Project within the original time and cost limits stated in the contract(s).

ii. Coordinate the activities of the Architect and General Contractor pertaining to the Work.

iii. Provide regular monitoring of the General Contractor's project schedule as the work progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for construction not started or incomplete and recommend to the City and Contractors adjustments in the project schedule to meet the completion date. Provide summary reports to the CITY of each monitoring, to include documented changes in the project schedule.

iv. Schedule and conduct progress meetings on a weekly basis with the General Contractor, Architect, and other design consultants (as necessary) to which the CITY will be invited to attend and DEVELOPER may discuss jointly such matters as procedures, progress, conflicts, scheduling, and resolution thereof (direction).

v. Develop and monitor the project cost. On a monthly basis, provide copies of all detailed contractor invoices and a construction cost update to the CITY.

vi. DEVELOPER shall review and process construction change orders as set out on Exhibit "D" to the AGREEMENT.

vii. Provide the services reasonably necessary to resolve all outstanding claims and change orders, and close-out of all Contracts in a timely manner.

viii. Conduct all outside utility coordination that is related to the construction activities of the Project.

ix. Develop and implement a procedure for the review and processing of progress and final payment applications by Contractors.

x. Obtain all building permits and endeavor to cause all Contractors to obtain all permit inspections required. Assist the Contractors in obtaining inspections related to actual construction from all the authorities having jurisdiction.

xi. DEVELOPER shall coordinate with the various consultants (environmental, materials testing, etc.) as it determines necessary for the Project and review reports submitted by these consultants. DEVELOPER shall promptly notify the CITY, in writing, of potential areas of

concern. DEVELOPER shall also manage and monitor resolution of any deficiency notification submitted to the Contractor(s).

xii. Review and monitor Contractor's quality of the work of Contractor(s) to endeavor to protect against defects and deficiencies such as errors and omissions in design.

xiii. DEVELOPER shall refer all questions relative to design and construction document interpretation to the Architect, and shall endeavor to obtain a reasonable and timely response.

xiv. Record the progress of the Work by submission of monthly written progress reports (including progress photos) to the CITY, including information on the Contractor's work, status of any change orders, and the percentage of completion.

xv. Maintain on a current and readily accessible basis, records of all Contracts, construction documents received from the Architect, construction industry and testing standards, shop drawings, samples, purchases, materials, equipment, maintenance and operation manuals and instructions, and any other documents and revisions thereto which arise out of the Project. Obtain data from Contractors and maintain a current set of record drawings, and construction documents received from the Architect. Copies of these shall be made available to the CITY upon completion of the Project, in addition to the "As-Built" documents provided by the General Contractor.

xvi. Secure from the Contractor(s) the required Certificates of Insurance and/or certified copies of policies evidencing proper insurance coverage to be in force. Maintain copies of these Certificates and polices among the job site records and provide originals of same to CITY Risk Manager upon request. Verify validity of said policies and accept them in accordance with the contract documents.

xvii. In consultation with the Architect, determine the date of substantial completion of the Project, or designated portions thereof, and coordinate with and assist the Architect in the preparation of a list of incomplete or unsatisfactory items (punch-list) and a schedule for their completion. Conduct inspections and monitor the Contractor's correction and completion of all construction work, and punch-list items generated. Additionally, in consultation with the Architect, determine the date of final completion and provide written notice to the CITY and Architect that the Project is ready for final inspection. Secure required guarantees, affidavits, warranties, bonds, consents of sureties, claims, and waivers from the Contractor.

xviii. DEVELOPER shall obtain from the Architect a Certificate of Substantial Completion and Final Completion for the Project stating that the Project has been finally completed according to the contract documents. DEVELOPER shall further provide CITY a certificate stating that all required closeout documents under the general contract have been provided to CITY.

xix. Check-out (final testing) all completed utilities, completed operational systems and completed equipment installations with the Contractor(s).

xx. Review shop drawings and equipment submittals for compliance with quantity and type required.

xxi. DEVELOPER will require that all contractor(s) and consultant(s) provide insurance, as

applicable, in the same types and amounts as that set out in and required of DEVELOPER under Article XVII of this AGREEMENT and will require the general contractor to provide payment and performance bonds.

END OF EXHIBIT "B"

EXHIBIT "C"
DEVELOPER'S BUDGET FOR THE PROJECT

Majestic Courtyard Budget

Exhibit "C"

Majestic Courtyard		Costs	Notes
Professional Fees			
3D International	$	99,567.00	A/E
Rialto Studio	$	112,963.00	Landscape Design
Calle & Ass.	$	6,000.00	Survey/Plat
Construction			
Courtyard Slab	$	33,700.00	M.J. Boyle Contract
Frost/Bennett Façade	$	629,100.00	M.J. Boyle Contract
Courtyard Bid	$	696,776.00	Winters Construction Low Bid
	$	1,578,106.00	

EXHIBIT "D"
CHANGE ORDER REVIEW PROCESS GUIDELINES

1. Except as otherwise provided in this Exhibit "D", all change orders must have CITY's prior approval. Under no circumstances shall the total amount of change orders exceed 25% of the contract price.

2. The DEVELOPER shall verify and review all pricing of changes to the Contractor's Contract to determine if pricing is fair and equitable, as well as within generally accepted trade practices. Additionally, the DEVELOPER shall designate the reason for each change (i.e., unforeseen condition, CITY change, contractor requested change, or error/omission, etc.) and provide a written recommendation to the CITY justifying said change/revision. DEVELOPER understands that proper review and authorization of construction Change Orders exceeding $25,000.00 by the CITY may require an average of five (5) calendar days for approval. City shall make a good faith effort to expedite this process when necessary. DEVELOPER shall maintain logs of all independent pricing, historical supporting documentation tracking all changes and make available to the CITY at any given time.

3. The DEVELOPER shall implement a system for review and processing of construction change orders as follows:

a. Field Orders under $25,000.00. The DEVELOPER may issue a field order without CITY approval for scope revisions to the base contract value, whose value is certified and justified by the DEVELOPER, are less than $25,000.00. The field order value must be Certified by the Contractor and based on the professional judgement of the DEVELOPER not to exceed $25,000.00, and only in those instances where the DEVELOPER believes such work is necessary or expedient to the satisfactory performance and completion of the work or is necessary to maintain the Cap. The DEVELOPER shall issue copies of documentation to the CITY within one (1) working day of all field orders issued to the Contractor. Justification, cause, and estimated cost must be included for CITY's review.

b. In the event that a field Order issued exceeds $25,000.00, the Contractor will notify the DEVELOPER as referenced under the General Conditions of the construction contract and will submit a Change Order Request (COR) to the DEVELOPER within three (3) days after the occurrence of the event which the Contractor believes gives rise to a change order. DEVELOPER shall conduct a cost estimate review (independently and concurrently with the Contractor's pricing) to determine if pricing is fair and equitable as well as within generally accepted trade practices. The DEVELOPER shall issue copies of documentation to the CITY of all CORs which exceed $25,000.00 to include justification, cause, and DEVELOPER's estimated cost for CITY's review, approval, and acceptance, which CITY will provide within ten (10) days of receipt. The DEVELOPER shall negotiate pricing with the Contractor if cost impacts are determined to be under one-quarter (1/4) of the contract amount.

c. If the CITY determines a need for scope revisions beyond those contained in the construction contract, the CITY will forward comments in writing to the DEVELOPER who in turn shall promptly review and, if approved by DEVELOPER, shall be provided to the Architect. Developer shall require of the Architect that the required scope revisions be completed as promptly as possible in light of the required changes and returned to the DEVELOPER. The DEVELOPER shall re-issue the proposed change upon receipt by CITY of the funds necessary to pay for such change.

END OF EXHIBIT "D"

EXHIBIT A-3

STATE OF TEXAS	*	PROJECT MANAGEMENT CONTRACT
	*	
COUNTY OF BEXAR	*	HOUSTON STREET LINKAGE

This Agreement for Project Management services ("AGREEMENT") for the construction of the public improvement, described as the "Project" below, is made between the CITY OF SAN ANTONIO, a municipal corporation of Bexar County, Texas (hereinafter called "CITY"), and STREET RETAIL SAN ANTONIO, LP, a Delaware limited partnership, (hereinafter called "DEVELOPER").

WITNESSETH:

WHEREAS, the City, in Ordinance No. 90969, passed and approved on December 9, 1999, designated an area in the central business district as a tax increment reinvestment zone to be known as the "Reinvestment Zone Number Nine, City of San Antonio, Texas"; and

WHEREAS, the City created the Zone to support redevelopment and public infrastructure improvements for the Houston Street/Redevelopment Projects, including the Houston Street Linkage to River Level (the "Project"); and

WHEREAS, the City has entered into a Development Agreement (the "Development Agreement") with Developer, pursuant to authority granted in Ordinance 91539, passed and approved March 30, 2000, to undertake the construction of certain public improvements in a manner and as provided therein, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A"; and

WHEREAS, the Development Agreement contemplates that, contingent upon the availability of funding for the Houston Street Linkage, the City would cause the Project to be constructed and retain DEVELOPER as project manager therefor; and

WHEREAS, funding for the Project has been obtained by and through an Urban Development Action Grant ("UDAG"); and

WHEREAS, both the CITY and DEVELOPER now desire to implement the applicable provisions of the Development Agreement by setting out the manner and means by which the Project will be constructed with said funding;

NOW THEREFORE, the Parties, in consideration of the foregoing, and the terms and conditions herein contained, do hereby agree as follows:

I. TERM

1.1 Except as otherwise provided for pursuant to the provisions hereof, this AGREEMENT shall commence immediately upon its execution and shall terminate upon completion of the Project, which shall occur when DEVELOPER has fulfilled its obligations set out under Article VI of this AGREEMENT.

II. PARTY REPRESENTATIVES

2.1 Unless written notification by DEVELOPER to the contrary is received by the CITY, John Tschiderer shall be DEVELOPER's designated representatives responsible for the management of all contractual matters pertaining to this AGREEMENT.

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2.2 The Director of the City's Economic Development Department (hereafter "Director") shall be CITY's representative responsible for the administration of this AGREEMENT.

2.3 Communications between the CITY and DEVELOPER shall be directed to the designated representative of each by the manner and means set out in Paragraph 33.1 of this AGREEMENT.

III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.1 DEVELOPER understands that funds provided to it pursuant to this AGREEMENT are funds, which have been made available to CITY through the United States Department of Housing and Urban Development ("HUD") in the form of UDAG funding. DEVELOPER therefore, assures and certifies that it will comply with all State Laws, Regulations and Administrative Directives applicable to the Project, to the extent applicable to the obligations of DEVELOPER hereunder, as well as all Federal Laws, Regulations and Administrative Directives applicable to UDAG, including but not limited to the Davis-Bacon Act, as amended (40 U.S.C. 276a), the Americans with Disabilities Act and the requirements of the UDAG as contained in the Grant Agreement, as amended, a copy of which is attached hereto and incorporated herein as Exhibit "B", to the extent applicable to the obligations of DEVELOPER hereunder. DEVELOPER understands, however, that said State and Federal Laws and Regulations in no way constitute a complete compilation of all duties imposed on DEVELOPER by law or administrative ruling, or narrow the standards which DEVELOPER must follow. CITY acknowledges that DEVELOPER is not being paid any HUD funding under this Agreement but is merely being reimbursed for funds it has spent on the CITY's behalf as Project Manager. Entering into this Agreement does not cause DEVELOPER to be a contractor or subcontractor under the UDAG.

3.2 The Project being funded under this AGREEMENT is a public improvement and, to the extent applicable, DEVELOPER agrees to and shall utilize a Sealed Bid or a Request for Proposal ("RFP") process to award any contract(s) as would be required under Chapter 252 of the Texas Local Government Code ("Code") as modified by Section 212.071 et seq. of the Code as if the CITY was constructing the Project. This includes all applicable notice requirements, the selection process and the bonding requirements of any contractor, such as payment and performance bonds. The Parties agree that for each contract, the City Clerk shall receive all bids, open same and turn them over to DEVELOPER.

3.3 DEVELOPER shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting DEVELOPER's operations under this AGREEMENT.

IV. LEGAL AUTHORITY

4.1 DEVELOPER represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

4.2 The signer of this AGREEMENT for DEVELOPER represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of DEVELOPER and to bind DEVELOPER to all terms, performances and provisions herein contained.

4.3 CITY represents, warrants, assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein required.

4.4 The signer of this AGREEMENT for CITY represents, warrants, assures and guarantees that he or she has full legal authority to execute this AGREEMENT on behalf of CITY and to bind CITY to all terms, performances and provisions herein contained.

4.5 In the event that a dispute arises as to the legal authority to enter into this AGREEMENT of either the DEVELOPER or CITY or the person signing on behalf of DEVELOPER or CITY, the other party shall have the right, at its option, to either temporarily suspend or permanently terminate this AGREEMENT.

V. CONSIDERATION

5.1 DEVELOPER, at its sole cost and expense, agrees to convey to CITY perpetual public easements in the form of a dedication as described and shown on the plat and further delineated by metes and bounds description as set out and attached hereto as Exhibit "C" (the "dedication"), within 90 days of the completion of the Project as follows:

(A) The DEVELOPER agrees to provide at its expense a plat showing the metes and bounds description as well as a site survey describing known utility locations and legal description. DEVELOPER shall be responsible for the removal and handling of all hazardous materials, if any, to the Texas Natural Resource Commissions Residential Standard, prior to conveyance. These responsibilities include, but are not limited to, removal, transportation, manifesting, and legal disposal of any hazardous materials such as lead, lead paint, asbestos or asbestos-related products as may be required in connection with the Project. CITY may supply a separate consultant to monitor the activities of any abatement contractor hired by DEVELOPER, if hazardous materials are encountered on the Project, and DEVELOPER agrees to cooperate and keep the CITY, its consultants, agents and representatives informed of activities and progress of the abatement processes. In addition, the DEVELOPER shall provide to the CITY a copy of any soils reports, subsurface investigation reports and environmental reports it may have in its possession, if any.

(B) The dedication of the public easement will be superior to all liens and encumbrances against the property covered by the dedication easement (the "Easement Property"), other than liens for ad valorem taxes for the current year, and will be in form and content reasonably acceptable to CITY. The DEVELOPER will retain from the definition of the Easement Property the air rights which are located fifteen (15) feet above the surface of the Easement Property. The dedication will grant to the CITY a perpetual easement and right of way for pedestrian access to, from and across the Easement Property, with full and free right and liberty for the CITY, in common with all members of the public for all purposes, to pass and re-pass along and over the Easement Property, to provide access to and from the public streets and sidewalks abutting or adjoining the Easement Property, to gain access to and from the structures adjoining or abutting the Easement Property, including the right of the CITY to temporarily close access to the Easement Property as necessary for such purposes, emergencies, repairs and other related purposes, subject to the DEVELOPER's retained rights to utilize portions of the Easement Property for dining, food and beverage (alcoholic and non-alcoholic) service, retail sales and other uses in accordance with Governmental Rules and such other uses as may be approved by CITY, all in accordance with the mutually acceptable easement agreements negotiated between CITY and DEVELOPER.

5.2 Except as modified herein, paragraph 9.10 of the Development Agreement is in full force and effect.

5.3 The dedication of the easement shall provide that the owner of the subservient estate and the owner of the appurtenant property (hereinafter identified and described) will observe and perform the following obligations, covenants and duties: (a) upon completion of all improvement, to maintain, repair and insure, at grantor's sole cost and expense, all improvements now or hereafter located on the easement

property (other than improvements constructed by CITY after the effective date of the easement agreement), (b) to remit to CITY the portion of the revenue received from the use or operation of the easement property (including without limitation any reimbursements from third parties) which exceeds the maintenance, repair, utilities, taxes, insurance and other costs incurred in connection with the easement property as provided in the easement agreement; provided however, CITY acknowledges it is not to receive any portion of amounts paid to DEVELOPER pursuant to that certain ninety-nine (99) year lease entered into between the DEVELOPER and the owner(s) of the Valencia Hotel, (c) to pay all taxes assessed against the easement property by all taxing authorities, (d) to pay all utility charges associated with the easement property, (e) to fully comply with all Governmental Rules in connection with the easement property, and (f) UPON COMPLETION OF ALL IMPROVEMENTS, TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE RELATED TO THE USE OF THE EASEMENT PROPERTY AND ALL IMPROVEMENTS THEREON. For the purposes of such easement agreement, the "owner of the appurtenant property" with respect to the Houston Street Linkage will be the owner of the real property upon which the Valencia Hotel currently stands. This Section 5.3 shall survive termination of this AGREEMENT.

VI. PERFORMANCE BY DEVELOPER

6.1 DEVELOPER, in accordance and compliance with the terms, provisions and requirements of this AGREEMENT, shall manage, perform and provide all of the activities and services set forth in the Work Statement attached hereto and incorporated herein for all purposes as Exhibit "E".

6.2 Modifications or alterations to Exhibit "E" may only be made upon the prior written approval of the Director and DEVELOPER.

6.3 DEVELOPER agrees and understands that all construction work shall be performed by Contractor(s) under separate Construction Contracts.

6.4 DEVELOPER understands and agrees that time is of the essence, and DEVELOPER agrees to undertake commercially reasonable efforts within the budgetary limitations described in Article VII of this AGREEMENT to cause the Project to be substantially completed within a reasonable time period that is contemporaneous with the completion of construction of the adjacent buildings.

VII. FUNDING AND DOCUMENTATION OF PROJECTS

7.1 Funding of the PROJECT shall be as follows:

(A) In consideration of DEVELOPER's satisfactory and efficient performance under this AGREEMENT, CITY agrees to reimburse DEVELOPER for all allowable expenses as defined in Article IX of this Agreement subject to the "CAP" as hereinafter defined. Reimbursement is subject to any and all limitations and provisions set forth in this AGREEMENT.

(B) Notwithstanding any other provisions of this AGREEMENT, the total of all payments and other obligations made or incurred by CITY hereunder shall not be in excess of the sum of $974,000 (the "Cap"). DEVELOPER shall endeavor to design and bid the Project with alternatives, as approved in writing by the CITY, to allow for adequate cost adjustments, contingencies and retainage so as to avoid exceeding the Cap. Nothing herein shall prohibit a design in excess of the Cap and the DEVELOPER understands that any amounts in excess of the Cap shall be treated as an Additional Public Improvement under Section 7.4 of the

Development Agreement all of which shall be eligible for reimbursement from the Tax Increment Fund.

(C) It is expressly understood and agreed by CITY and DEVELOPER that CITY's obligations under this Article are contingent upon the availability of funds in the form of an Urban Development Action Grant ("UDAG"). Should availability of proceeds be less than anticipated or for any reason become unavailable for use in the Projects, CITY shall notify DEVELOPER in writing within a reasonable time after such fact has been determined and DEVELOPER may, at its option, terminate this AGREEMENT and either continue construction of the Project under the terms of the Development Agreement or reduce the amount of its obligation accordingly.

(D) Notwithstanding any other provision of this AGREEMENT, the Parties agree that the Work Statement attached as Exhibit "E" may be amended and the design of the Project may be changed with the consent of the DEVELOPER and the Director as needed to maintain the expenditure Cap on the Project.

(E) It is expressly understood by CITY and DEVELOPER that this AGREEMENT in no way obligates CITY's general fund monies or any other monies or credits of CITY.

(F) CITY shall not be liable for any DEVELOPER cost, or portion thereof, which:

(i) was incurred subsequent to the termination date of this AGREEMENT;

(ii) was not incurred by DEVELOPER in accordance with the terms of this AGREEMENT, including all exhibits attached hereto;

(iv) has not been billed to CITY within forty-five (45) calendar days following termination of this AGREEMENT; or

(v) is not an allowable cost as defined in Article IX of this AGREEMENT.

(H) CITY shall not be liable for any DEVELOPER cost, or portion thereof, which is or was incurred in connection with an activity of DEVELOPER where:

(i) Prior written authorization from CITY is required either under this Agreement or by law for the activity and such authorization is not procured; or

(ii) CITY has requested, in writing, that DEVELOPER furnish data concerning an activity prior to proceeding further therewith and DEVELOPER nonetheless proceeds without first submitting the data and receiving CITY approval thereof.

(I) CITY shall not be obligated or liable under this AGREEMENT to any party, other than DEVELOPER, for payment of any monies or provisions of any goods or services.

7.2 (A) Within ninety (90) days after substantial completion of any construction phase, DEVELOPER agrees to and shall:

(i) Notify CITY in writing upon the substantial completion of construction whereupon CITY will promptly inspect, as required by the Development Agreement, the completed work to determine if construction has been (1) completed in a satisfactory

and workmanlike manner, and (2) substantially completed in accordance with the plans and specifications for such work approved by CITY.

(ii) Submit all permits, if applicable, obtain a Certificate of Occupancy and submit a copy of each of these documents to the CITY before final allocation of funds to DEVELOPER.

(iii) Submit "as-built" drawings to CITY.

(B) DEVELOPER will require its contractor(s) and consultant(s) to be covered by insurance, as applicable, in the same types and amounts as that set out in and required of DEVELOPER under Article XVII of this AGREEMENT and will require its contractor(s) and any subcontractors to be covered by payment and performance bonds at no additional cost to CITY.

VIII. RECEIPT, DISBURSEMENT AND ACCOUNTING OF FUNDS BY DEVELOPER

8.1 DEVELOPER understands and agrees that it shall maintain a separate numbered account for the receipt and disbursement of all funds received from CITY pursuant to this AGREEMENT. DEVELOPER further agrees that:

(A) Such account shall contain only those funds received pursuant to this AGREEMENT and that no other funds shall be mingled therewith;

(B) All checks and withdrawals from such account shall have itemized documentation in support thereof;

(C) Such account shall be maintained in a financial institution having federal deposit insurance coverage; and

(D) Upon DEVELOPER's written request and solely within the discretion of CITY, an alternative accounting mechanism may be permitted, provided such alternative adheres at all times to generally accepted accounting principles.

8.2 Regarding method of payment, CITY and DEVELOPER agree as follows:

(A) DEVELOPER shall deliver a Requisition for Payment, in a form reasonably acceptable to CITY, to Director on a monthly billing cycle, with the prior month's Billing Package received no later than the fifteenth (15th) day of each month;

(B) Upon receipt of and approval by CITY of each of DEVELOPER's Requisition for Payment, CITY shall pay to DEVELOPER, on or before the 30th day after receipt, an amount equal to CITY's obligation not previously paid pursuant to Article IX of this Agreement by CITY, subject to deduction for any costs not allowable pursuant to Article IX of this Agreement. Any other provision of this AGREEMENT notwithstanding, the provisions of Chapter 2251 of the Texas Government Code, as amended, shall control payments made under this AGREEMENT.

(D) DEVELOPER's financial management system shall provide for an adequate procedure to minimize the time elapsed between CITY's payment to DEVELOPER and DEVELOPER's disbursement of funds.

8.3 Within ten (10) working days of CITY's written request therefor, DEVELOPER shall refund to CITY any sum of money paid by CITY to DEVELOPER later determined to have resulted in overpayment to DEVELOPER;

8.4 Upon termination of this AGREEMENT, should any expense or charge for which payment has been made to DEVELOPER by CITY and then subsequently disallowed or disapproved as a result of any auditing or monitoring by HUD, DEVELOPER shall refund such amount to CITY within ten (10) business days of CITY's written request therefor wherein the amount disallowed or disapproved shall be specified.

8.5 Utilizing a format agreed to by the Parties, a "Close-Out Package", together with a final expenditure report, for the period commencing on the date of DEVELOPER's last invoice requesting reimbursement of funds pursuant to this AGREEMENT, shall be submitted by DEVELOPER to CITY within ninety (90) business days following substantial completion of the Project.

IX. ALLOWABLE COSTS

9.1 Costs shall be considered allowable only if approved and incurred directly and specifically in the performance of and in compliance with this AGREEMENT as set forth on DEVELOPER's budget in Exhibit "F". It is expressly agreed that DEVELOPER may move funds from one line item into another within the budget without the need to obtain the consent of the CITY.

X. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 DEVELOPER further represents and warrants that:

(A) All information, data or reports heretofore or hereafter provided to CITY, are and shall be complete and accurate, in all material respects, as of the date shown on the information, data or report;

(B) No litigation or proceedings are presently pending or, to DEVELOPER'S knowledge, threatened against DEVELOPER; and

(C) None of the provisions contained herein contravene or in any way conflict with the authority under which DEVELOPER is doing business or with the provisions of any existing indenture or agreement of DEVELOPER.

XI. MAINTENANCE OF RECORDS

11.1 DEVELOPER agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this AGREEMENT. DEVELOPER further agrees:

(A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this AGREEMENT; and

(B) That DEVELOPER's record system shall contain sufficient documentation to provide in detail support and justification for each expenditure.

p.8

Aug 14 02 11:35a

11.2 DEVELOPER agrees to retain, for the period of four (4) years, all books, records, documents, reports, and written accounting policies and procedures pertaining to the expenditures of funds under this AGREEMENT. This paragraph shall survive termination of this AGREEMENT.

11.3 Nothing in this Article shall be constructed to relieve DEVELOPER of:

(A) Responsibility for retaining accurate and current records which clearly reflect the services provided under this AGREEMENT; and

(B) Fiscal accountability and liability pursuant to this AGREEMENT and any applicable rules, regulations and laws.

XII. ACCESSIBILITY OF RECORDS

12.1 At any reasonable time during normal business hours and as often as CITY or HUD may deem necessary, DEVELOPER agrees to and shall make available, at CITY'S principal place of business, copies of all of its records directly relating to this AGREEMENT to CITY, HUD or any authorized representative of either for the purpose of auditing, examining, and making excerpts and/or copies of same. DEVELOPER's records shall include, but shall not be limited to, the following: construction and other contracts, bids received, payroll, personnel, employment records, Board minutes, and invoices directly relating to this AGREEMENT. Upon completion of construction, DEVELOPER shall provide CITY with a complete copy of all records it has relating to this Project and Agreement.

XIII. PROGRESS/PERFORMANCE RECORDS AND REPORTS

13.1 As often and in such form as CITY may reasonably require, DEVELOPER shall furnish to CITY such progress/performance records and reports as reasonably deemed by CITY or HUD as pertinent to matters covered by this AGREEMENT.

13.2 At a minimum, DEVELOPER agrees to and shall keep monthly performance records and reports, which shall be submitted to CITY by DEVELOPER every calendar quarter and no later than the thirtieth (30th) day of the month following the end of the quarter. DEVELOPER agrees to and shall cooperate with CITY in providing and keeping the reports and records in a format reasonably acceptable to CITY. Any additional reports shall be furnished at CITY's expense.

XIV. MONITORING AND EVALUATION

14.1 CITY may perform on-site monitoring of DEVELOPER's performance pursuant to the terms of this AGREEMENT.

14.2 DEVELOPER agrees that CITY may carry out monitoring and evaluation activities so as to ensure compliance by DEVELOPER with this AGREEMENT, including the design and construction documents and with all other laws, regulations and ordinances related to the performance hereof.

14.3 DEVELOPER agrees to cooperate fully with CITY in the development, implementation and maintenance of record-keeping systems and to provide CITY with any data reasonably determined by CITY to be necessary for its effective fulfillment of its monitoring and evaluation responsibilities.

14.4 DEVELOPER agrees that it will cooperate with CITY in such a way so as not to obstruct or delay City it its monitoring of DEVELOPER's performance and that it will designate one of its staff to coordinate the monitoring process as requested by CITY staff.

XV. INSURANCE

15.1 DEVELOPER shall maintain such Workers' Compensation, Unemployment Compensation or Disability Benefits insurance coverages as may be required by law.

15.2 On or before the date of this AGREEMENT, DEVELOPER shall furnish an original completed Certificate of Insurance to the City Clerk and the Director, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limit, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number and be mailed directly to the CITY. The CITY shall have no duty to pay or perform under this AGREEMENT until such certificate shall have been delivered to the City Clerk and the Director, and no officer or employee shall have authority to waive this requirement, except the City's Risk Manager. CITY acknowledges that it has received from DEVELOPER certificates satisfying the foregoing requirements as of the date of execution of this Agreement by the DEVELOPER.

15.3 After the initial nine months of this AGREEMENT, CITY reserves the right to and may review the insurance requirements of this Article during the effective period of this AGREEMENT and any extension or renewal of the term thereof and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this AGREEMENT, but in no instance will CITY allow modification whereupon CITY may incur increased risk. DEVELOPER shall pay any additional cost incurred as a result of having to obtain such additional or different insurance coverages.

15.4 DEVELOPER shall obtain and maintain in full force and effect for the duration of this AGREEMENT, and any extension hereof, at DEVELOPER's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to CITY, in the following types and amounts:

	TYPE	AMOUNT
(A)	Worker's Compensation Employer's Liability	Statutory $1,000,000/$1,000,000/$1,000,000
(B)	Commercial General (Public) Liability-to include but not be limited to, coverage for the following where the exposure exists:	Combined Single Limit for Bodily Injury or Property Damage of $1,000,000 per occurrence, with an aggregate of $2,000,000
	(1) Premises/Operations (2) Independent Contractor's Liability (3) Products and Completed Operations (4) Personal Injury (5) Contractual Liability (6) Explosion, Collapse, Underground (7) Fire Damage Legal Liability (8) Broad-Form Property Damage Liability	
(C)	Business Automobile Liability Insurance-to	Combined Single Limit for Bodily Injury

	include coverage of:	and Property Damage of $1,000,000 per occurrence or its equivalent
	(1) Owned/Leased Automobiles (2) Non-Owned Automobiles (3) Hired Automobiles	
(D)	Commercial Crime (deductibles of $10,000 employee honesty and $5,000 fraud)	$974,500 with the fidelity portion to be written on a "blanket" basis to cover all employees with access to the funds received under this AGREEMENT, including new hires

DEVELOPER may provide the insurance required under this AGREEMENT pursuant to a blanket policy covering other properties that it owns.

15.5 CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY.

15.6 DEVELOPER agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name CITY as an additional insured as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY, with the exception of the workers compensation and professional liability policies;

- DEVELOPER's insurance shall be deemed primary with respect to any insurance or self insurance carried by the CITY for liability arising pursuant to matters under this AGREEMENT.

- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of CITY;

DEVELOPER shall notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to CITY at the following address:

City of San Antonio CITY Clerk's Office P.O. Box 839966 San Antonio, Texas 78283-3966	City of San Antonio Economic Development Department P.O. Box 839966 San Antonio, Texas 78283-3966

15.7 If DEVELOPER fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may determine DEVELOPER to be in default of this AGREEMENT.

15.8 Prior to undertaking or causing to be undertaken construction of improvements and/or repairs, maintenance, alterations, relocation or reconstruction work, DEVELOPER shall procure and maintain or cause to be procured and maintained by the contractor(s) in full force and effect during the term of such construction contract, (1) builder's risk insurance for the replacement cost of the improvements being constructed; (2) commercial general (public) liability insurance adequate to fully protect CITY and

DEVELOPER from and against any and all liability for death of, or injury to, persons, or damage to property, caused in or about, or by reason of, the construction of said improvements; (3) workers' compensation and employer's liability insurance; (4) professional liability insurance for architects and engineers; and (5) Payment/Performance Bond in the amount of the contract. In addition, payment and performance bonds naming the CITY as indemnitee shall be required covering any contractors or subcontractors. Should the size and scope of a contract for such construction work be limited in nature, the DEVELOPER may request, in writing to the Director, a waiver of the requirements in this paragraph 15.8; however; a waiver may only be granted by CITY's Risk Manager. In any event, the CITY's Risk Manager's decision shall be final.

15.9 Nothing herein contained shall be construed as limiting in any way the extent to which DEVELOPER may be held responsible for payments of damages to persons or property resulting from DEVELOPER's or any approved subcontractor's performance of the work covered under this AGREEMENT.

XVI. INDEMNIFICATION

16.1 DEVELOPER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, and representatives of the CITY, individually or collectively, to the same extent as previously agreed and as set out in that one certain Development Agreement entered into between the DEVELOPER and CITY pursuant to authority granted in Ordinance 91539, passed and approved March 30, 2000 and which is attached hereto as Exhibit "A".

16.2 It is expressly understood and agreed that DEVELOPER is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefor.

XVII. NONDISCRIMINATION

17.1 DEVELOPER covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, religion, national origin, handicap or familial status, in employment practices or in the use of or admission to the premises, which said discrimination DEVELOPER acknowledges is prohibited.

XVIII. CONFLICT OF INTEREST

18.1 DEVELOPER covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. DEVELOPER further covenants that in the performance of this AGREEMENT, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

18.2 DEVELOPER will not enter into any contracts with related or affiliated parties which would be paid in whole or part with funds received under this AGREEMENT.

18.3 No member of CITY's governing body or of its staff who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this AGREEMENT shall:

(A) Participate in any decision relating to this AGREEMENT which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest;

(B) Have any direct or indirect interest in this AGREEMENT or the proceeds thereof.

XIX. POLITICAL ACTIVITY

19.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

XX. SECTARIAN ACTIVITY

20.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activities.

XXI. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

21.1 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence and related material submitted by DEVELOPER pursuant to this AGREEMENT, shall, upon receipt, become the property of CITY. These documents shall be promptly delivered to CITY in a reasonably organized form, without restriction on its future use by CITY on any additional work associated with the Project and related facilities. DEVELOPER may retain for its files any copies of documents it chooses to retain and may use work product as it deems fit. Nothing herein shall deny DEVELOPER the right to retain duplicates. All of the documents shall be maintained within the DEVELOPER's principal place of business. In the event an Open Records Request is received, DEVELOPER agrees to and shall provide the CITY with a copy of its records relating to the Project, at no cost to CITY, to the extent required by law. DEVELOPER will be under no obligation to manipulate the data contained in such records and they may be presented in the format held by DEVELOPER.

XXII. DEBARMENT CLAUSE

22.1 DEVELOPER certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this AGREEMENT by any federal, state or local agency.

XXIII. SUB-CONTRACTING

23.1 Any work or services sub-contracted hereunder shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this AGREEMENT, except it is agreed that the general contractor may carry blanket insurance and bonds for the Project and its subcontractors. Compliance by sub-contractors with this AGREEMENT shall be the responsibility of DEVELOPER.

23.2 DEVELOPER agrees that no contract for work pursuant to this AGREEMENT shall provide for the payment on a "cost plus a percentage of cost" basis.

23.3 CITY shall in no event be obligated to any third party, including and sub-contractor of DEVELOPER, for performance of work or services.

XXIV. CHANGES AND AMENDMENTS

24.1 Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both the City Council of the CITY and DEVELOPER.

XXV. TERMINATION

25.1 "Termination" of this AGREEMENT shall mean termination by expiration of the AGREEMENT term or earlier termination pursuant to any of the provisions hereof.

25.2 Either Party may terminate this AGREEMENT for any of the following reasons:

(A) Neglect or failure by the other Party to perform or observe any of the terms, conditions, covenants or guarantees of this AGREEMENT; and the continuation of such failure for a period of sixty (60) days after notice of such failure; provided, however, that if such performance or observance cannot reasonably be accomplished within such sixty (60) day period, then no Event of Default shall occur unless the other Party fails to commence such performance or observance within such sixty (60) day period and fails to diligently prosecute such performance or observance to conclusion thereafter.

25.3 Upon decision to terminate, written notice of such and the effective date thereof, shall be immediately provided.

25.4 Upon receipt of notice to terminate, all finished or unfinished documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, prepared by or on behalf of DEVELOPER under this AGREEMENT with respect to the Project, shall, at the option of CITY and if the cost therefore has been paid by CITY, become the property of CITY and shall, if requested or agreed to by CITY, be delivered by DEVELOPER to CITY in a timely and expeditious manner.

25.5 Within thirty (30) days after receipt of notice to terminate, DEVELOPER shall submit a statement to CITY, indicating in detail the services performed under this AGREEMENT prior to the effective date of termination. Any termination of this AGREEMENT as herein provided shall not relieve DEVELOPER from the payment of any sum(s) that shall then be due and payable or become due and payable to CITY hereunder or any claim for actual damages then or theretofore accruing against DEVELOPER hereunder or by law or in equity, and any such termination shall not prevent CITY from enforcing the payment of any such sum(s) or claim for actual damages from DEVELOPER. In no event shall CITY be entitled to recover any special or consequential damages as a result of any termination of this AGREEMENT. All rights, options, and remedies of CITY contained in this AGREEMENT shall be constructed and held to be cumulative and no one of them shall be exclusive of the other, and CITY shall have the right to pursue any one or all of such remedies or any such other remedy or relief which may be provided by law or in equity whether or not stated in this AGREEMENT.

XXVI. NOTIFICATION OF ACTION BROUGHT

26.1 In the event that any claim, demand, suit, proceeding, cause of action or other action relating to this AGREEMENT (hereinafter collectively referred to as "claim") is made or brought against DEVELOPER, DEVELOPER shall give written notice thereof to CITY within five (5) working days after itself being notified. DEVELOPER's notice to CITY shall state the date of notification to DEVELOPER of the claim; the name and addresses of those instituting or threatening to institute the claim; the basis of the claim; and the name(s) of any others against whom the claim is being made or threatened.

XXVII. ASSIGNMENTS

27.1 DEVELOPER shall not transfer, pledge or otherwise assign this AGREEMENT, any interest in and to same, or any claim arising thereunder, except pursuant to the same terms and conditions as an assignment of the Development Agreement.

XXVIII. SEVERABILITY OF PROVISIONS

28.1 If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this AGREEMENT that is invalid, illegal, or unenforceable, there be added as part of the AGREEMENT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXIX. NON-WAIVER OF PERFORMANCE

29.1 No waiver by a party of a breach of any of the terms, conditions, covenants or guarantees of this AGREEMENT shall be constructed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this AGREEMENT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this AGREEMENT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the affected party.

29.2 No act or omission of a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to a party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

29.3 No representative or agent of a party shall waive the effect of the provisions of this Article.

XXX. ENTIRE AGREEMENT

30.1 This AGREEMENT (including the exhibits attached hereto) constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to

exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

30.2 The Parties acknowledge and agree that in the event a conflict arises between Exhibit "A" and this AGREEMENT, the provisions of this AGREEMENT shall control.

30.3 This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be an original, but taken together shall constitute only one document.

XXXI. INTERPRETATION

31.1 In the event any disagreement or dispute should arise between the parties hereto, the resolution of which would have an adverse affect on the UDAG funding or would cause a default on the UDAG, then the CITY, as the party ultimately responsible for all matters of compliance with the UDAG, rules and regulations, shall have the final authority to secure an interpretation from HUD and the parties shall follow the direction of HUD.

31.2 Each party has thoroughly reviewed and revised this AGREEMENT and has had the advice of legal counsel prior to execution hereof, and the parties agree that none of them shall be deemed to be the drafter thereof.

XXXII. NOTICES

32.1 For purposes of this AGREEMENT, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the address set forth below:

CITY:
Director
Economic Development Department
Post Office Box 839966
San Antonio, Texas 78283-3966

DEVELOPER:
Street Retail San Antonio, LP
c/o Street Retail, Inc.
1626 East Jefferson Street
Rockville, Maryland 20852-4041
Attn: John Tschiderer

with a copy to:
Street Retail San Antonio, LP
c/o Street Retail, Inc.
1626 East Jefferson Street
Rockville, Maryland 20852-4041
Attn: Legal Department

Notice of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

XXXIII. PARTIES BOUND

33.1 This AGREEMENT shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

XXXIV. GENDER

34.1 Words of gender used in this AGREEMENT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXXV. RELATIONSHIP OF PARTIES

35.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of partners, joint venturers, or any other similar such relationship between the parties hereto. DEVELOPER shall not be considered an employee of the CITY, but shall occupy the status of Independent Contractor with the CITY. The DEVELOPER shall perform its tasks and duties consistent with such status, and will make no claim or demand for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, worker's compensation, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership.

XXXVI. TEXAS LAW TO APPLY

36.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

XXXVII. CAPTIONS

37.1 The captions contained in this AGREEMENT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this AGREEMENT.

XXXVIII. DISPUTE RESOLUTION

38.1 In the event there is any dispute between or among the Parties that cannot be resolved, the Parties agree to submit the dispute to a mutually agreeable third party who will assist in mediating the dispute to a satisfactory resolution utilizing the then current construction industry mediation rules of the American Arbitration Association or other mutually agreed to and recognized industry source for such standardized mediation rules, prior to recourse to any other formal dispute resolution procedure. The mediation process may be invoked by any Party on written request and shall not be construed to constitute an admission against interest of the Party requesting mediation. Any mediation shall be confidential and non-binding on the Parties, all costs to be equally borne by the Parties, and no statements made or information exchanged during mediation will be admissible in any future legal or arbitrable proceedings without the written consent of the other Party.

[SIGNATURES FOR THIS AGREEMENT ARE ON THE NEXT PAGE]

Aug 14 02 11:38a p.17

EXECUTED in duplicate originals this the 8th day of January, 2002.

CITY OF SAN ANTONIO
a Texas municipal corporation

BY: _____
Terry M. Brechtel,
City Manager

ATTEST:

_____
City Clerk

APPROVED:

_____
Asst. City Attorney

STREET RETAIL SAN ANTONIO, LP
a Delaware limited partnership, acting by and through its sole general partner, SRI San Antonio, Inc., a Maryland Corporation

BY: _____
NAME: Jennifer Wood
TITLE: Pres Cor

WITNESS:

_____

ATTACHMENTS:

Exhibit "A"	Development Agreement Approved in Ordinance 91539
Exhibit "B"	UDAG, as Amended
Exhibit "C"	Plat of Public Dedication by Developer
Exhibit "D"	[*Not Used in this Agreement*]
Exhibit "E"	Work Statement inclusive of design and scope of Project
Exhibit "F"	Developer's Budget for the Project
Exhibit "G"	Change Orders

Aug 14 02 11:38a p.18

EXHIBIT A-4

Joint Use Agreement
(Majestic Courtyard)

Table of Contents

1. Pertinent Information. 1
2. Permission. 2
3. Restrictions on Use/Recording. 3
4. Construction, Maintenance, and Operations. 3
5. Indemnity. 4
6. Insurance. 5
7. Termination. 8
8. Assignment. 8
9. Condemnation. 8
10. Taxes. 8
11. Dispute Resolution. 8
12. Miscellaneous Provisions. 9
13. Public Information. 11

Exhibit A. 13
Exhibit B. 14
Exhibit C. 15

1. Pertinent Information.

Authorizing Ordinance:	91539, March 30, 2000
City:	City of San Antonio
City's Address:	P.O. Box 839966, San Antonio, Texas 3966 (Attention: Director, Economic Development Department)
Joint User:	Street Retail San Antonio, LP, a Delaware limited partnership
Joint User's Address:	c/o Street Retail, Inc., 1626 East Jefferson Street, Rockville, Maryland 20852-4041, Attention: Legal Department
Term:	The date this agreement is executed through September 30, 2014.
Premises:	292 square feet in a rectangular shape as graphically on **Exhibit B** within the public easement located in Lot 19, Block 17, New City Block 407, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9554, Pages 79 of the

Deed and Plat Records of Bexar County, Texas, the easement area being more particularly described on **Exhibit A.**

Scope of Permission: Operation as a retail space or dining and beverage (alcoholic and non-alcoholic) service area, but only as it bears upon the rights City holds in the Premises.

Fee: $500

2. Permission.

2.01. City acknowledges that Joint User's activities, if within the Scope of Permission and conforming to the terms and conditions of this agreement, do not unreasonably interfere with City's rights in the Premises ("Permission"). The Permission is non-exclusive and limited to the stated Term. This instrument does not create an easement, but constitutes the parties' agreement as to how Joint User may exercise its retained rights under the Public Easement Dedication Joint User has granted with respect to, among others areas, the Premises. The permission granted by this instrument is subordinate to all existing uses of the area of which the Premises are a part, and Joint User must not interfere with any such uses.

2.02. City does not guarantee title to or exclusive rights in the Premises. Joint User deals with City regarding the Premises at Joint User's risk regarding title matters. **The Permission granted by this instrument bears only upon such rights as City may have in the Premises. Persons other than City may have rights in some or all of the Premises. City does not give permission to trespass on or otherwise affect or impair other's rights.**

2.03. **Joint User must ascertain all rights affected by the Scope of Use and obtain consent from all holders of such rights (Owners). As a condition to the Permission, Joint User must obtain the written consent of all Owners. Joint User must deliver copies of the consents to City, together with a title report prepared by a title company adequate for City to ascertain that the consent of all required persons has been obtained.**

2.04. Except for public access and safety items, City will not construct permanent improvements over the Premises that would unreasonably interfere with Joint User's use within the Scope of Permission. City makes no representation what other property interest holders may do, and Joint User is free to seek such assurances as it may desire from other property interest holders.

2.05. This Permission does not exempt Joint User from rules of general applicability that govern activities within the Scope of Permission or from getting permits required generally for activities Joint User will be conducting within the Scope of Permission.

3. Restrictions on Use/Recording.

3.01. This Permission does not grant Joint User authority to use any area beyond the Premises.

3.02. This Permission grants only a privilege to use the Premises and is revocable by City. City conveys no real property interest. City may enter and use the Premises at any time for any purpose not unreasonably interfering with the permitted use.

3.03. After delivery of the as-built survey required above, a Memorandum of Permission, substantially in the form incorporated herein as **Exhibit C**, will be recorded by City in the Official Public Records of Real Property of Bexar County, Texas. Joint User is responsible for recording fees.

4. Construction, Maintenance, and Operations.

4.01. **Costs.** Joint User is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed in the Premises by Joint User or its tenants (hereafter "Joint User's Responsibilities").

4.02. **No Liability**. City assumes no liability or expense under this instrument. City is not liable to Joint User or otherwise for damage to the Premises arising from or related to activities of City in the vicinity of the Premises. The foregoing shall not be construed, however, to limit the city's liability for its own negligence, or the negligence of its employees, agents or contractors, to the extent resulting in damage to persons or property on the Premises. Nothing in this agreement waives City's defense of sovereign immunity.

4.03. **Relocation.** If City's needs require relocation, maintenance, or adjustment in the Premises or improvements by Joint User thereto, the relocation, maintenance, or adjustments will be at Joint User's sole cost and expense. Relocation must be reflected by a revised metes and bounds defining the Premises prepared at the expense of Joint User.

4.04. **Installation and Maintenance.** Joint User must maintain all improvements constructed or installed by Joint User. In so doing, Joint User must adhere to all applicable safety standards and must adhere to all federal, state, or local laws, rules, or regulations. Without limiting the foregoing, Joint User must assure that nothing it does causes the Premises to fail to comply with any aspect of the Unified Development Code relating to drainage.

4.05. **No Power to Bind.** Joint User cannot bind or permit another to bind City for payment of money or for any other obligation.

4.06. **Contractors and Subcontractors.** Joint User must promptly pay anyone who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, City may treat it as an event of default and terminate this Permission by delivering 10 days prior written notice to Joint User. Joint User remains obligated to clear the lien without cost to City even after termination.

5. Indemnity.

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

5.01.01. "Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising out of (a) the condition of the Premises unless the condition was caused by the City or its employees, agents or contractors or (b) Joint User's acts or omissions under this Contract, including attorneys fees and court costs. Indemnified Claims include those arising from property damage and from personal or bodily injury, including death.

5.01.02. "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.

5.01.03. "Indemnitor" means Joint User.

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

5.03. 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.

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

5.05. 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 reasonably require Indemnitor to replace the counsel Indemnitor has hired to defend Indemnitees. 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.

5.06. 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.

5.07. Indemnitor may not settle any Indemnified Claim against an Indemnitee 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 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.

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

5.09. 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 Indemnitees and 95% by the Indemnitor. Indemnitor need look only to the City of San Antonio for Indemnitees' 5% if the City of San Antonio is an Indemnified Party as to a particular Indemnified Claim.

5.10. If this agreement is assigned to the San Antonio Water System, for so long as the San Antonio Water System is a part of the City of San Antonio, it need not indemnify City under this article.

6. Insurance.

6.01. Without limiting City's rights to indemnity, Joint User 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 in the following types and amounts:

	Type	Amount
a.	Worker's Compensation.	Statutory, with a waiver of subrogation in favor of City
b.	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 City
c.	Commercial General (Public) Liability – to include coverage for the following where the exposure exists: (a) Premises/Operations	For Bodily Injury and Property Damage: $1,000,000 per Occurrence, $2,000,000 general

	(b) Independent Contractors (c) Products/Completed (d) Personal Injury Liability (e) Contractual Liability (f) Explosion, Collapse and Underground Property (g) Broad Form Property Damage	aggregate or its equivalent in Umbrella or Excess Liability coverage.
d.	Property Insurance -- for physical damage to the property of Joint User 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 City's Risk Manager.

6.02. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk. If Joint User believes the requested change is unreasonable, Joint User has 60 days to give notice of termination. The termination provisions hereof then apply.

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

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

(a) City Clerk, City of San Antonio
City Hall, 2nd Floor
Plaza de Armas
San Antonio, Texas 78205
Attention: Risk Manager

And

(b) Economic Development Department
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
Attention: Property Disposition Manager"

"Any insurance provided by Joint User is primary to any insurance maintained by the City of San Antonio."

"Any insurance maintained by the City of San Antonio applies in excess of, not in contribution with, insurance provided by this policy."

6.04. Each insurance policy required by this Permission, 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."

6.05. Joint User must deliver to City, within 30 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. Joint User must deliver to City documentation acceptable to City confirming the authority of those signing the endorsements.

6.06. The Notices and Certificates of Insurance must be provided to the same addresses as for notice of cancelation or nonrenewal.

6.07. This Permission does not limit Joint User's liability arising out of or related to the Premises or Joint User's activities thereon.

7. Termination.

In the event that Joint User's use of the Premises unreasonably interferes with the City's use of the Premises, or underlying ownership of the Premises changes, City Council or the City's Director of Economic Development Department may terminate this Permission at any time before expiration by giving Joint User 30 days written notice and require Joint User, at Joint User's sole expense, to remove all or any part of the improvements the City's Director of Economic Development Department deems to be interfering with City's rights in the premises. If Joint User does not remove such improvements, Joint User is liable for City's costs incurred in connection with altering or removing Joint User's property.

8. Assignment.

This Permission cannot be assigned.

9. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, then this Permission, at the option of City, ceases on the date title to the land so taken or transferred vests in the condemning authority. Joint User waives all rights to any condemnation proceeds based upon its rights under this Permission.

10. Taxes.

City is a governmental entity and does not expect to pay taxes. Joint User is responsible for any taxes arising from its use of the Premises under this agreement. In no case will City ever be responsible for any taxes, local, state, or federal assessed against Joint User.

11. Dispute Resolution.

11.01. As a condition precedent to bringing any action arising out of or relating to this agreement or any aspect thereof, including an action for declaratory relief but not an action specifically excepted below, the disputants must first submit in good faith to mediation. The parties may not assert limitations, laches, waiver, and estoppel based upon attempts to mediate.

11.02. Filing suit on a claim that should be mediated hereunder waives the filer's right to demand mediation. But one party's waiver does not affect another party's right. A defendant does not waive mediation for so long as, within a reasonable time after appearing, the defendant gives written notice to the plaintiff or its counsel of intent to require compliance with this paragraph.

11.03. Mediation must be conducted in San Antonio, Bexar County, Texas.

11.04. The party desiring relief has the burden to initiate mediation. Waiting for another party to initiate mediation does not waive the right to it.

11.05. If the parties can otherwise agree on a mediator, they may do so. Alternatively, either party may petition any court of competent jurisdiction to appoint a mediator. The only predicate issues the court need consider before appointing a mediator are whether (i) the copy of the contract before the court is authentic and (ii) the contract was duly signed and delivered by all parties to be bound to mediate. If neither of those issues is denied under oath, the court may appoint a mediator upon motion, without trial.

11.06. Mediator fees must be borne equally.

11.07. The parties need not mediate before going to court (1) for either party to seek emergency injunctive relief or (2) for the City to seek forcible entry and detainer relief against Joint User (if such remedy is available).

12. Miscellaneous Provisions.

12.01. **Relationship Limited.** This instrument creates only the relationship of City and Joint User. The parties are not principal and agent, partners, joint venturers, or participants in any common enterprise.

12.02. **Nondiscrimination.** Joint User 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.

12.03. **Release From Liability/Notice of Sale.** If City transfers ownership of the Premises, City will have no liability or obligation relating to the period after transfer. City's transferee will succeed to all City's rights hereunder.

12.04. **Consent/Approval of City.** As to any matter hereunder in which City's consent is required, the consent may be granted by the Director, Economic Development Department, City of San Antonio, as designee of the City Manager, without council action, unless the City Charter requires that the City Council consent by the passage of a City ordinance.

12.05. **Yielding Up.** Joint User must, at termination, whether by expiration or otherwise, yield the Premises up peacefully, including any improvements and fixtures (other than trade fixtures).

12.06. **Authority To Execute.** The party or parties executing this Permission on behalf of Joint User personally warrant that each of them has full authority to do so.

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

12.08. **Successors.** This Permission 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.

12.09. **Integration. This Written Permission 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.**

12.10. **Modification.** This Permission 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.

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

12.12. **Notices.** Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. The giving of notice is complete three days after its 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 hereunder.

12.13. **Pronouns.** In construing this Permission, 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 Permission, not to any particular provision of it.

12.14. **Captions.** Paragraph captions in this Permission are for ease of reference only and do not affect the interpretation hereof.

12.15. **Counterparts.** This Permission 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 Permission, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

12.16. **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 as contained in this Permission

12.17. **Ambiguities Not to Be Construed Against Drafter.** Ambiguities in this Permission must be resolved without construing against the drafter.

12.18. **Other Permissions May Still Be Required.** This Permission does not authorize the sale of alcoholic beverages without a permit nor does it authorize any other act by Joint User that otherwise requires a permit, license, or other form of permission from either the City or a third party.

13. Public Information.

Buyer 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..

City:

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: George H. Rodriguez

Title: Asst. Director CIMS

Date: 11/19/09

Joint User:

Street Retail San Antonio, LP, a Delaware limited partnership *

By: _____

Printed Name: Dawn M. Becker
Vice President-General Counsel & Secretary

Title: _____

Date: _____

Approved As To Form:

_____
City Attorney

* by its sole general partner SRI SAN ANTONIO, INC. d/b/a STREET RETAIL SAN ANTONIO I, INC., a Maryland corporation

Exhibit A

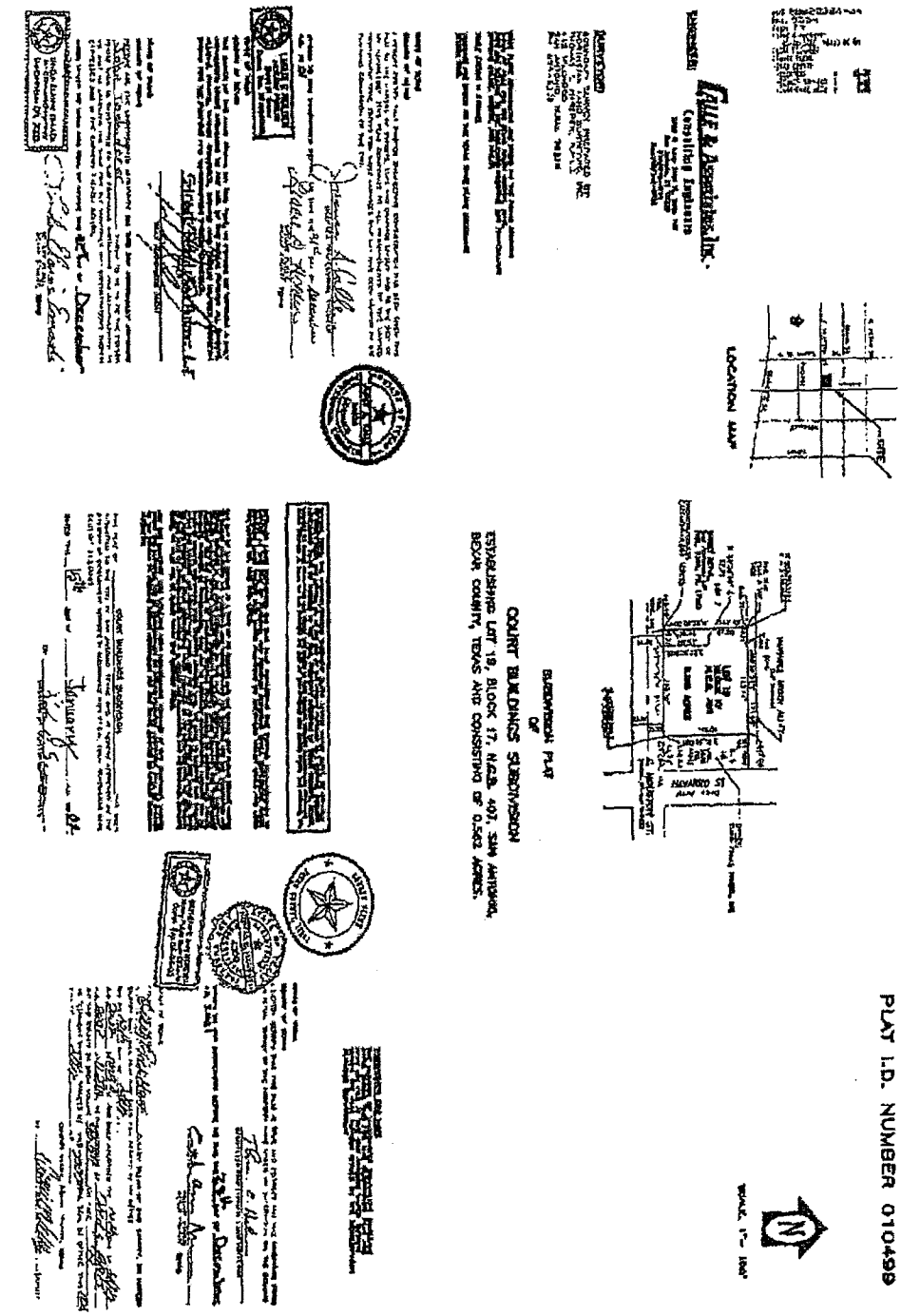

PLAT I.D. NUMBER 010499
COURT BUILDINGS SUBDIVISION
LOCATION MAP

EXHIBIT A-5

SCANNED

LT1-81-20090232588-1

Exhibit C

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

Recordable Memorandum of Permission

(Joint Use Agreement / Majestic Courtyard)

Effective Date:	
Authorizing Ordinance:	91539 March 30, 2000
SP No.:	
City:	City of San Antonio
City's Address:	City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, Economic Development Department)
Joint User:	Street Retail San Antonio, LP
Joint User's Address:	c/o Street Retail, Inc., 1626 East Jefferson Street, Rockville, Maryland 20852-4041
Premises:	Within the Public Easement located in Lot 19, Block 17, New City Block 407, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9554, Pages 79 of the Deed and Plat Records of Bexar County, Texas, said land being more particularly described on **Exhibit A**, the Premises consists of an approximately 292 square foot area as described by a survey attached as **Exhibit B**.
Scope of Permission:	Operation as a retail space and a dining area, but only as it bears upon the rights City holds in the Premises.

LT2-14278-976-6

City has given permission to Joint User according to the Scope of Permission on the Premises according to the terms of an Intragovernmental Joint Use Agreement effective as of the Effective Date. The terms and conditions of the permission may be ascertained by referring to the Joint Use Agreement.

The Permission granted bears only upon such rights as City may have in the Premises. City does not give Joint User permission to trespass on or otherwise affect or impair other's rights.

This memorandum is executed and recorded under paragraph 3.03 of the Joint Use Agreement.

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

City:

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: George H. Rodriguez

Title: Asst. Director CIMS

Date: 11/19/09

Joint User:

Street Retail San Antonio, LP, a Delaware limited partnership *

By: _____

Printed Name: Dawn M. Becker

Title: Vice President-General Counsel and Secretary

Date: _____

* by its sole general partner, SRI SAN ANTONIO, INC. d/b/a STREET RETAIL SAN ANTONIO I, INC., a Maryland corporation

Approved As To Form:

_____
City Attorney

THE STATE OF TEXAS §

COUNTY OF BEXAR ▪

This instrument was acknowledged before me on this date by George H. Rodriguez, Assistant Director CIMS of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

JESSE QUESADA
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 07-05-2010

_____
Notary Public, State of Texas

My Commission expires:_____

THE STATE OF ~~TEXAS~~ Maryland §

COUNTY OF ~~BEXAR~~ Montgomery §

This instrument was acknowledged before me on this date by Dawn M. Baker of ~~the~~ Street Retail San Antonio (LP), a Delaware limited partnership, in the capacity therein stated and on behalf of that entity.

Yolanda Y. Akinmolayan

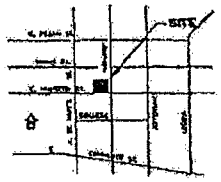
Notary Public, State of ~~Texas~~ Maryland

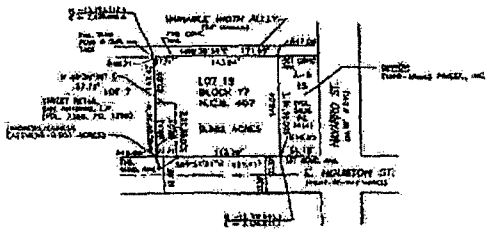
YOLANDA Y. AKINMOLAYAN
NOTARY PUBLIC-STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S
My Commission Expires May 12, 2012

YOLANDA Y. AKINMOLAYAN
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY, MD.

My Commission expires:_____

PLAT I.D. NUMBER 010499





SCALE: 1"= 100'

ENGINEER: CALLE & Associates, Inc.
Consulting Engineers

SURVEYOR:
BOUNDARY SURVEY PREPARED BY:
NORTHSTAR LAND SURVEYING, INC.
THOMAS E. HARRIS, R.P.L.S.
442 MILWOOD
SAN ANTONIO, TEXAS 78216
PH. 824-6326

STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 FOR THE TEXAS SOUTH CENTRAL ZONE. THEY ARE RELATIVE TO THE AMERICAN SOCIETY FOR PHOTOGRAMMETRY AND REMOTE SENSING.

SCALE FACTOR IS 0.99993

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM 1983.

STATE OF TEXAS
COUNTY OF BEXAR

I, HONORE COURTNEY SMITH, PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT OF THE SUBDIVISION OF COURT BUILDINGS SUBDIVISION, AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, OVER THE THREE YEARS THAT HAS BEEN SPENT ON THE PLANNING SUBDIVISION OF THE CITY.

SIGNED THIS 31st DAY OF December A.D. 20 01.

LESLIE A. HOLDEN
ASSISTANT PUBLIC
STATE OF TEXAS
EXPIRES JAN. 07-09-2003

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

Street Bridge Partners L.P.
BY: _____
DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED John Tschirhart 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 21st DAY OF December

Linda Elaine Ewaldi
NOTARY PUBLIC, STATE OF TEXAS

LINDA ELAINE EWALDI
MY COMMISSION EXPIRES
December 08, 2003

SUBDIVISION PLAT
OF
COURT BUILDINGS SUBDIVISION
ESTABLISHING LOT 19, BLOCK 17, N.C.B. 407, SAN ANTONIO, BEXAR COUNTY, TEXAS AND CONSISTING OF 0.582 ACRES.

COURT BUILDINGS SUBDIVISION

DATED THIS 16th DAY OF January A.D. 20 02.

SECRETARY OF SUBDIVISION COMMISSION

STATE OF TEXAS
COUNTY OF BEXAR

I, HONORE COURTNEY SMITH HAVE PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Thomas E. Harris
REGISTERED PROFESSIONAL LAND SURVEYOR

SIGNED IN THE PRESENCE BEFORE ME THIS THE 20th DAY OF December A.D. 2001

Carol Ann M
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR

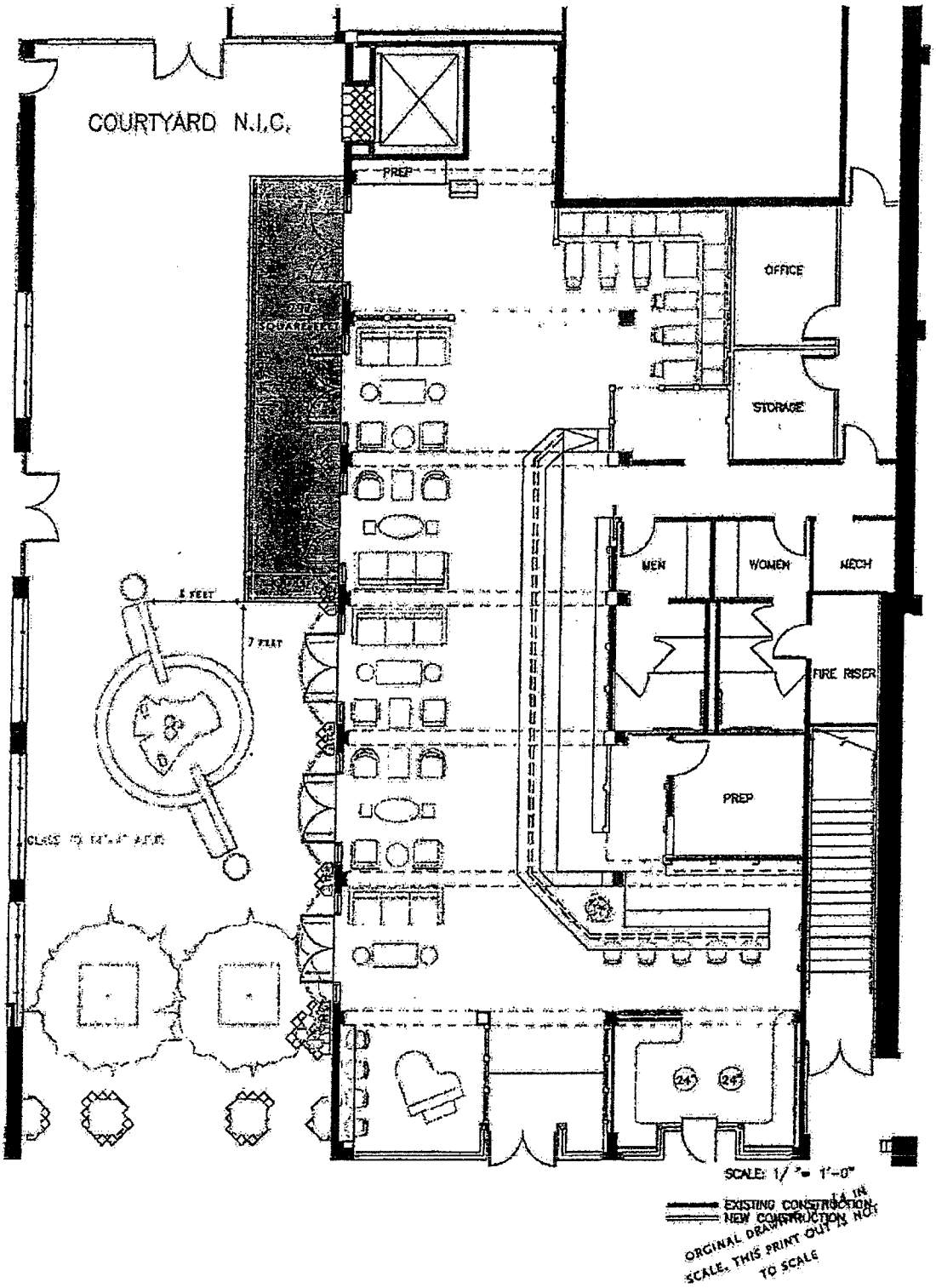
I, Leticia Quintanilla Guerra COUNTY CLERK OF SAID COUNTY, AS PRESENT COUNTY CLERK, HAVE THIS PLAT FOR RECORD IN MY OFFICE

ON THE 26th DAY OF Feb A.D. 2002 AT 10:46 A.M. AND DULY RECORDED THE 26th DAY OF Feb A.D. 2002 AT 11:27A.M. IN PROPERTY RECORDS OF BEXAR COUNTY IN BOOK VOLUME 9542 ON PAGE 1 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS DAY OF _____ A.D. 2002

COUNTY CLERK, BEXAR COUNTY, TEXAS
BY: _____ DEPUTY

Exhibit A

Exhibit B


COURTYARD N.I.C.
PREP
OFFICE
STORAGE
MEN
WOMEN
MECH
FIRE RISER
PREP
5 FEET
7 FEET
SCALE: 1/ "= 1'-0"
EXISTING CONSTRUCTION
NEW CONSTRUCTION
ORGINAL DRAWING IS IN SCALE, THIS PRINT OUT IS NOT TO SCALE

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER ETC.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 03 2009

COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20090232588 Fees: $36.00
12/03/2009 8:55AM # Pages 6
Filed & Recorded in the Official Public Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

EXHIBIT A-6

TEMPORARY EASEMENT AGREEMENT

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR §

THAT, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed, STREET RETAIL SAN ANTONIO, LP, a Delaware limited partnership ("Grantor"), has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY, unto the CITY OF SAN ANTONIO, a Texas municipal corporation ("Grantee"), a temporary, non-exclusive easement and public right-of-way ("Temporary Easement") upon and across the surface of the real property and premises more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Easement Property"), for purposes of pedestrian access to, from and across the Easement Property; provided, however, that Grantor shall have the right to restrict public access to the Easement Property as deemed necessary by Grantor for the construction of the public improvement (the "Project") more particularly described in that certain Agreement for Project Management Services ("Development Agreement"), dated as of January 8, 2002 by and between Grantor and Grantee.

The Temporary Easement granted herein shall, without further action by Grantor or Grantee, convert to a permanent easement ("Permanent Easement") upon the occurrence of either (i) a breach by Grantee of its Urban Development Action Grant ("UDAG") Agreement with the U.S. Department of Housing and Urban Development after the full funding of the UDAG; (ii) a material breach by Grantor of its Development Agreement with the Grantee which is not cured within any applicable notice and cure period; or, (iii) upon the full funding of the UDAG, Grantor's failure (a) to complete construction of the private improvements on the Easement Property, as contemplated by the Development Agreement, by August 30, 2002, unless such date shall be extended with the consent of the U.S. Department of Housing and Urban Development; provided, however, that the correlative rights of the Grantor and Grantee with respect to any such Permanent Easement shall be governed by the rights, covenants and restrictions set forth in Section 5.1(B), 5.2 and 5.3 of the Development Agreement and (b) to cause an on the ground survey to be conducted and the legal description to be amended by the mutual agreement of the Grantor and Grantee to reflect the Project as built. If the Permanent Easement is not effective by September 1, 2002, this Temporary Easement will expire without further action by Grantor or Grantee.

(PMA - defined above)

Any such Permanent Easement arising hereunder shall provide Grantee a perpetual easement and right of way for pedestrian access to, from and across the Easement Property, with full and free right and liberty for the Grantee, in common with all members of the public for all purposes, to pass and re-pass along and over the Easement Property, to provide access to and from the public streets and sidewalks abutting or adjoining the Easement Property, to gain access to and from the structures adjoining or abutting the Easement Property, subject to the Grantor's retained rights to utilize portions of the Easement Property for dining, food and beverage (alcoholic and non-alcoholic) service, retail sales and other uses in accordance with Governmental Rules and such other uses as

may be approved by Grantee; provided, however, Grantee shall have the right to temporarily close access to the Easement Property as necessary for such purposes, emergencies, repairs and other related purposes. Notwithstanding the foregoing, Grantor retains from the definition of "Easement Property" the air rights which are located fifteen (15) feet above the surface of the Easement Property from any such Permanent Easement.

The easement and right-of-way herein granted shall run with the land and be binding upon and inure to the benefit of the Grantor and Grantee, and their respective successors, assigns, and legal representatives.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns; and Grantor does hereby bind itself, its legal representatives, successors and assigns, to specially warrant and forever defend said easement and right-of-way unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise; subject, however, to the matters set forth herein.

[signatures contained on next page]

EXECUTED as of the ____ day of _____ _____, 2002.

GRANTOR:

STREET RETAIL SAN ANTONIO, LP
a Delaware limited partnership

By: SRI San Antonio, Inc.
Its General Partner

By: Steven M. Becker
Name: Steven M. Becker
Title: President

GRANTEE:

CITY OF SAN ANTONIO
a Texas municipal corporation

By: Erik J. Walsh
Name: Erik J. Walsh
Title: Asst. to the City Mgr.

ATTEST:

Leticia L. Ledesma
City Clerk

APPROVED AS TO FORM:

Warren E. Fernandez
for the City Attorney

After recording, please return to:

James P. Plummer
Fulbright & Jaworski L.L.P.
300 Convent, Suite 2200
San Antonio, Texas 78205

[acknowledgments contained on next page]

THE STATE OF ~~TEXAS~~ Maryland §
§
COUNTY OF ~~BEXAR~~ Montgomery §

This instrument was acknowledged before me on the 14th day of August, 2002, by Dawn Becker, as President of ~~Street Retail San Antonio, LP~~ LLC, the General Partner of STREET RETAIL SAN ANTONIO, LP, a Delaware limited partnership.

(SEAL)

Lisa Foxwell
Notary Public in and for the State of ~~Texas~~ Maryland

LISA FOXWELL
~~NOTARY PUBLIC STATE OF MARYLAND~~
(Printed Name of Notary) My Commission Expires April 14, 2003

My Commission Expires: 4/14/03

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 4th day of December, 2002, by Erik J Walsh, on behalf of the City of San Antonio, a Texas municipal corporation.

(SEAL)

BARBARA G. TREVINO
MY COMMISSION EXPIRES
February 18, 2006

Barbara G. Trevino
Notary Public in and for the State of Texas

Barbara G. Trevino
(Printed Name of Notary)

My Commission Expires: 02/18/06

EXHIBIT "A"

"Easement Property"

This description and the accompanying exhibit are based on recorded and proposed property lines: a 0.0781 acres (3,405 square feet) tract of land situated within Lot 11, Block 20, New City Block 404 as recorded with the plat of Hotel Valencia San Antonio Riverwalk in the City of San Antonio as described in instrument recorded in Volume 9550, Page 24 in the Official Public Records of Real Property of Bexar County, Texas, and being situated below a horizontal plane crossing all of such real property at an elevation of approximately 661.52 feet above mean sea level crossing at the centerline of the second floor slab of the improvements to be constructed on such real property pursuant to the amended and restated lease agreement dated as of May 19, 2000 between Street Retail San Antonio, LP and Hotel Valencia San Antonio Riverwalk, LP, a memorandum of which has been or will be recorded in the real property records of Bexar County, Texas, the said tract being more particularly described by metes and bounds as follows:

COMMENCING: At a found nail in concrete at the intersection of the south right-of-way line of E. Houston Street (60-foot right-of-way) with the west right-of-way line of N. St. Mary's Street (55.6-foot right-of-way), same point being the northeast corner of Lot 12 as recorded with the aforementioned plat of Hotel Valencia San Antonio Riverwalk:

THENCE: WEST, a distance of 154.55 feet along the said south right-of-way line of E. Houston Street to the POINT OF BEGINNING of the herein described tract;

THENCE: S 00°00'00" E, a distance of 6.66 feet to an angle point;

THENCE: S 90°00'00" E, a distance of 1.58 feet to an angle point;

THENCE: S 00°00'00" W, a distance of 7.06 feet to an angle point;

THENCE: S 90°00'00" E, a distance of 2.25 feet to an angle point;

THENCE: S 00°00'00" W, a distance of 6.67 feet to an angle point;

THENCE: N 90°00'00" W, a distance of 2.25 feet to an angle point;

THENCE: S 00°00'00" W, a distance 10.94 feet to an angle point;

THENCE: N 89°59'59" W, a distance of 1.33 feet to an angle point;

THENCE: S 00°00'00" E, a distance of 2.33 feet to an angle point;

THENCE: S 90°00'00" E, a distance of 7.00 feet to an angle point;

THENCE: S 00°00'00" W, a distance of 12.54 feet to an angle point;

THENCE: N 90°00'00" W, a distance of 19.25 feet to an angle point;

THENCE: S 00°00'00" W, a distance of 14.00 feet to an angle point;

THENCE: N 90°00'00" W, a distance of 10.92 feet to an angle point;

THENCE: S 00°00'00" W, a distance of 27.75 feet to an angle point;

THENCE: N 90°00'00" W, a distance of 7.00 feet to an angle point;

THENCE: S 00°00'00" W, a distance of 29.85 feet to an angle point in the common south line of the said Lot 11 and the north line of Lot 10, Holiday Inn-Riverwalk Subdivision as recorded in Volume 9511, Page 130, Deed and Plat Records of Bexar County, Texas;

THENCE: N 89°28'03" W, coincident with the north line of Lot 10, a distance of 24.07 feet to a found "X" in concrete on a wall at the San Antonio River, the southwest corner of the said Lot 11, the northwest corner of said Lot 10, and the southwest corner of the herein described tract;

THENCE: N 04°21'49" E, a distance of 46.00 feet coincident with the cast line of the San Antonio River, to a found ½" iron rod, an angle point in the herein described tract;

THENCE: N 22°37'33" E, a distance of 77.69 feet coincident with the southeast line of the San Antonio River, to a found lead plug and survey tack on the aforementioned south right-of-way line of E. Houston Street, the northwest corner of the said Lot 11, the northwest corner of the herein described tract;

THENCE: EAST, along and with said south right-of-way lie, a distance of 20.60 feet to the POINT OF BEGINNING and containing 0.0781 of an acre.

EXHIBIT B

Close Out Documents

1. Special Warranty Deed to be executed by GrayStreet Houston – 150 E. Houston Street, LLC and Hotel Valencia San Antonio Riverwalk, L.P. to the City of San Antonio

2. Special Warranty Bill of Sale to be executed by GrayStreet Houston – 150 E. Houston Street, LLC and Hotel Valencia San Antonio Riverwalk, L.P. to the City of San Antonio

3. Public Access Easement to be executed by GrayStreet Houston – 150 E. Houston Street, LLC to the City of San Antonio (re: elevator river level)

4. Public Access Easement to be executed by GrayStreet Houston – 150 E. Houston Street, LLC to the City of San Antonio (re: elevator street level)

5. Public Access Easement to be executed by GrayStreet Houston – 150 E. Houston Street, LLC to the City of San Antonio (re: stairs terrace level)

6. Agreement and Non-exclusive Easement to be executed by GrayStreet Houston – 150 E. Houston Street, LLC and the City of San Antonio

7. Agreement and Non-exclusive Easement (Elevator Hydraulic Room) to be executed by GrayStreet Houston – 150 E. Houston Street, LLC and the City of San Antonio

8. Public Access Easement Agreement Majestic Theatre Courtyard (Houston Street Court) to be executed by GrayStreet Houston – 219 E. Houston Street, LLC to the City of San Antonio

EXHIBIT B-1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF 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 LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR	§	

That GRAYSTREET HOUSTON – 150 E. HOUSTON STREET, LLC, a Texas limited liability company and HOTEL VALENCIA SAN ANTONIO RIVERWALK, L.P., a Texas limited partnership (collectively, the "Grantors"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid to Grantor by the CITY OF SAN ANTONIO ("Grantee"), whose address is set forth below, the receipt and sufficiency of which are hereby acknowledged, have GRANTED, SOLD AND CONVEYED and by these presents do hereby GRANT, SELL AND CONVEY unto the Grantee, the certain tracts of land together with any improvements located thereon (cumulatively the "Land") lying and being situated in Bexar County, Texas, described as follows, to-wit:

> Tract 1, Tract 2 and Tract 3 situated in Bexar County, Texas and as more fully described on Exhibit A.

SAVE AND EXCEPT all property, space and rights located at and above horizontal planes for the Land (formed by projecting vertically upward and along the boundaries of the Land) at the following elevations (the "Air Rights"), for Grantors' exclusive right to control, occupy, use and/or develop the Air Rights:

> Tract 1 – Air Rights commencing at, and continuing above, the following elevation – 657.81 feet, as shown on Exhibit A for Tract 1.
>
> Tract 2 - Air Rights commencing at, and continuing above, the following elevation – 657.81 feet as shown on Exhibit A for Tract 2.
>
> Tract 3 - Air Rights commencing at, and continuing above, the following elevation – 673.91 feet as shown on Exhibit A for Tract 3.

The Benchmark datum for the forgoing elevations is based on the "Street Level Elevation = 647.81 feet" as shown on Exhibit A for Tract 1, Tract 2 and Tract 3.

FURTHER, Grantors and their successors and assigns expressly reserve and retain,

(A) subject to the easement granted to the Grantee below, all right, title and interest in and to the subsurface located below horizontal planes starting from the ground elevation of 633.81 feet for Tract 1 and Tract 2 as shown on Exhibit A and starting from the ground elevation of 629.81 feet for Tract 3 as shown on Exhibit A (the benchmark datum for the forgoing elevations is based on the "Street Level Elevation = 647.81 feet" as shown on Exhibit A for Tract 1, Tract 2 and Tract 3) for the construction, operation, use, maintenance, repair, replacement and reconstruction of,

(i) existing and future structures located within (a) the Grantor's Air Rights and (b) the property described on Exhibit B attached hereto (collectively, the "Structures"),

(ii) any and all associated improvements, structural components, caissons, columns, piers, conduits, chutes, pipes, chases, wires, building components, utility facilities (including, without limitation, plumbing, electrical, telephone, water, heating, ventilating, air conditioning, cooling, gas, heating and communication cables), and all other facilities serving or intended to serve the Structures, and

(iii) vertical, horizontal, subterranean, lateral and subjacent subsistence and support for the use maintenance, repair and replacement of the Structures;

and

(B) the right to enter upon Tract 1, Tract 2 and Tract 3 of Exhibit A for the purpose of,

(i) accessing the subsurface located below horizontal planes starting from the ground elevation of 633.81 feet for Tract 1 and Tract 2 as shown on Exhibit A and starting from the ground elevation of 629.81 feet for Tract 3 as shown on Exhibit A (the benchmark datum for the forgoing elevations is based on the "Street Level Elevation = 647.81 feet" as shown on Exhibit A for Tract 1, Tract 2 and Tract 3) for the construction, operation, use, maintenance, repair and replacement and reconstruction of all improvements, structural components, caissons, columns, piers, conduits, chutes, pipes, wires, building components, utility facilities (including, without limitation, plumbing, electrical, telephone, water, heating, ventilating, air conditioning, cooling, gas, heating and communication cables), and all other facilities serving or intended to serve the Structures; and

(ii) accessing, using, maintaining, repairing and replacing all improvements, structural components, caissons, columns, piers, conduits, chutes, pipes, wires, building components, utility facilities (including, without limitation, plumbing, electrical, telephone, water, heating, ventilating, air conditioning,

cooling, gas, heating and communication cables), and all other facilities located within Tract 3 of Exhibit A serving or intended to serve the Structures, other than those used in connection with elevator and elevator shaft located within Tract 3 of Exhibit A.

FURTHER, Grantee and their successors and assigns are granted a non-exclusive easement to the subsurface located at and below a horizontal plane starting from the ground elevation of 633.81 feet for Tract 1 and Tract 2 as shown on Exhibit A and starting from the ground elevation of 629.81 feet for Tract 3 as shown on Exhibit A (the benchmark datum for the forgoing elevations is based on the "Street Level Elevation = 647.81 feet" as shown on Exhibit A for Tract 1, Tract 2 and Tract3) for the construction, operation, use, maintenance, repair, replacement and reconstruction of,

(i) existing and future structures located on the Land (collectively, the "Grantee's Structures");

(ii) any and all associated improvements, structural components, caissons, columns, piers, conduits, chutes, pipes, chases, wires, building components, utility facilities (including, without limitation, plumbing, electrical, telephone, water, heating, ventilating, air conditioning, cooling, gas, heating and communication cables), and all other facilities serving or intended to serve the Grantee's Structures; and

(iii) vertical, horizontal, subterranean, lateral and subjacent subsistence and support for the use maintenance, repair and replacement of the Grantee's Structures.

FURTHER, Grantee by its acceptance of this Special Warranty Deed, agrees that the following restrictions shall run with the Land and be binding on the Grantee and Grantee's successor's and assigns and subject to annual appropriations for repairs and maintenance of the property by the Grantee:

(A) Tract 1 and Tract 2, as described on Exhibit A, shall be used to provide ingress and egress over and across Tract 1 and Tract 2 (i) by the Grantee and the general public and (ii) for all City of San Antonio, Texas purposes; and

(B) Tract 3, as described on Exhibit A, shall be used as a vertical structure supporting the operation of an elevator system contained within Tract 3.

This Special Warranty Deed is made and accepted subject to those matters set out on Exhibit C.

GRANTORS AND GRANTEE HEREBY AGREE THAT GRANTORS HAVE NOT MADE AND ARE NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO (i) THE NATURE OR CONDITION, PHYSICAL OR OTHERWISE, OF THE LAND, OR ANY

ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF OR THE STATE OF REPAIR OR LACK OF REPAIR OF THE LAND, (iii) THE QUALITY OF THE MATERIALS INCLUDED IN THE LAND, (iv) THE SOIL CONDITIONS, DRAINAGE CONDITIONS, TOPOGRAPHICAL FEATURES, ACCESS TO PUBLIC RIGHTS OF WAY, AVAILABILITY OF UTILITIES OR OTHER CONDITIONS OR CIRCUMSTANCES WHICH AFFECT OR MAY AFFECT THE LAND OR ANY USE TO WHICH GRANTEE MAY PUT THE LAND, (v) ANY CONDITIONS AT OR WHICH AFFECT OR MAY AFFECT THE LAND WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL OR OTHERWISE, (vi) THE NATURE OR EXTENT OF TITLE TO THE LAND, OR ANY EASEMENT, RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONTRACT, CONDITION OR OTHERWISE THAT MAY AFFECT TITLE TO THE ASSETS, (viii) ANY ENVIRONMENTAL, GEOLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER THE LAND, INCLUDING BUT NOT LIMITED TO, THE ABSENCE OF ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCE ON, IN, UNDER, OR ADJACENT TO THE LAND, OR (ix) THE COMPLIANCE OF THE LAND WITH ANY APPLICABLE RESTRICTIVE COVENANTS, OR WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL BODY (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY ZONING LAWS OR REGULATIONS, ANY BUILDING CODES, ANY ENVIRONMENTAL LAWS, AND THE AMERICANS WITH DISABILITIES ACT). GRANTEE ACKNOWLEDGES AND AGREES THAT THE LAND WILL BE CONVEYED TO GRANTEE AND GRANTEE WILL ACCEPT THE LAND "AS IS, WHERE IS, WITH ALL FAULTS."

Exhibits attached to this Special Warranty Deed are incorporated herein for all purposes.

TO HAVE AND TO HOLD the Land, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever; and the Grantors do hereby bind themselves and Grantors' successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the Land, subject to the matters stated herein, unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantors, but not otherwise.

EXECUTED on the date of the acknowledgment set forth below to be EFFECTIVE for all purposes as of the _____ day of _____, 2015.

GRANTORS:

GRAYSTREET HOUSTON – 150 E. HOUSTON STREET, LLC, a Texas limited liability company

By: GrayStreet Houston Management, LLC, its managing member

By: Caliburn Capital, LLC, its sole member

By: _____

Name:_____

Title:_____

HOTEL VALENCIA SAN ANTONIO RIVERWALK, L.P., a Texas limited partnership, by its general partner, Hotel Valencia San Antonio Corporation, a Texas corporation

By:_____
_____, its _____

GRANTEE:

CITY OF SAN ANTONIO, a Texas Municipal Corporation

By:_____
_____, its _____

Grantee's Address:

City of San Antonio
PO Box 839966
San Antonio, Texas 78283

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Caliburn Capital, LLC, the sole member of GrayStreet Houston Management, LLC, the managing member of GrayStreet Houston – 150 E. Houston Street, LLC, a Texas limited liability company.

(Seal and Expiration Date)

_____
Notary Public

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Hotel Valencia San Antonio Corporation, a Texas corporation, on behalf of such corporation as the general partner of Hotel Valencia San Antonio Riverwalk, L.P., a Texas limited partnership.

(Seal and Expiration Date)

_____
Notary Public

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of the City of San Antonio, a Texas municipal corporation on behalf of said corporation.

(Seal and Expiration Date)

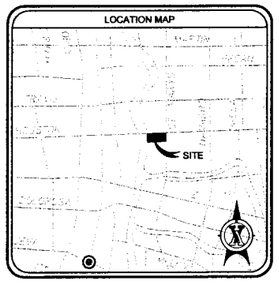
_____
Notary Public

EXHIBIT A

Tract 1, Tract 2 and Tract 3

TRACT 1

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

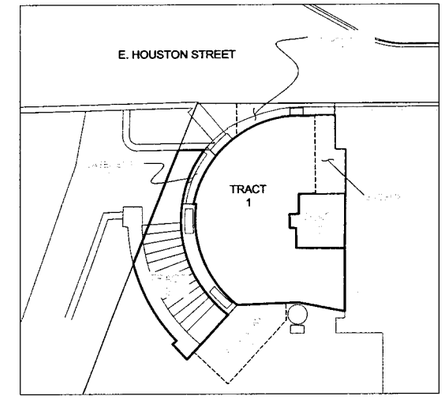
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

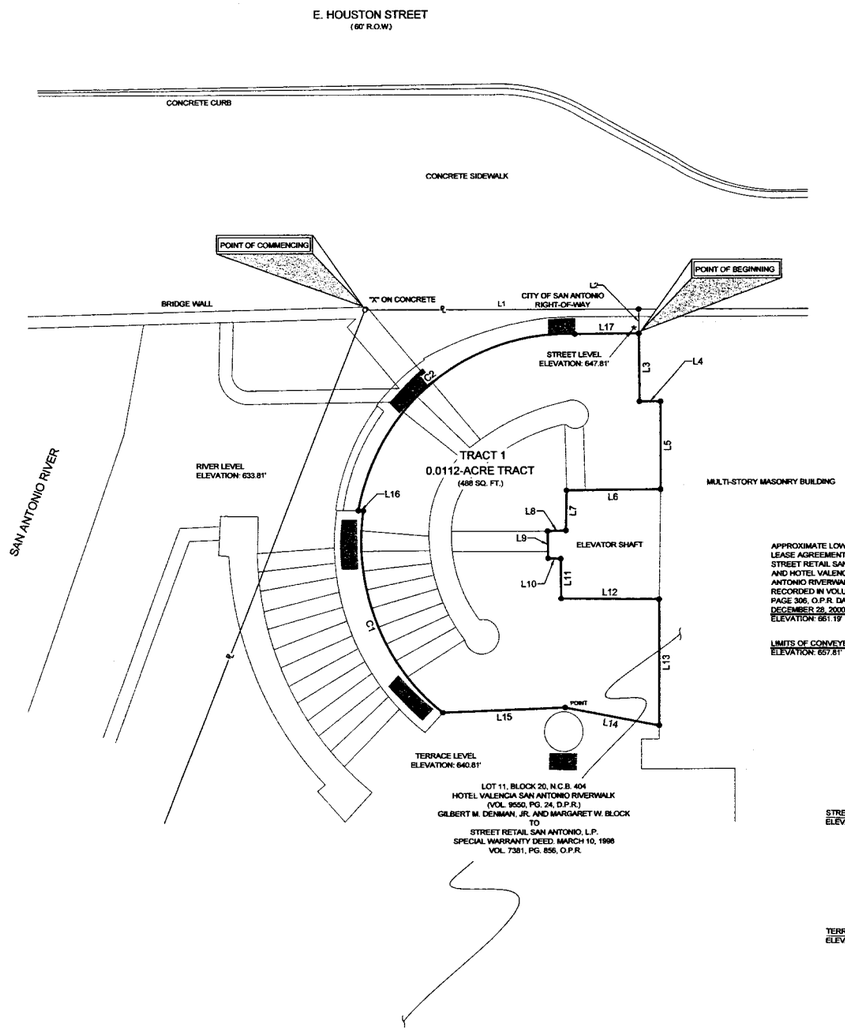
GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'



KEY MAP

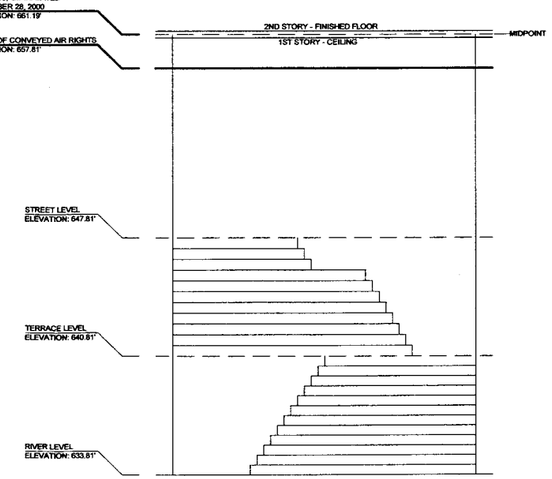


LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'02"E	20.90'
L2	S00°27'46"E	1.80'
L3	S00°27'46"E	3.04'
L4	N89°00'00"E	1.54'
L5	S00°00'00"E	6.49'
L6	S89°27'13"W	7.02'
L7	S01°00'04"W	2.98'
L8	S88°12'58"W	1.38'
L9	S01°20'33"E	2.01'
L10	S87°52'40"E	0.95'
L11	S00°40'04"E	2.98'
L12	S88°33'55"E	7.31'
L13	S00°00'20"W	9.30'
L14	N75°21'18"W	7.13'
L15	S87°48'47"W	8.19'
L16	N88°58'32"W	0.38'
L17	N89°32'14"E	4.78'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	16.88'	16.00'	60°21'58"	9.31'	N22°00'48"W	16.09'
C2	22.79'	15.00'	91°34'29"	13.90'	N51°26'45"E	20.50'

APPROXIMATE LOWEST LIMIT OF LEASE AGREEMENT BETWEEN STREET RETAIL SAN ANTONIO, LP AND HOTEL VALENCIA SAN ANTONIO RIVERWALK, LP, RECORDED IN VOLUME 8739, PAGE 306, O.P.R. DATED DECEMBER 28, 2000
ELEVATION: 661.19'

LIMITS OF CONVEYED AIR RIGHTS
ELEVATION: 657.81'



ELEVATION DETAIL

LEGEND

	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER/ELEVATOR SHAFT (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G.E.T.C.A.	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
	ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 1

A 0.0112-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
ROBERT M. ANGUIANO
6347
REGISTERED
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

©2014

NO.	DESCRIPTION	DATE
4	REVISED ELEVATIONS	02/16/15
3	REVISED PARCEL, KEY MAP AND METES AND BOUNDS DESCRIPTION	01/16/15
2	ADDED PROFILE DATA.	01/13/15
1	ADDED ELEVATIONS	12/02/14

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • TRANSPORTATION • SURVEYING
Temple Oaks Parkway, San Antonio, TX 78216
Telephone: (210) 824-7283
Toll-Free Number: (800) 223-3100

LAND TITLE SURVEY OF A 0.0112-ACRE TRACT OUT OF LOT11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET 1 OF 1

8/12/2013 12:44:52 PM | rmartinez
R:\2543-001\Survey\Acad\R_SURVEY01.dwg

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 1
0.0112-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0112-ACRE (488 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0112-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND RIGHT-OF-WAY, A DISTANCE OF 20.60 FEET TO A POINT;

THENCE S00°27'46"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11 AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, A DISTANCE OF 1.80 FEET TO THE **POINT OF BEGINNING** AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11 AND ALONG SAID FACE OF BUILDING WALL, THE FOLLOWING THREE (3) CALLS:

1) S00°27'46"E, A DISTANCE OF 5.04 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N90°00'00"E, A DISTANCE OF 1.54 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND
3) S00°00'00"E, A DISTANCE OF 6.49 FEET TO THE CORNER OF AN ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, ALONG SAID FACE OF ELEVATOR SHAFT, THE FOLLOWING SEVEN (7) CALLS:

1) S89°27'12"W, A DISTANCE OF 7.02 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) S01°02'04"W, A DISTANCE OF 2.96 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
3) S88°12'55"W, A DISTANCE OF 1.39 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
4) S01°20'37"E, A DISTANCE OF 2.01 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

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12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

5) S87°52'40"E, A DISTANCE OF 0.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

6) S00°40'04"E, A DISTANCE OF 2.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

7) S89°33'53"E, A DISTANCE OF 7.31 FEET TO THE FACE OF AFOREMENTIONED BUILDING WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE S00°00'20"W, ALONG SAID FACE OF BUILDING WALL, A DISTANCE OF 9.30 FEET TO A POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N79°21'15"W, A DISTANCE OF 7.13 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

2) S87°48'41"W, A DISTANCE OF 9.19 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, AT A CORNER OF ROCK WALL, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

3) ALONG SAID CURVE TO THE RIGHT, ALONG THE EDGE OF SAID ROCK WALL, A DISTANCE OF 16.86 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°21'59", AND A CHORD BEARING AND DISTANCE OF N22°00'45"W, 16.09 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

4) N88°56'52"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.38 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) ALONG SAID CURVE TO THE RIGHT, DEPARTING SAID ROCK WALL, ALONG THE FACE OF ROCK COLUMNS, A DISTANCE OF 22.78 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 81°34'29", AND A CHORD BEARING AND DISTANCE OF N51°28'45"E, 20.90 FEET TO A CORNER OF ROCK COLUMN, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) N89°32'14"E, DEPARTING SAID ROCK COLUMN, A DISTANCE OF 4.78 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0112 OF AN ACRE (488 SQUARE FEET) OF LAND.

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

An accompanying survey plat of even date accompanies this description.

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

©2015 Vickrey & Associates, Inc.

TRACT 2

LOCATION MAP

GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

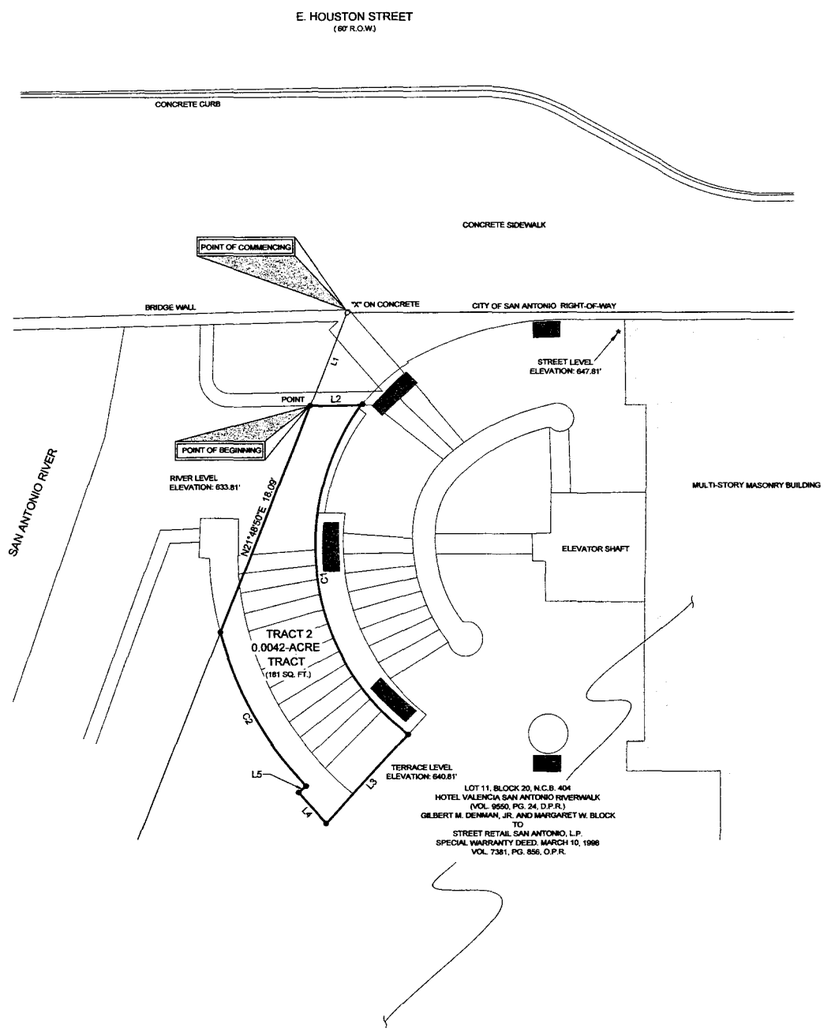
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

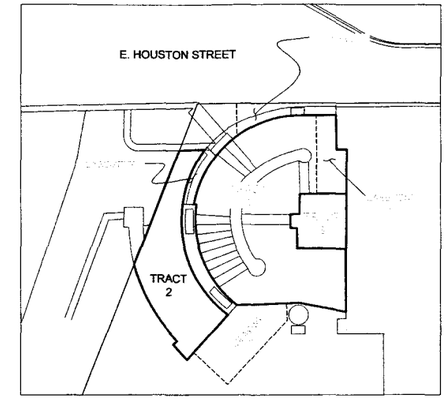
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'

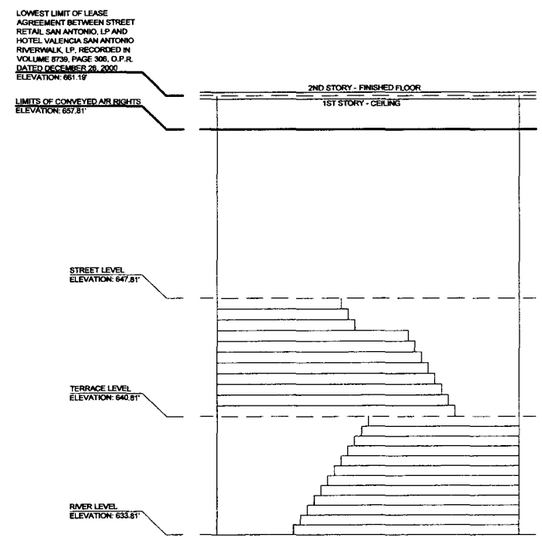


LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°48'50"W	7.41'
L2	N89°18'18"E	5.81'
L3	S40°40'00"W	8.91'
L4	N42°12'33"W	3.08'
L5	N80°54'47"E	0.79'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	37.32'	17.58'	86°28'49"	17.33'	S8°18'53"E	34.62'
C2	13.22'	26.00'	29°07'59"	6.76'	N22°33'51"W	13.08'



KEY MAP



ELEVATION DETAIL

LEGEND

FIR	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
WV	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
℄	PROPERTY LINE
★	ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 2

A 0.0042-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
ROBERT M. ANGUIANO
REGISTERED
PROFESSIONAL
LAND SURVEYOR
6347

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

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NO	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED KEY MAP
2	01/13/15	ADDED PROFILE DATA
1	12/02/14	ADDED ELEVATIONS

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway San Antonio, Tx. 78216
Tel: (210) 491-9111 Fax: (210) 491-9191
TBPE Firm Registration No. 2000

LAND TITLE SURVEY OF A 0.0042-ACRE TRACT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. APPROVED BY: – FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 2
0.0042-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0042-ACRE (181 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0042-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE S21°48'50"W, DEPARTING SAID RIGHT-OF-WAY, ALONG THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, A DISTANCE OF 7.41 FEET TO A POINT ON EDGE OF ROCK WALL, FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N89°18'18"E, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 3.81 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE LEFT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

2) ALONG SAID CURVE TO THE LEFT AND GENERALLY ALONG EDGE OF ROCK WALL, A DISTANCE OF 27.32 FEET, WITH A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF 89°26'49", AND A CHORD BEARING AND DISTANCE OF S08°08'54"E, 24.63 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

3) S42°40'00"W, DEPARTING SAID ROCK WALL, A DISTANCE OF 8.97 FEET TO A CORNER OF ROCK WALL, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

4) N42°12'33"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 3.08 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) N50°54'47"E, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.75 FEET TO A CORNER OF ROCK WALL AT A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) ALONG SAID CURVE TO THE RIGHT, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 13.22 FEET, WITH A RADIUS OF 26.00 FEET, A CENTRAL ANGLE OF 29°07'56", AND A CHORD BEARING AND DISTANCE OF N29°32'52"W, 13.08 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°48'50"E, DEPARTING SAID EDGE OF WALL, ALONG SAID COMMON LINE, A DISTANCE OF 18.09 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0042 OF AN ACRE (181 SQUARE FEET) OF LAND.

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JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

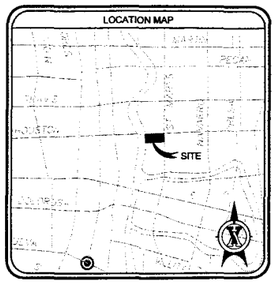
An accompanying survey plat of even date accompanies this description.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

2015 Vickrey & Associates, Inc.

TRACT 3

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

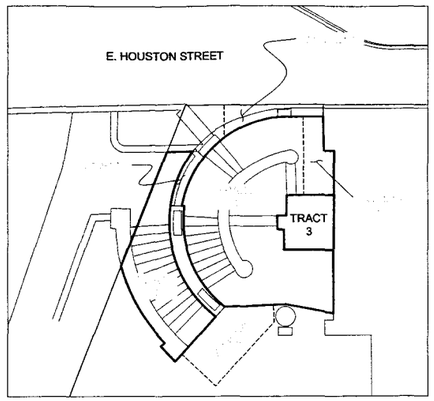
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

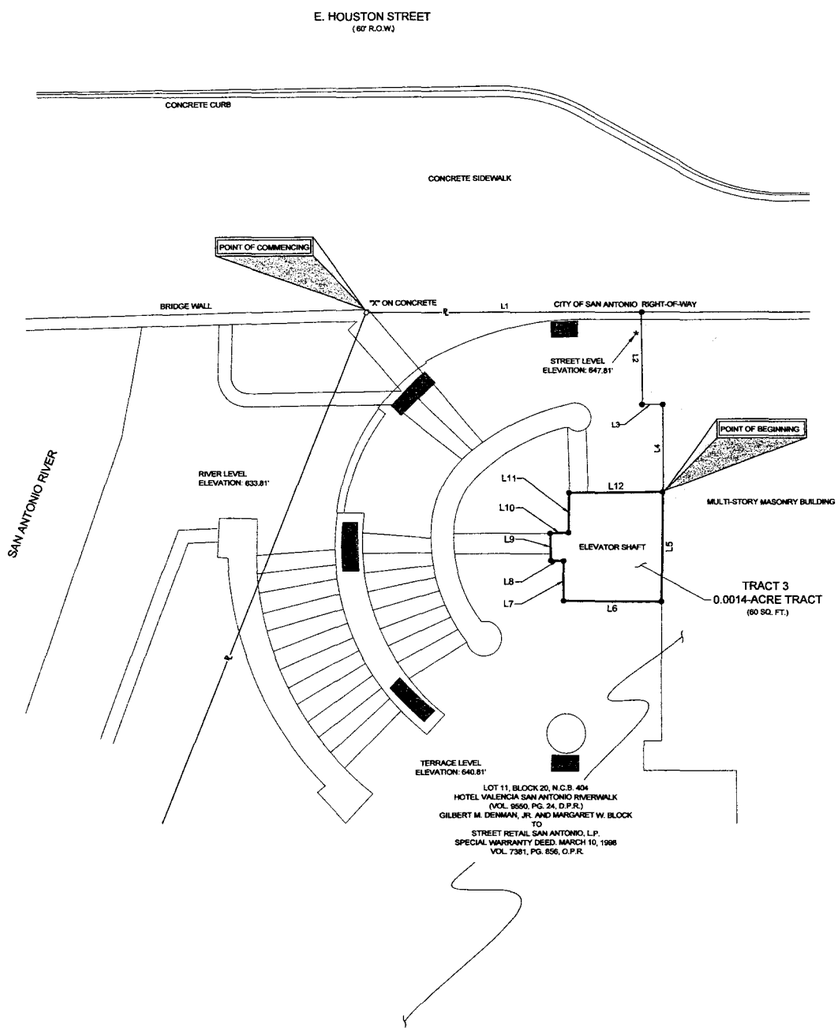
GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT

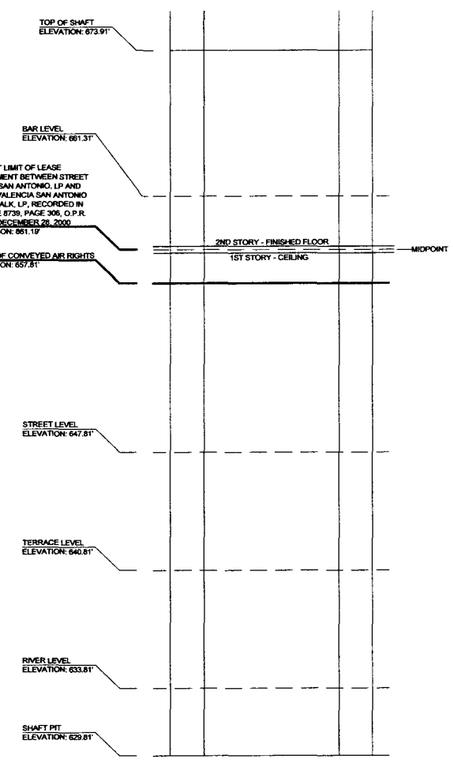
GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'



KEY MAP



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'03"E	20.80'
L2	S00°27'46"E	6.40'
L3	N89°00'00"E	1.54'
L4	S00°00'00"E	6.46'
L5	S00°48'42"W	8.12'
L6	N89°33'53"W	7.31'
L7	N00°45'06"W	2.90'
L8	N87°32'40"W	0.98'
L9	N01°20'37"W	2.01'
L10	N88°13'55"E	1.38'
L11	N01°02'04"E	2.98'
L12	N89°27'12"E	7.02'



ELEVATOR SHAFT DETAIL

LEGEND

FIR	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
WV	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
E	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
℄	PROPERTY LINE
★	ELEVATION REFERENCE POINT

CAT.1A COND. I LAND TITLE SURVEY

FOR

TRACT 3

A 0.0014-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 1 SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL LAND SURVEYOR

PREPARED FOR:
STREET RETAIL SAN ANTONIO, L.P.

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DATE	NO.	DESCRIPTION
02/16/15	3	REVISED ELEVATIONS
01/16/15	2	REVISED PARCEL, KEY MAP AND METES AND BOUNDS DESCRIPTION
12/02/14	1	ADDED ELEVATIONS, ELEVATOR SHAFT DETAIL, REVISED METES AND BOUNDS DESCRIPTION

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway, San Antonio, TX 78216
Telephone: (210) 545-3271
TBPE Firm Registration No. 10004100

LAND TITLE SURVEY OF A 0.0014-ACRE TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, ADDITION, CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/02/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 3
0.0014-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0014-ACRE (60 SQUARE FEET) TRACT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0014-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND RIGHT-OF-WAY, A DISTANCE OF 20.60 FEET TO A POINT;

THENCE DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11 AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, THE FOLLOWING THREE (3) CALLS:

1) S00°27'46"E, A DISTANCE OF 6.83 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N90°00'00"E, A DISTANCE OF 1.54 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND
3) S00°00'00"E, A DISTANCE OF 6.49 FEET TO THE **POINT OF BEGINNING,** AT A CORNER OF AN ELEVATOR SHAFT, AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, ALONG SAID FACE OF ELEVATOR SHAFT, THE FOLLOWING EIGHT (8) CALLS:

1) S00°46'40"W, A DISTANCE OF 8.12 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N89°33'53"W, A DISTANCE OF 7.31 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
3) N00°40'04"W, A DISTANCE OF 2.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
4) N87°52'40"W, A DISTANCE OF 0.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
5) N01°20'37"W, A DISTANCE OF 2.01 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
6) N88°12'55"E, A DISTANCE OF 1.39 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

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7) N01°02'04"E, A DISTANCE OF 2.96 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

8) N89°27'12"E, A DISTANCE OF 7.02 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0014 OF AN ACRE (60 SQUARE FEET) OF LAND.

JOB NO. 2543-001-104
JANUARY 16, 201S
REVISED FEBRUARY 16, 201S

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

An accompanying survey plat of even date accompanies this description.

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

©2015 Vickrey & Associates, Inc.

EXHIBIT B

LOT 11 AND 12, BLOCK 20, N.C.B. 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

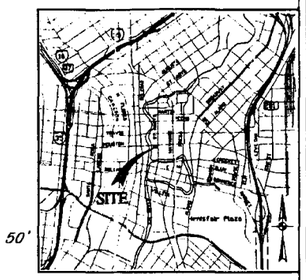
2001-081293 P 95558 00324

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTOCOPY, DISCOLORED PAPER, ETC.

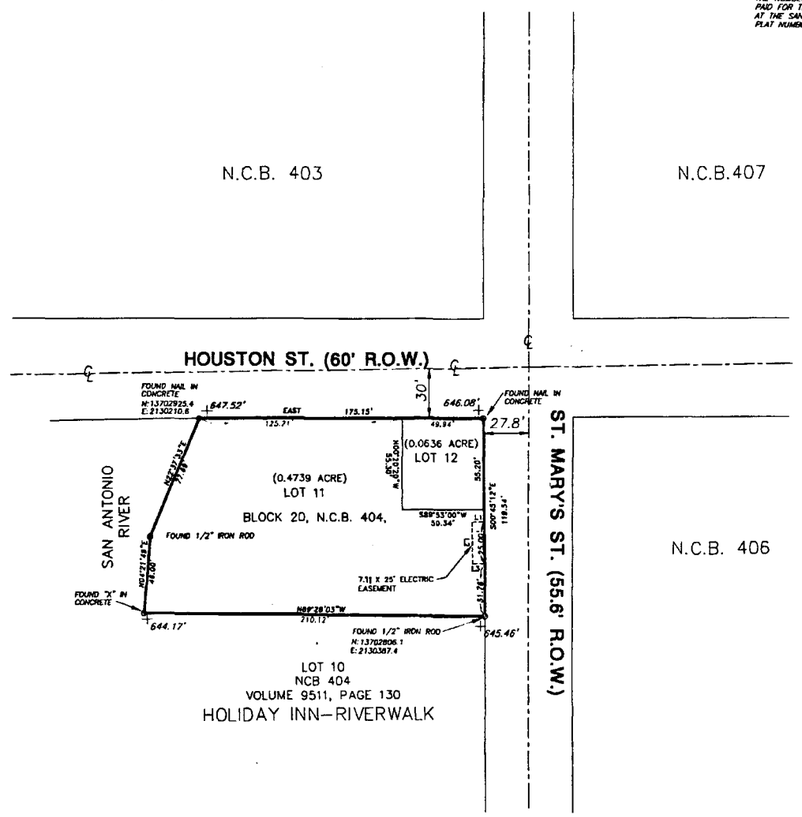
PLAT NO. 000326

WASTE WATER CCU NOTE
THE NUMBER OF EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE PLANNING DEPARTMENT.

SCALE: 1"= 50'



LOCATION MAP
NOT-TO-SCALE



LINE TABLE		
LINE	LENGTH	BEARING
L1	7.11	N89°14'48"E
L2	25.00	N00°45'19"W
L3	7.11	S89°14'48"W

NOTES:
1. 1/2" IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON" SET ALL CORNERS UNLESS OTHERWISE NOTED.
2. THE BASIS OF MONUMENTATION FOR THIS PLAT ARE THOSE SHOWN FOUND.
3. THE BEARINGS FOR THIS PLAT ARE BASED ON THE DEED RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY TEXAS.
5. THE STATE PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE PUBLISHED POSITIONS FOR TRIANGULATION STATIONS "GRAIT", "BITTERS", AND "LONE STAR", THEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983.
6. ROTATE BEARINGS 00°03'28" COUNTER CLOCKWISE TO CONFORM TO STATE PLANE COORDINATE GRID BEARINGS.
7. THE COMBINED SCALE FACTOR USED IS 0.999833793.

LEGEND:
ELEC. = ELECTRIC
TELE. = TELEPHONE
CA.TV. = CABLE TELEVISION
ESMT. = EASEMENT
B.S.L. = BUILDING SETBACK LINE
F.I.R. = FOUND 1/2" IRON ROD
*F.I.R. = FOUND 1/2" IRON ROD MARKED "PAPE-DAWSON".
+647.50'=SPOT ELEVATION

C.P.S. NOTE:
1. The City of San Antonio as part of its electric and gas system (City Public Service Board) is hereby dedicated the easements and rights-of-way for electric and gas distribution and service facilities in the areas designated on this plat as "Electric Easement," "Gas Easement," "Anchor Easement," "Service Easement," "Overhang Easement," "Utility Easement," and "Transformer Easement" for the purpose of installing, constructing, reconstructing, maintaining, removing, inspecting, patrolling, and erecting poles, hanging or burying wires, cables, conduits, pipelines or transformers, each with its necessary appurtenances together with the right of ingress and egress over grantor's adjacent land, the right to remove said facilities within said easement and right-of-way areas, and the right to remove from said lands all trees or parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or appurtenances thereto. It is agreed and understood that no buildings, concrete slabs, or walls will be placed within said easement area.
2. Any CPS mandatory loss resulting from modifications required of CPS equipment, located within said easement, due to grade changes or ground elevation alterations shall be charged to the person or persons deemed responsible for said grade changes or ground elevation alteration.
3. This plat does not amend, alter, release or otherwise affect any existing electric, gas, water, sewer, drainage, telephone, cable easements or any other easements for utilities unless the changes to such easements are described below.
4. Concrete driveway approaches are allowed within the f.w. (5) feet wide electric and gas easements when Lots are served only by rear lot underground electric and gas facilities.
5. Road overhangs are allowed within five (5) feet wide electric and gas easements when only underground electric and gas facilities are proposed or existing within these five (5) feet wide easements.

SUBDIVISION PLAT OF HOTEL VALENCIA SAN ANTONIO RIVERWALK

BEING A 0.5375 ACRE TRACT OF LAND COMPRISED OF ARBITRARY LOT A-3(THE EAST 50.8 FEET OF LOT 1), LOT 2, AND ARBITRARY LOT A-1 (THE WEST 125.02 FEET OF LOT 1), BLOCK 20, NEW CITY BLOCK 404 IN THE CITY OF SAN ANTONIO, AS DESCRIBED RESPECTIVELY IN INSTRUMENTS RECORDED IN VOLUME 7668, PAGE 1038, VOLUME 7381, PAGE 856 AND VOLUME 7381, PAGE 855, ALL IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT, AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION ORDINANCE, EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.
REGISTERED PROFESSIONAL ENGINEER
SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9 DAY OF October A.D. 20 00
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

RHONDA YERKEY

STATE OF TEXAS
COUNTY OF BEXAR
THE OWNER OF THE LAND SHOWN ON THIS PLAT IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER-COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.
STREET RETAIL SAN ANTONIO, LP
OWNER
DULY AUTHORIZED AGENT

JEANETTE JARAMILLO
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-16-2003

STATE OF TEXAS
COUNTY OF BEXAR
BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED Robert A. Shearer, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF October A.D. 20 00
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

THIS PLAT OF HOTEL VALENCIA SAN ANTONIO RIVERWALK HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS 25 DAY OF October A.D. 2000
BY: Robert C. Wanding
CHAIRMAN
BY:
SECRETARY

STATE OF TEXAS
COUNTY OF BEXAR
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.
REGISTERED PROFESSIONAL LAND SURVEYOR
SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 9 DAY OF October A.D. 20 00
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

THOMAS C. HABERER
STATE OF TEXAS REGISTERED 4350 PROFESSIONAL LAND SURVEYOR

RHONDA YERKEY
Notary Public State of Texas
My Commission Expires April 14, 2004

STATE OF TEXAS
COUNTY OF BEXAR
I, Rick Hope, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 5th DAY OF Oct A.D. 2000 AT 1:50 p.m. AND DULY RECORDED THE 5th DAY OF Oct A.D. 2000 AT 1:50 p.m. IN THE RECORDS OF OF SAID COUNTY, IN BOOK VOLUME 9550 ON PAGE 24
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 5th DAY OF October A.D. 2000
COUNTY CLERK, BEXAR COUNTY, TEXAS
BY: DEPUTY

COUNTY CLERK SEAL BEXAR COUNTY, TEXAS

PAPE-DAWSON ENGINEERS
555 EAST RAMSEY | SAN ANTONIO TEXAS 78216 | PHONE 210.375.9000 FAX 210.375.9010

4930\00\DESIGN\PL493000.DWG JOB NO. 4930.00

EXHIBIT C

1. Covenants, conditions and/or restrictions recorded in Volume 9550, Page 24, Deed and Plat Records of Bexar County, Texas and in Volume 8590, Page 166; Volume 9777, Page 1998 Volume 11698, Page 1231 and Volume 17142, Page 489, Official Public Records of Bexar County, Texas.

2. Rights of Parties in Possession.

3. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.

4. Public Access Easement recorded in Volume _____, Page_____, Official Public Records of Bexar County, Texas.

5. Public Access Easement recorded in Volume _____, Page_____, Official Public Records of Bexar County, Texas.

6. Public Access Easement recorded in Volume _____, Page_____, Official Public Records of Bexar County, Texas.

7. Agreement and Non-Exclusive Easement recorded in Volume_____, Page_____, Official Public Records of Bexar County, Texas.

8. Agreement and Non-Exclusive Easement (Elevator Hydraulic Room) recorded in Volume_____, Page_____, Official Public Records of Bexar County, Texas.

9. Easement as shown on plat and dedication recorded in Volume 9550, Page 24 of the Official Public Records of Bexar County, Texas.

10. Terms, conditions and stipulations of City Ordinance recorded in Volume 9742, Page 1420, Official Public Records of Bexar County, Texas.

11. Lease Agreement dated May 19, 2000, executed by and between Street Retail San Antonio, LP, as Landlord, and Hotel Valencia San Antonio Riverwalk, L.P., as Tenant, as evidence by Memorandum of Lease Agreement filed February 9, 2001, recorded in Volume 8739, Page 306, Real Property Records, Bexar County, Texas. Further affected by Memorandum of Amendments to Lease Agreement filed March 8, 2003, recorded in Volume 10007, page 622, Real Property Records, Bexar County, Texas, and Third Amendment to Lease Agreement filed March 20, 2015 recorded in Volume 17142, Page 369, Real Property Records, Bexar County, Texas.

EXHIBIT B-2

SPECIAL WARRANTY BILL OF SALE

GRANTORS (Collectively): GRAYSTREET HOUSTON – 150 E. HOUSTON STREET, LLC, a Texas limited liability company and HOTEL VALENCIA SAN ANTONIO RIVERWALK, L.P., a Texas limited partnership

Grantors' Mailing Address:
Hotel Valencia San Antonio Riverwalk, L.P.
Attn: Manager
150 E. Houston St.
San Antonio, Texas 78205

with a copy to:

Hotel Valencia San Antonio Riverwalk, L.P.
Attn: David Miller
4400 Post Oak Parkway
Suite 2800
Houston, Texas 77027

GrayStreet Houston – 150 E. Houston Street, LLC
c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

with copy to:

Kruger Carson PLLC
3308 Broadway, Suite 305
San Antonio, TX 78209
Attention: Bradley S. Carson, Esq.

GRANTEE: CITY OF SAN ANTONIO, a municipal corporation of the State of Texas

Grantee's Mailing Address:
PO Box 839966
San Antonio, Texas 78283

Consideration: TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by GRANTORS.

Property Conveyed: All of GRANTORS' interest, in the equipment described on Exhibit A attached hereto and made a part hereof for all purposes (the "Personal Property").

GRANTORS AND GRANTEE HEREBY AGREE THAT GRANTORS HAVE NOT MADE AND ARE NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO (i) THE NATURE OR CONDITION, PHYSICAL OR OTHERWISE, OF THE PERSONAL PROPERTY, OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF OR THE STATE OF REPAIR OR LACK OF REPAIR OF THE PERSONAL PROPERTY, (iii) THE QUALITY OF THE MATERIALS INCLUDED IN THE PERSONAL PROPERTY, (iv) THE SOIL CONDITIONS, DRAINAGE CONDITIONS, TOPOGRAPHICAL FEATURES, ACCESS TO PUBLIC RIGHTS OF WAY, AVAILABILITY OF UTILITIES OR OTHER CONDITIONS OR CIRCUMSTANCES WHICH AFFECT OR MAY AFFECT THE PERSONAL PROPERTY OR ANY USE TO WHICH GRANTEE MAY PUT THE PERSONAL PROPERTY, (v) ANY CONDITIONS AT OR WHICH AFFECT OR MAY AFFECT THE PERSONAL PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL OR OTHERWISE, (vi) ANY ENVIRONMENTAL, GEOLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER THE PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ABSENCE OF ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCE ON, IN, UNDER, OR ADJACENT TO THE PERSONAL PROPERTY, OR (vii) THE COMPLIANCE OF THE PERSONAL PROPERTY WITH ANY APPLICABLE RESTRICTIVE COVENANTS, OR WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL BODY (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY ZONING LAWS OR REGULATIONS, ANY BUILDING CODES, ANY ENVIRONMENTAL LAWS, AND THE AMERICANS WITH DISABILITIES ACT). GRANTEE ACKNOWLEDGES AND AGREES THAT THE PERSONAL PROPERTY WILL BE CONVEYED TO GRANTEE AND GRANTEE WILL ACCEPT THE PERSONAL PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS."

By acceptance of delivery of said Personal Property, GRANTEE acknowledges that GRANTEE has examined the Personal Property.

FOR VALUE RECEIVED GRANTORS sell and deliver the Personal Property to GRANTEE and warrant and agree to defend title to the Personal Property to GRANTEE and GRANTEE's successors and assigns against all lawful claims, by, through, or under GRANTORS, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED effective as of the _____ of _____, 2015.

GRANTORS:

GRAYSTREET HOUSTON – 150 E. HOUSTON STREET, LLC, a Texas limited liability company

By: GrayStreet Houston Management, LLC, its managing member

By: Caliburn Capital, LLC, its sole member

By: _____

Name:_____

Title:_____

HOTEL VALENCIA SAN ANTONIO RIVERWALK, L.P., a Texas limited partnership, by its general partner, Hotel Valencia San Antonio Corporation, a Texas corporation

By:_____
_____, its _____

GRANTEE:

CITY OF SAN ANTONIO, a Texas Municipal Corporation of the State of Texas

By:_____
_____, its _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Caliburn Capital, LLC, the sole member of GrayStreet Houston Management, LLC, the managing member of GrayStreet Houston – 150 E. Houston Street, LLC, a Texas limited liability company.

(Seal and Expiration Date)

_____
Notary Public

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Hotel Valencia San Antonio Corporation, a Texas corporation, on behalf of such corporation as the general partner of Hotel Valencia San Antonio Riverwalk, L.P., a Texas limited partnership.

(Seal and Expiration Date)

_____
Notary Public

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.

(Seal and Expiration Date)

_____
Notary Public

EXHIBIT A

PERSONAL PROPERTY

Otis Hydraulic Cab Model No. 211, Serial No. 950212

Elevator Equipment Room Air Conditioning Trane Unit, Serial No. T01K059878

Elevator Equipment Room Otis Hydraulic Elevator Pump, Model No. AAA21241U, Serial No. 950212

EXHIBIT B-3

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 License Number.

State of Texas §
§ **Know All By These Presents:**
County of Bexar §

Public Access Easement

Authorizing Ordinance:

Grantor: GrayStreet Houston – 150 E. Houston Street, LLC

Grantor's Address: c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

Grantee City of San Antonio

Grantee's Address: P.O. Box 839966
San Antonio, Texas 78283-3966
(Bexar County)

Purpose of Easement: A non-exclusive access easement for the benefit of the general public, the City of San Antonio and its licensees, lessees, invitees, employees, agents and contractors and for the purpose of conducting City business as needed to maintain and repair the Appurtenant Property, and for ingress to and egress from the Appurtenant Property by Grantee and the general public.

Appurtenant Property: 0.0042 acre tract, more or less, out of Lot 11, Block 20 N.C. 404, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9550, Page 24 of the Deed and Plat Records of Bexar County, Texas, the land being more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

0.0112 acre tract, more or less, out of Lot 11, Block 20 N.C. 404, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9550, Page 24 of the Deed and Plat Records of Bexar County, Texas, the land being more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

Easement Property: 0.0004 acre tract, more or less, out of Lot 11, Block 20 N.C. 404, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9550, Page 24 of the Deed and Plat Records of Bexar County, Texas, the land being more particularly described on **Exhibit B**, which is incorporated herein by reference for all purposes as if it were fully set forth.

Grantor grants, dedicates, and conveys to Grantee and to the public generally, for and in consideration of the benefits accruing to Grantor, to Grantor's other property, and to the public generally, a perpetual easement over, across, and upon the surface only of the Easement Property. This easement is appurtenant to the Appurtenant Property and runs with title to the Appurtenant Property. By its acceptance of the easement, the Grantee specifically acknowledges that the easement does not constitute a conveyance in fee of the Easement Property and Grantor reserves for Grantor's successors and assigns the right to use and enjoy the Easement Property for all purposes which do not interfere with Grantee's use of the Easement Property for the Purpose of Easement.

The easement may be used only for the Purpose of Easement stated above. Grantor covenants and for itself, its successors, and assigns, that no building or obstruction of any kind will be placed on the Easement Property herein granted.

Grantee has had full opportunity to examine the Easement Property and Grantee hereby waives any claim for damages that may arise out of the condition of the Easement Property. Grantee's taking possession of the Easement Property shall be conclusive evidence of Grantee's acceptance thereof and Grantee, as a material part of the consideration for this easement, hereby accepts the Easement Property "AS IS, WHERE IS, AND WITH ALL FAULTS" with any and all latent and patent defects. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement or other assertion with respect to the condition of the Easement Property but is relying on Grantee's examination of the Easement Property.

To Have and To Hold the above described easement and rights unto Grantee, its successors and assigns, until its use is terminated or abandoned.

Witness my hand, this _____ day of _____, 2015.

GRANTOR:

GRAYSTREET HOUSTON – 150 E. HOUSTON STREET,
LLC, a Texas limited liability company

By: GrayStreet Houston Management, LLC, its
managing member

By: Caliburn Capital, LLC, its sole member

By: _____

Name:_____

Title:_____

Date:_____

AGREED AND ACCEPTED:

GRANTEE:

CITY OF SAN ANTONIO, TEXAS
A Texas Municipal Corporation

By:_____

Name:_____, City Manager or Designee

Accepted under Ordinance: _____

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Caliburn Capital, LLC, the sole member of GrayStreet Houston Management, LLC, the managing member of GrayStreet Houston – 150 E. Houston Street, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, City Manager or Designee for and on behalf of the CITY SAN ANTONIO, TEXAS, a Texas home rule municipal corporation; he/she acknowledged to me that he/she is the duly authorized representative of the CITY OF SAN ANTONIO, TEXAS, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

GRANTOR'S ADDRESS:

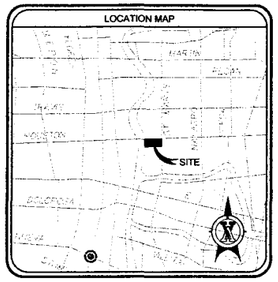
GrayStreet Houston – 150 E. Houston Street, LLC
c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

GRANTEE'S ADDRESS:

City of San Antonio
PO Box 839966
San Antonio, Texas 78283

Exhibit A

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

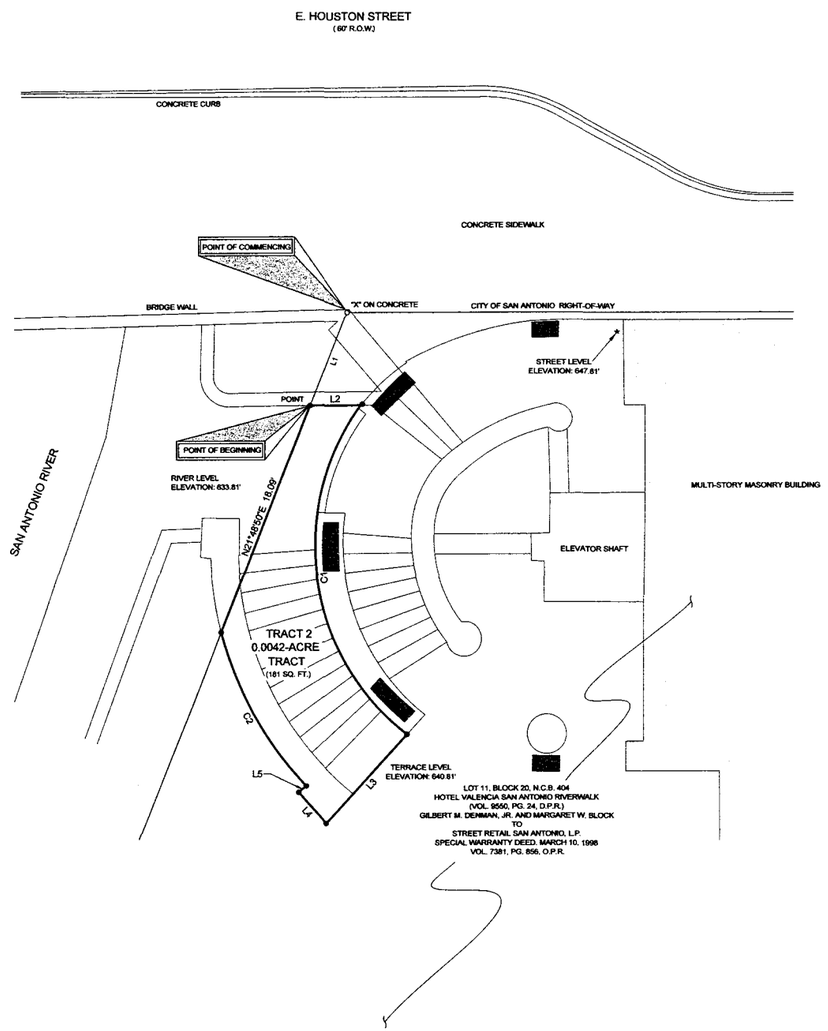
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

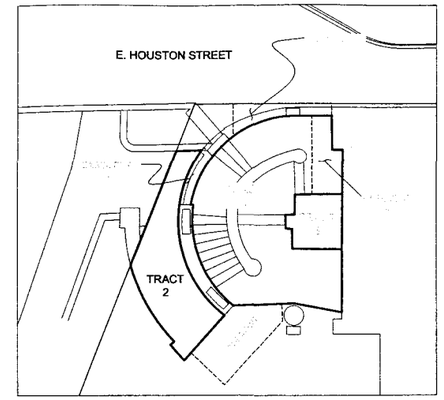
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'

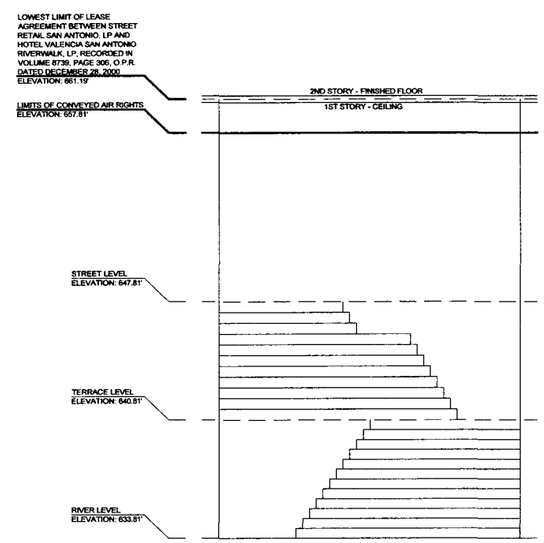


LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°46'50"W	7.41'
L2	N89°18'18"E	3.81'
L3	S42°49'00"W	8.97'
L4	N42°12'33"W	3.88'
L5	N50°56'47"E	0.78'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	27.32'	17.50'	89°38'48"	17.32'	S8°38'33"E	24.60'
C2	13.22'	26.00'	29°07'50"	6.79'	N25°32'51"W	13.08'



KEY MAP



ELEVATION DETAIL

LEGEND

FIR	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
PO	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
CO	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
℄	PROPERTY LINE
	ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 2

A 0.0042-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
ROBERT M. ANGUIANO
6347
REGISTERED
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:
STREET RETAIL SAN ANTONIO, L.P.

© 2014

NO.	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED KEY MAP
2	01/13/15	ADDED PROFILE DATA
1	12/02/14	ADDED ELEVATIONS

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
Corporate Headquarters, San Antonio, TX 78216
Telephone: (210) 524-9271
TBPE Firm Registration No. F-1010

LAND TITLE SURVEY OF A 0.0042-ACRE TRACT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. APPROVED BY: – FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 2
0.0042-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0042-ACRE (181 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0042-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE S21°48'50"W, DEPARTING SAID RIGHT-OF-WAY, ALONG THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, A DISTANCE OF 7.41 FEET TO A POINT ON EDGE OF ROCK WALL, FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N89°18'18"E, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 3.81 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE LEFT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

2) ALONG SAID CURVE TO THE LEFT AND GENERALLY ALONG EDGE OF ROCK WALL, A DISTANCE OF 27.32 FEET, WITH A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF 89°26'49", AND A CHORD BEARING AND DISTANCE OF S08°08'54"E, 24.63 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

3) S42°40'00"W, DEPARTING SAID ROCK WALL, A DISTANCE OF 8.97 FEET TO A CORNER OF ROCK WALL, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

4) N42°12'33"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 3.08 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) N50°54'47"E, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.75 FEET TO A CORNER OF ROCK WALL AT A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) ALONG SAID CURVE TO THE RIGHT, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 13.22 FEET, WITH A RADIUS OF 26.00 FEET, A CENTRAL ANGLE OF 29°07'56", AND A CHORD BEARING AND DISTANCE OF N29°32'52"W, 13.08 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°48'50"E, DEPARTING SAID EDGE OF WALL, ALONG SAID COMMON LINE, A DISTANCE OF 18.09 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0042 OF AN ACRE (181 SQUARE FEET) OF LAND.

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12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

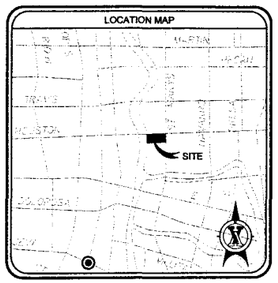
An accompanying survey plat of even date accompanies this description.

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

2015 Vickrey & Associates, Inc.

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

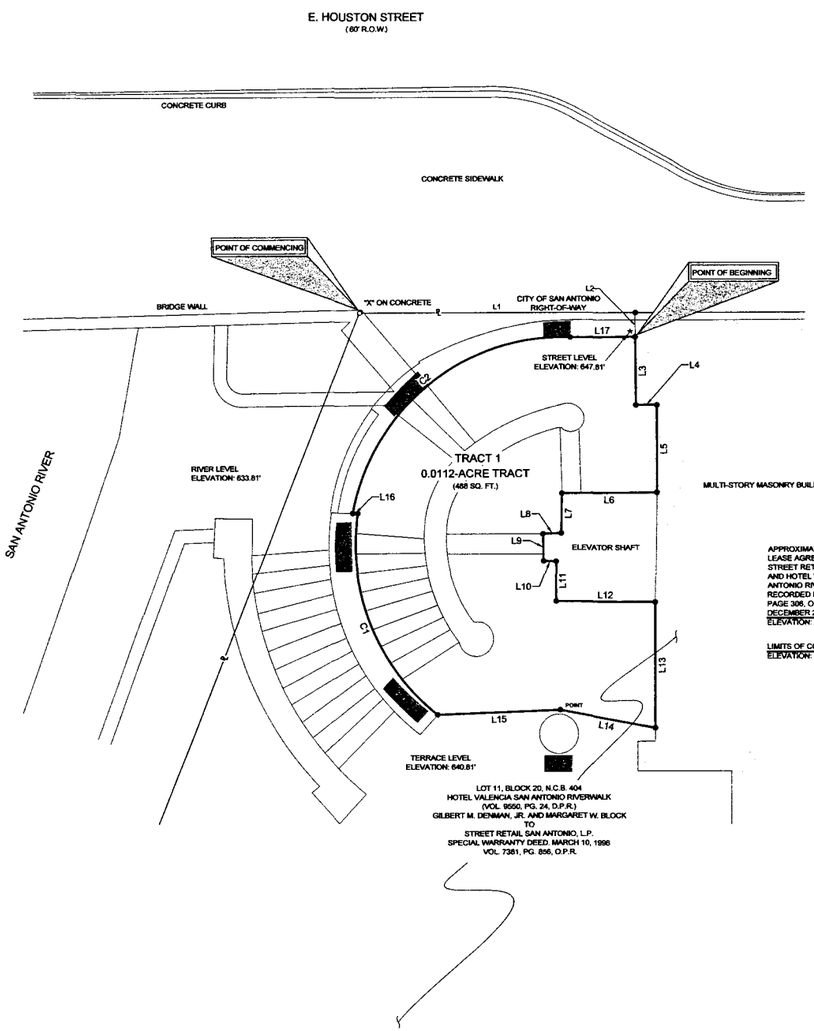
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

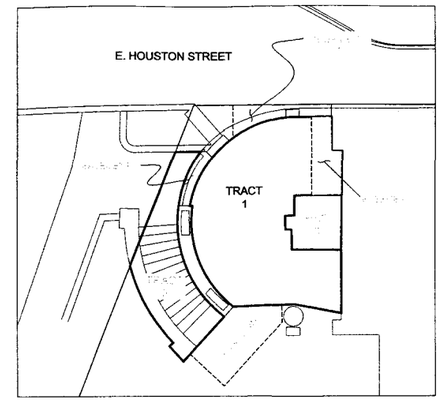
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'

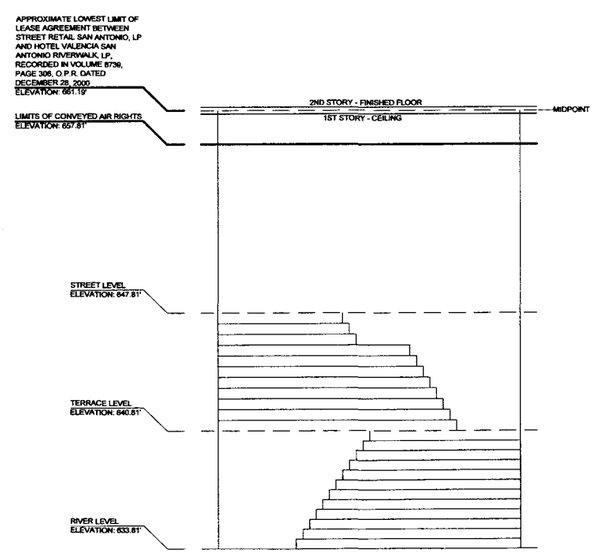


LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°58'02"E	20.60'
L2	S00°27'48"E	1.90'
L3	S00°27'48"E	5.64'
L4	N89°30'00"E	1.54'
L5	S00°00'00"E	6.48'
L6	S89°27'42"W	7.02'
L7	S01°02'04"W	2.98'
L8	S89°42'59"W	1.39'
L9	S01°30'31"E	2.01'
L10	S87°52'40"E	0.93'
L11	S89°49'04"E	2.90'
L12	S89°39'58"E	7.37'
L13	S00°00'20"W	9.30'
L14	N75°21'18"W	7.17'
L15	S87°48'41"W	9.19'
L16	N89°58'52"W	0.38'
L17	N88°32'14"E	4.78'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	16.88'	16.00'	60°21'59"	9.31'	N32°00'45"W	16.02'
C2	22.78'	16.00'	81°34'29"	13.90'	N51°38'45"E	20.90'



KEY MAP



ELEVATION DETAIL

LEGEND

- FIR. — FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- POINT ON FACE OF WALL/BUILDING CORNER/ELEVATOR SHAFT (UNLESS OTHERWISE NOTED)
- UTILITY POLE
- OU E — OVERHEAD UTILITY
- ELECTRIC TRANSFORMER
- HANDICAP SIGN (UNLESS OTHERWISE NOTED)
- WATER VALVE
- WATER METER
- WASTEWATER MANHOLE
- STORM WATER MANHOLE
- C.O. — CLEAN OUT
- LIGHT STANDARD
- ELECTRIC METER
- FIRE HYDRANT
- G,E,T,CA — GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
- R.O.W. — RIGHT-OF-WAY
- SQ.FT. — SQUARE FEET
- D.R. — DEED RECORD OF BEXAR COUNTY, TEXAS
- D.P.R. — DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- O.P.R. — OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- C.D.P. — CONCRETE DUMPSTER PAD
- N.T.S. — NOT TO SCALE
- ( ) — RECORD INFORMATION
- CHAIN LINK FENCE
- WIRE FENCE
- WROUGHT IRON FENCE
- D.I. — DRAIN INLET
- PIPE
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- ELECTRIC PULL BOX
- V.W. — VARIABLE WIDTH
- P.S. — PARKING SPACE
- AIR CONDITIONER PAD
- OA — OVERALL
- PROPERTY LINE
- ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 1

A 0.0112-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS — ROBERT M. ANGUIANO — 6347 — REGISTERED PROFESSIONAL LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

©2014

NO.	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED PARCEL, KEY MAP AND METES AND BOUNDS DESCRIPTION
2	01/13/15	ADDED PROFILE DATA
1	12/02/14	ADDED ELEVATIONS

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • PROJECT MGMT • SURVEY
Houston • Austin • Dallas • San Antonio • Fort Worth
Texas Registration No. F-439
TBPLS Firm Registration No. 10194100

LAND TITLE SURVEY OF A 0.0112-ACRE TRACT OUT OF LOT11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION IN SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE 1" = 5'

0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 1
0.0112-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0112-ACRE (488 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0112-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND RIGHT-OF-WAY, A DISTANCE OF 20.60 FEET TO A POINT;

THENCE S00°27'46"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11 AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, A DISTANCE OF 1.80 FEET TO THE **POINT OF BEGINNING** AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11 AND ALONG SAID FACE OF BUILDING WALL, THE FOLLOWING THREE (3) CALLS:

1) S00°27'46"E, A DISTANCE OF 5.04 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N90°00'00"E, A DISTANCE OF 1.54 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND
3) S00°00'00"E, A DISTANCE OF 6.49 FEET TO THE CORNER OF AN ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, ALONG SAID FACE OF ELEVATOR SHAFT, THE FOLLOWING SEVEN (7) CALLS:

1) S89°27'12"W, A DISTANCE OF 7.02 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) S01°02'04"W, A DISTANCE OF 2.96 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
3) S88°12'55"W, A DISTANCE OF 1.39 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
4) S01°20'37"E, A DISTANCE OF 2.01 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

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5) S87°52'40"E, A DISTANCE OF 0.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

6) S00°40'04"E, A DISTANCE OF 2.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

7) S89°33'53"E, A DISTANCE OF 7.31 FEET TO THE FACE OF AFOREMENTIONED BUILDING WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE S00°00'20"W, ALONG SAID FACE OF BUILDING WALL, A DISTANCE OF 9.30 FEET TO A POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N79°21'15"W, A DISTANCE OF 7.13 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

2) S87°48'41"W, A DISTANCE OF 9.19 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, AT A CORNER OF ROCK WALL, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

3) ALONG SAID CURVE TO THE RIGHT, ALONG THE EDGE OF SAID ROCK WALL, A DISTANCE OF 16.86 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°21'59", AND A CHORD BEARING AND DISTANCE OF N22°00'45"W, 16.09 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

4) N88°56'52"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.38 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) ALONG SAID CURVE TO THE RIGHT, DEPARTING SAID ROCK WALL, ALONG THE FACE OF ROCK COLUMNS, A DISTANCE OF 22.78 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 81°34'29", AND A CHORD BEARING AND DISTANCE OF N51°28'45"E, 20.90 FEET TO A CORNER OF ROCK COLUMN, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) N89°32'14"E, DEPARTING SAID ROCK COLUMN, A DISTANCE OF 4.78 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0112 OF AN ACRE (488 SQUARE FEET) OF LAND.

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

An accompanying survey plat of even date accompanies this description.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

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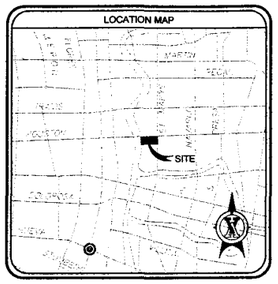
Exhibit B

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

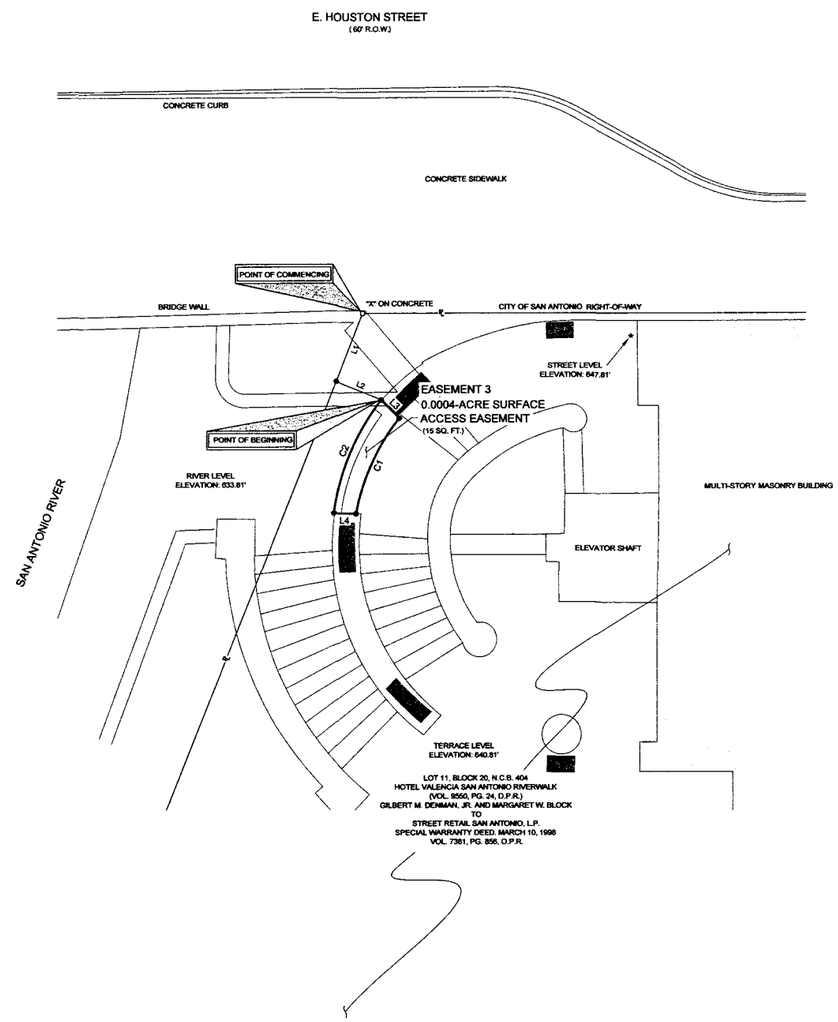
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS IS NOT A BOUNDARY SURVEY AND SHALL NOT BE USED FOR TRANSFER OF TITLE.

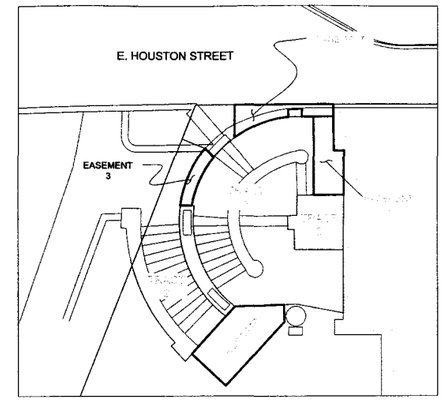
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°48'50"W	8.41'
L2	S66°11'10"E	3.57'
L3	S44°44'48"E	1.92'
L4	N68°36'32"W	1.89'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	7.88'	16.00'	28°13'46"	4.02'	S24°48'24"W	7.80'
C2	9.27'	17.50'	30°20'32"	4.75'	N23°14'48"E	9.16'



KEY MAP

LEGEND

FIR	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OHE	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
	ELEVATION REFERENCE POINT

STANDARD LAND SURVEY

FOR

EASEMENT 3

A 0.0004-ACRE SURFACE ACCESS EASEMENT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION 1 SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

© 2014

NO.	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED KEY MAP
2	12/02/14	ADDED ELEVATIONS
1		

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway, San Antonio, TX 78216
Telephone: (210) 494-0272
Texas Board of Professional Engineers Firm Registration No. F-00018-00

STANDARD LAND SURVEY OF A 0.0004-ACRE SURFACE ACCESS EASEMENT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET 1 OF 1

8/7/2013 11:48:19 PM | rangulano
R:\2543-001\Surveys\dgn_EM\100.dwg

DRAWN BY: R.M.A. APPROVED BY: – FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
EASEMENT 3
0.0004-ACRE SURFACE ACCESS EASEMENT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0004-ACRE (15 SQUARE FEET) SURFACE ACCESS EASEMENT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0004-ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE S21°48'50"W, DEPARTING SAID RIGHT-OF-WAY, ALONG THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, A DISTANCE OF 5.41 FEET TO A POINT;

THENCE S68°11'10"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11, A DISTANCE OF 3.67 FEET TO A CORNER OF ROCK WALL, FOR THE **POINT OF BEGINNING** AND NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11, THE FOLLOWING FOUR (4) CALLS:

1) S44°44'46"E, ALONG THE EDGE OF SAID ROCK WALL, A DISTANCE OF 1.92 FEET TO A CORNER OF ROCK WALL AT A NON-TANGENT POINT OF CURVATURE TO THE LEFT, FOR A CORNER OF THE HEREIN DESCRIBED EASEMENT,
2) ALONG SAID CURVE TO THE LEFT, DEPARTING SAID WALL, A DISTANCE OF 7.88 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 28°13'46", AND A CHORD BEARING AND DISTANCE OF S24°48'24"W, 7.80 FEET TO A CORNER OF ROCK WALL, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT,
3) N88°56'52"W, ALONG THE EDGE OF SAID ROCK WALL, A DISTANCE OF 1.69 FEET TO A CORNER OF ROCK WALL AT A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, AND
4) ALONG SAID CURVE TO THE RIGHT, DEPARTING SAID WALL, A DISTANCE OF 9.27 FEET, WITH A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF 30°20'32", AND A CHORD BEARING AND DISTANCE OF N23°14'46"E, 9.16 FEET RETURNING TO THE **POINT OF BEGINNIN**G AND CONTAINING 0.0004 OF AN ACRE (15 SQUARE FEET) OF EASEMENT.

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

An accompanying survey plat of even date accompanies this description.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

©2015 Vickrey & Associates, Inc.
12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

EXHIBIT B-4

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 License Number.

State of Texas §
§ **Know All By These Presents:**
County of Bexar §

Public Access Easement

Authorizing Ordinance:

Grantor: GrayStreet Houston – 150 E. Houston Street, LLC

Grantor's Address: c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

Grantee City of San Antonio

Grantee's Address: P.O. Box 839966
San Antonio, Texas 78283-3966
(Bexar County)

Purpose of Easement: A non-exclusive access easement for the benefit of the general public, the City of San Antonio and its licensees, lessees, invitees, employees, agents and contractors and for the purpose of conducting City business as needed to maintain and repair the Appurtenant Property, and for ingress to and egress from the Appurtenant Property and the Houston Street Right-of-Way by Grantee and the general public.

Appurtenant Property: 0.0112 acre tract, more or less, out of Lot 11, Block 20 N.C. 404, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9550, Page 24 of the Deed and Plat Records of Bexar County, Texas, the land being more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

Easement Property: 0.0008 acre, more or less, out of Lot 11, Block 20 N.C. 404, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9550, Page 24 of the Deed and Plat Records of Bexar County, Texas, the land being more particularly described on **Exhibit B**, which is incorporated by reference for all purposes as if fully set forth

Grantor grants, dedicates, and conveys to Grantee and to the public generally, for and in consideration of the benefits accruing to Grantor, to Grantor's other property, and to the public generally, a perpetual easement over, across, and upon the surface only of the Easement Property. This easement is appurtenant to the Appurtenant Property and runs with title to the Appurtenant Property. By its acceptance of the easement, the Grantee specifically acknowledges that the easement does not constitute a conveyance in fee of the Easement Property and Grantor reserves for Grantor's successors and assigns the right to use and enjoy the Easement Property for all purposes which do not interfere with Grantee's use of the Easement Property for the Purpose of Easement.

The easement may be used only for the Purpose of Easement stated above. Grantor covenants and for itself, its successors, and assigns, that no building or obstruction of any kind will be placed on the Easement Property herein granted.

Grantee has had full opportunity to examine the Easement Property and Grantee hereby waives any claim for damages that may arise out of the condition of the Easement Property. Grantee's taking possession of the Easement Property shall be conclusive evidence of Grantee's acceptance thereof and Grantee, as a material part of the consideration for this easement, hereby accepts the Easement Property "AS IS, WHERE IS, AND WITH ALL FAULTS" with any and all latent and patent defects. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement or other assertion with respect to the condition of the Easement Property but is relying on Grantee's examination of the Easement Property.

To Have and To Hold the above described easement and rights unto Grantee, its successors and assigns, until its use is terminated or abandoned.

Witness my hand, this _____ day of _____, 2015.

GRANTOR:

GRAYSTREET HOUSTON – 150 E. HOUSTON STREET,
LLC, a Texas limited liability company

By: GrayStreet Houston Management, LLC, its
managing member

By: Caliburn Capital, LLC, its sole member

By: _____

Name:_____

Title:_____

Date:_____

AGREED AND ACCEPTED:

GRANTEE:

CITY OF SAN ANTONIO, TEXAS
a Texas Municipal Corporation

By:_____

Name:_____, City Manager or Designee

Accepted under Ordinance:_____

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Caliburn Capital, LLC, the sole member of GrayStreet Houston Management, LLC, the managing member of GrayStreet Houston – 150 E. Houston Street, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, City Manager or Designee for and on behalf of the CITY SAN ANTONIO, TEXAS, a Texas home rule municipal corporation; he/she acknowledged to me that he/she is the duly authorized representative of the CITY OF SAN ANTONIO, TEXAS, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

GRANTOR'S ADDRESS:

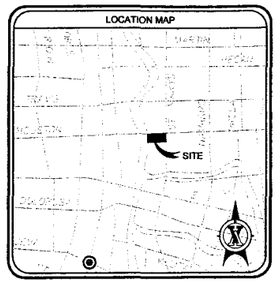
GrayStreet Houston – 150 E. Houston Street, LLC
c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

GRANTEE'S ADDRESS:

City of San Antonio
PO Box 839966
San Antonio, Texas 78283

Exhibit A

LOCATION MAP



GENERAL NOTES

(GN1) THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

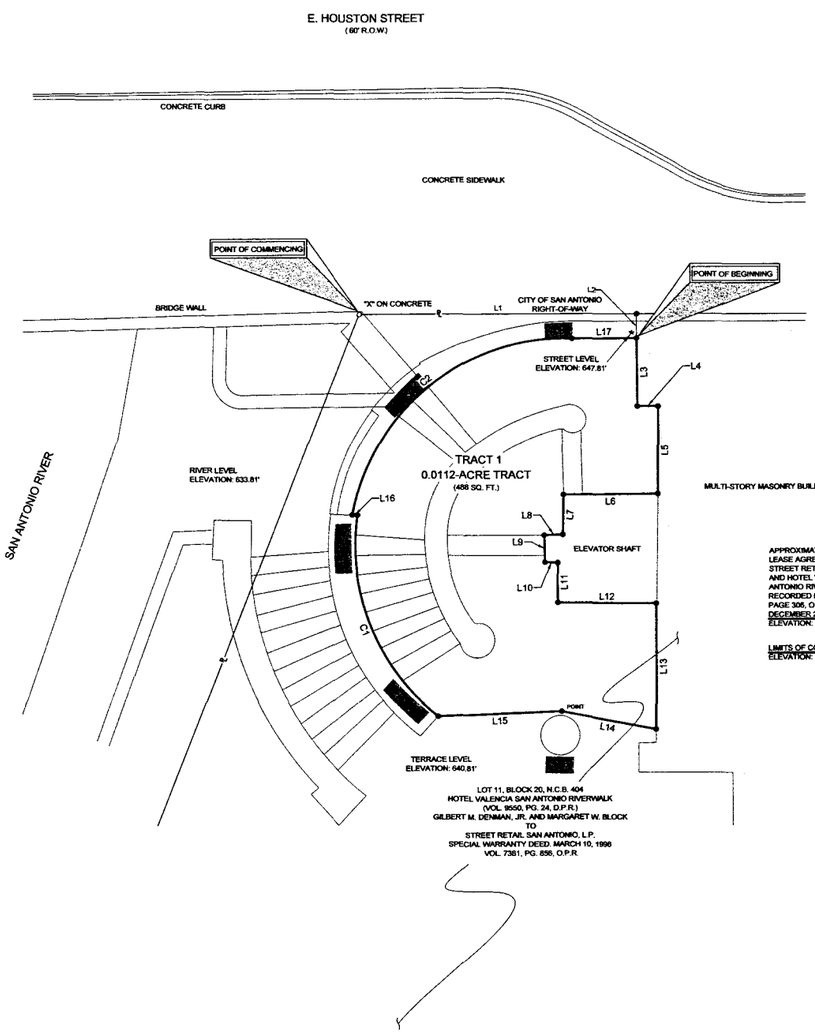
(GN2) THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

(GN3) BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

(GN4) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

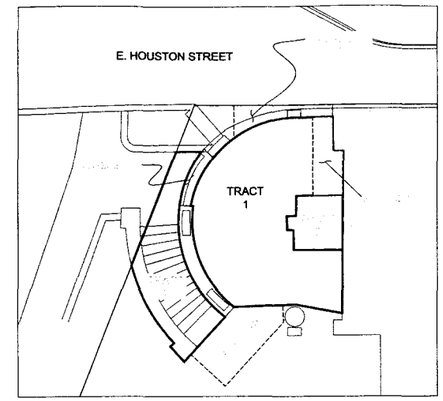
(GN5) A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

(GN6) THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'

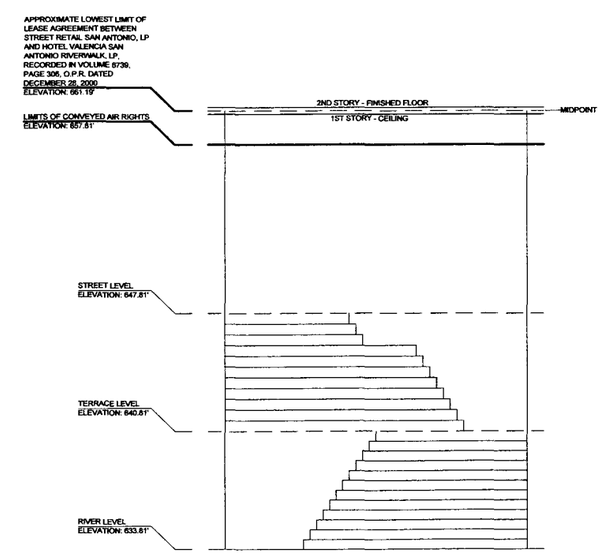


LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°56'02"E	20.60'
L2	S00°27'48"E	1.90'
L3	S00°27'48"E	5.64'
L4	N89°56'00"E	1.54'
L5	S00°00'00"E	6.48'
L6	S89°27'10"W	7.02'
L7	S01°32'04"W	2.98'
L8	S89°12'59"W	1.38'
L9	S01°30'23"E	2.01'
L10	S87°52'48"E	0.97'
L11	S00°49'04"E	2.90'
L12	S89°28'55"E	7.31'
L13	S00°00'20"W	9.30'
L14	N76°21'18"W	7.13'
L15	S87°46'41"W	9.19'
L16	N89°56'52"W	0.38'
L17	N89°32'14"E	4.78'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	16.88'	16.00'	60°21'09"	9.31'	N22°02'46"W	16.09'
C2	22.79'	16.00'	81°34'29"	13.80'	N51°28'46"E	20.90'



KEY MAP



ELEVATION DETAIL

LEGEND

- FIR — FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- POINT ON FACE OF WALL/BUILDING CORNER/ELEVATOR SHAFT (UNLESS OTHERWISE NOTED)
- UTILITY POLE
- OU E — OVERHEAD UTILITY
- ELECTRIC TRANSFORMER
- HANDICAP SIGN (UNLESS OTHERWISE NOTED)
- WATER VALVE
- WATER METER
- WASTEWATER MANHOLE
- STORM WATER MANHOLE
- C.O. — CLEAN OUT
- LIGHT STANDARD
- ELECTRIC METER
- FIRE HYDRANT
- G,E,T,CA — GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
- R.O.W. — RIGHT-OF-WAY
- SQ.FT. — SQUARE FEET
- D.R. — DEED RECORD OF BEXAR COUNTY, TEXAS
- D.P.R. — DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- O.P.R. — OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- C.D.P. — CONCRETE DUMPSTER PAD
- N.T.S. — NOT TO SCALE
- ( ) — RECORD INFORMATION
- CHAIN LINK FENCE
- WIRE FENCE
- WROUGHT IRON FENCE
- D.I. — DRAIN INLET
- PIPE
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- ELECTRIC PULL BOX
- V.W. — VARIABLE WIDTH
- P.S. — PARKING SPACE
- AIR CONDITIONER PAD
- OA — OVERALL
- PROPERTY LINE
- ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 1

A 0.0112-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS — ROBERT M. ANGUIANO — 6347 — REGISTERED PROFESSIONAL LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

©2014

REVISIONS		
NO.	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED PARCEL, KEY MAP AND METES AND BOUNDS DESCRIPTION
2	01/13/15	ADDED PROFILE DATA
1	12/02/14	ADDED ELEVATIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEYING
Lubbock: 806.797.1101 San Antonio: 210.271.9000
Houston: 281.558.8700 Austin: 512.335.3311
TBPE-Firm Registration No. F-1386 TBPLS-Firm Registration No. 10046100

LAND TITLE SURVEY OF A 0.0112-ACRE TRACT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION IN THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE 1" = 5'

0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 1
0.0112-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0112-ACRE (488 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0112-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND RIGHT-OF-WAY, A DISTANCE OF 20.60 FEET TO A POINT;

THENCE S00°27'46"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11 AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, A DISTANCE OF 1.80 FEET TO THE **POINT OF BEGINNING** AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11 AND ALONG SAID FACE OF BUILDING WALL, THE FOLLOWING THREE (3) CALLS:

1) S00°27'46"E, A DISTANCE OF 5.04 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N90°00'00"E, A DISTANCE OF 1.54 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND
3) S00°00'00"E, A DISTANCE OF 6.49 FEET TO THE CORNER OF AN ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, ALONG SAID FACE OF ELEVATOR SHAFT, THE FOLLOWING SEVEN (7) CALLS:

1) S89°27'12"W, A DISTANCE OF 7.02 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) S01°02'04"W, A DISTANCE OF 2.96 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
3) S88°12'55"W, A DISTANCE OF 1.39 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
4) S01°20'37"E, A DISTANCE OF 2.01 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

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5) S87°52'40"E, A DISTANCE OF 0.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

6) S00°40'04"E, A DISTANCE OF 2.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

7) S89°33'53"E, A DISTANCE OF 7.31 FEET TO THE FACE OF AFOREMENTIONED BUILDING WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE S00°00'20"W, ALONG SAID FACE OF BUILDING WALL, A DISTANCE OF 9.30 FEET TO A POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N79°21'15"W, A DISTANCE OF 7.13 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

2) S87°48'41"W, A DISTANCE OF 9.19 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, AT A CORNER OF ROCK WALL, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

3) ALONG SAID CURVE TO THE RIGHT, ALONG THE EDGE OF SAID ROCK WALL, A DISTANCE OF 16.86 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°21'59", AND A CHORD BEARING AND DISTANCE OF N22°00'45"W, 16.09 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

4) N88°56'52"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.38 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) ALONG SAID CURVE TO THE RIGHT, DEPARTING SAID ROCK WALL, ALONG THE FACE OF ROCK COLUMNS, A DISTANCE OF 22.78 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 81°34'29", AND A CHORD BEARING AND DISTANCE OF N51°28'45"E, 20.90 FEET TO A CORNER OF ROCK COLUMN, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) N89°32'14"E, DEPARTING SAID ROCK COLUMN, A DISTANCE OF 4.78 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0112 OF AN ACRE (488 SQUARE FEET) OF LAND.

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

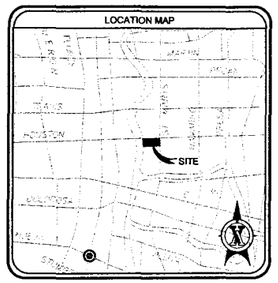
An accompanying survey plat of even date accompanies this description.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

©2015 Vickrey & Associates, Inc.

Exhibit B

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

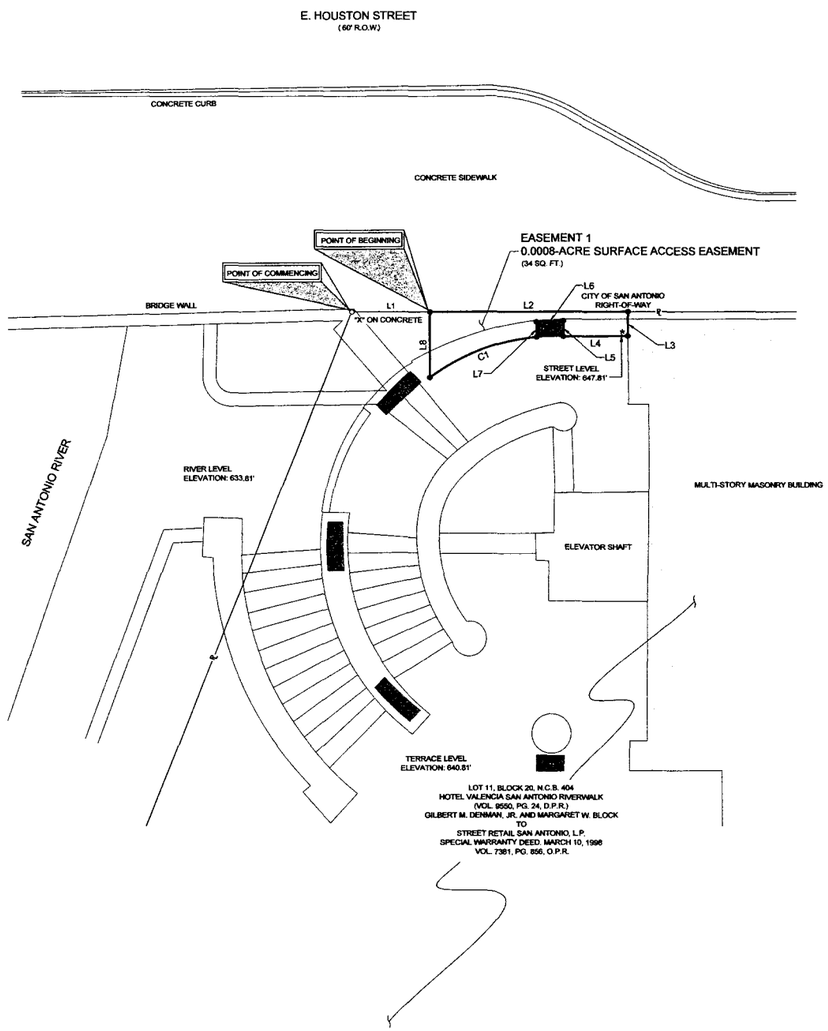
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS IS NOT A BOUNDARY SURVEY AND SHALL NOT BE USED FOR TRANSFER OF TITLE.

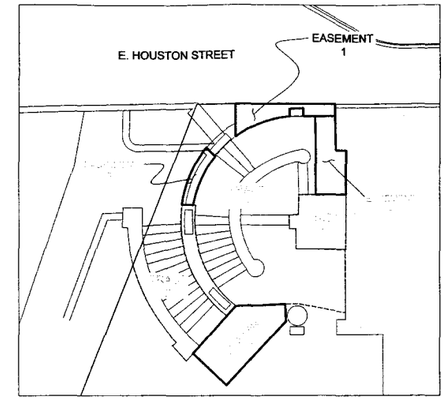
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'02"E	0.82'
L2	N89°39'02"E	14.78'
L3	S00°27'46"E	1.80'
L4	S89°32'14"W	4.78'
L5	N00°49'58"E	1.18'
L6	S07°44'46"W	2.02'
L7	S51°10'44"E	1.13'
L8	N00°03'58"W	4.84'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	8.49'	15.00'	31°70'10"	4.44'	S89°39'39"W	8.38'



KEY MAP

LEGEND

FIR	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
	ELEVATION REFERENCE POINT

STANDARD LAND SURVEY

FOR

EASEMENT 1

A 0.0008-ACRE SURFACE ACCESS EASEMENT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
ROBERT M. ANGUIANO
6347
REGISTERED
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

©2014

NO.	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED KEY MAP
2	12/02/14	ADDED ELEVATIONS
1		

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12535 Country Parkway, San Antonio, TX 78216
Telephone (210) 341-0771
TBPE F-1 Firm Registration No. 10013400

STANDARD LAND SURVEY OF A 0.0008-ACRE SURFACE ACCESS EASEMENT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET 1 OF 1

6/12/2013 12:08:52 PM | rangulano
R:\2543-001\Survey\dwg\SH_2.DWG

DRAWN BY: R.M.A. APPROVED BY: - FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
EASEMENT 1
0.0008-ACRE SURFACE ACCESS EASEMENT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0008-ACRE (34 SQUARE FEET) SURFACE ACCESS EASEMENT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0008-ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND E. HOUSTON STREET RIGHT-OF-WAY, A DISTANCE OF 5.82 FEET TO THE **POINT OF BEGINNING** AND NORTHWEST CORNER OF THE HEREIN DESCRIBE EASEMENT;

THENCE N89°56'02"E, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 14.78 FEET TO A POINT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11, THE FOLLOWING TWO (2) CALLS:

1) S00°27'46"E, AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, A DISTANCE OF 1.80 FEET TO A POINT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, AND
2) S89°32'14"W, DEPARTING SAID FACE OF BUILDING WALL, A DISTANCE OF 4.78 FEET TO A CORNER OF A ROCK COLUMN, FOR A CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11, ALONG THE FACE OF SAID ROCK COLUMN, THE FOLLOWING THREE (3) CALLS:

1) N00°49'56"E, A DISTANCE OF 1.16 FEET TO A CORNER OF ROCK COLUMN, FOR A CORNER OF THE HEREIN DESCRIBED EASEMENT,
2) S87°44'46"W, A DISTANCE OF 2.03 FEET TO A CORNER OF ROCK COLUMN, FOR A CORNER OF THE HEREIN DESCRIBED EASEMENT, AND
3) S01°10'44"E, A DISTANCE OF 1.13 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE LEFT, AT A CORNER OF ROCK COLUMN, FOR A CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11, THE FOLLOWING TWO (2) CALLS:

1) ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 8.66 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 31°00'19", AND A CHORD BEARING AND DISTANCE OF S69°38'36"W, 8.55 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED EASEMENT, AND

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12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

2) N00°03'58"W, A DISTANCE OF 4.84 RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0008 OF AN ACRE (34 SQUARE FEET) OF EASEMENT.

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

An accompanying survey plat of even date accompanies this description.

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

©2015 Vickrey & Associates, Inc.

EXHIBIT B-5

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 License Number.

State of Texas §
§ **Know All By These Presents:**
County of Bexar §

Public Access Easement

Authorizing Ordinance:

Grantor: GrayStreet Houston – 150 E. Houston Street, LLC

Grantor's Address: c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

Grantee City of San Antonio

Grantee's Address: P.O. Box 839966
San Antonio, Texas 78283-3966
(Bexar County)

Purpose of Easement: A non-exclusive access easement for the benefit of the general public, the City of San Antonio and its licensees, lessees, invitees, employees, agents and contractors and for the purpose of conducting City business as needed to maintain and repair the Appurtenant Property, and for ingress to and egress from the Appurtenant Property by Grantee and the general public.

Appurtenant Property: 0.0042 acre tract, more or less, out of Lot 11, Block 20 N.C. 404, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9550, Page 24 of the Deed and Plat Records of Bexar County, Texas, the land being more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

0.0112 acre tract, more or less, out of Lot 11, Block 20 N.C. 404, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9550, Page 24 of the Deed and Plat Records of Bexar County, Texas, the land being more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

Easement Property: 0.0020 acre tract, more or less, out of Lot 11, Block 20 N.C. 404, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume 9550, Page 24 of the Deed and Plat Records of Bexar County, Texas, the land being more particularly described on **Exhibit B**, which is incorporated herein by reference for all purposes as if it were fully set forth.

Grantor grants, dedicates, and conveys to Grantee and to the public generally, for and in consideration of the benefits accruing to Grantor, to Grantor's other property, and to the public generally, a perpetual easement over, across, and upon the surface only of the Easement Property. This easement is appurtenant to the Appurtenant Property and runs with title to the Appurtenant Property. By its acceptance of the easement, the Grantee specifically acknowledges that the easement does not constitute a conveyance in fee of the Easement Property and Grantor reserves for Grantor's successors and assigns the right to use and enjoy the Easement Property for all purposes which do not interfere with Grantee's use of the Easement Property for the Purpose of Easement.

The easement may be used only for the Purpose of Easement stated above. Grantor covenants and for itself, its successors, and assigns, that no building or obstruction of any kind will be placed on the Easement Property herein granted.

Grantee has had full opportunity to examine the Easement Property and Grantee hereby waives any claim for damages that may arise out of the condition of the Easement Property. Grantee's taking possession of the Easement Property shall be conclusive evidence of Grantee's acceptance thereof and Grantee, as a material part of the consideration for this easement, hereby accepts the Easement Property "AS IS, WHERE IS, AND WITH ALL FAULTS" with any and all latent and patent defects. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement or other assertion with respect to the condition of the Easement Property but is relying on Grantee's examination of the Easement Property.

To Have and To Hold the above described easement and rights unto Grantee, its successors and assigns, until its use is terminated or abandoned.

Witness my hand, this _____ day of _____, 2015.

GRANTOR:

GRAYSTREET HOUSTON – 150 E. HOUSTON STREET,
LLC, a Texas limited liability company

By: GrayStreet Houston Management, LLC, its
managing member

By: Caliburn Capital, LLC, its sole member

By: _____

Name:_____

Title:_____

Date:_____

AGREED AND ACCEPTED:

GRANTEE:

CITY OF SAN ANTONIO, TEXAS
A Texas Municipal Corporation

By:_____

Name:_____, City Manager or Designee

Accepted under Ordinance:_____

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Caliburn Capital, LLC, the sole member of GrayStreet Houston Management, LLC, the managing member of GrayStreet Houston – 150 E. Houston Street, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, City Manager or Designee for and on behalf of the CITY SAN ANTONIO, TEXAS, a Texas home rule municipal corporation; he/she acknowledged to me that he/she is the duly authorized representative of the CITY OF SAN ANTONIO, TEXAS, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

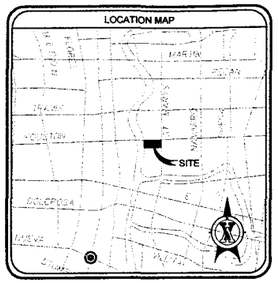
GRANTOR'S ADDRESS:

GrayStreet Houston – 150 E. Houston Street, LLC
c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

GRANTEE'S ADDRESS:

City of San Antonio
PO Box 839966
San Antonio, Texas 78283

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

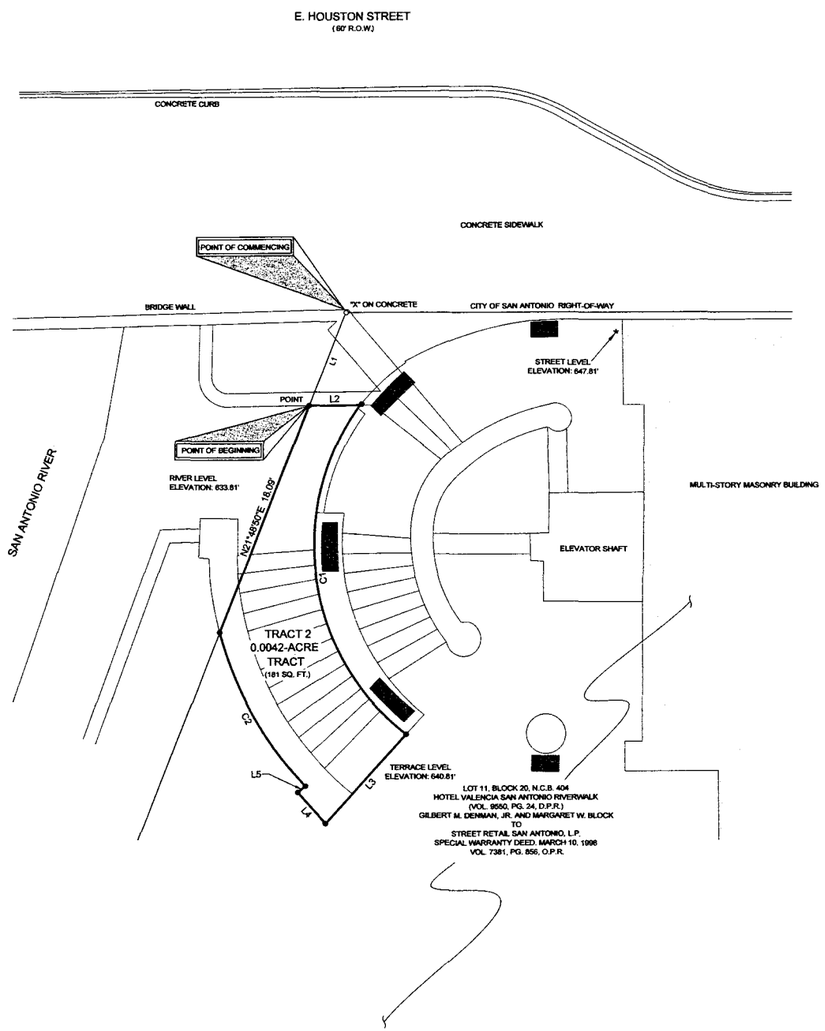
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

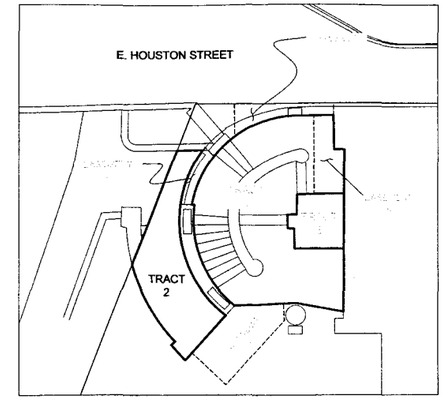
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'

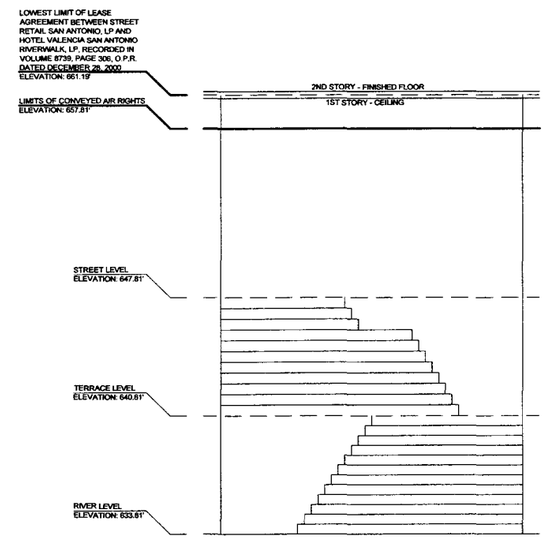


LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°48'50"W	7.41'
L2	N88°18'18"E	3.81'
L3	S42°49'00"W	8.93'
L4	N42°12'38"W	3.08'
L5	N89°54'43"E	0.79'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	27.32'	17.50'	89°26'46"	17.33'	S6°18'53"E	24.62'
C2	13.22'	26.00'	29°07'58"	6.76'	N22°23'51"W	13.08'



KEY MAP



ELEVATION DETAIL

LEGEND

	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
℄	PROPERTY LINE
*	ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 2

A 0.0042-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL
6347
LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

©2014

NO.	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED KEY MAP
2	01/13/15	ADDED PROFILE DATA
1	12/02/14	ADDED ELEVATIONS

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • LAND DEVELOPMENT • SURVEY
12940 Country Parkway, San Antonio, TX 78216
Telephone (210) 494-5271
TBPLS Firm Registration No. 10194100

LAND TITLE SURVEY OF A 0.0042-ACRE TRACT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION IN THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE 1" = 5'

0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. APPROVED BY: - FIELD CREW: J.B./R.R.

Exhibit A

METES AND BOUNDS DESCRIPTION
TRACT 2
0.0042-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0042-ACRE (181 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0042-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE S21°48'50"W, DEPARTING SAID RIGHT-OF-WAY, ALONG THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, A DISTANCE OF 7.41 FEET TO A POINT ON EDGE OF ROCK WALL, FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N89°18'18"E, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 3.81 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE LEFT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

2) ALONG SAID CURVE TO THE LEFT AND GENERALLY ALONG EDGE OF ROCK WALL, A DISTANCE OF 27.32 FEET, WITH A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF 89°26'49", AND A CHORD BEARING AND DISTANCE OF S08°08'54"E, 24.63 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

3) S42°40'00"W, DEPARTING SAID ROCK WALL, A DISTANCE OF 8.97 FEET TO A CORNER OF ROCK WALL, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

4) N42°12'33"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 3.08 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) N50°54'47"E, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.75 FEET TO A CORNER OF ROCK WALL AT A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) ALONG SAID CURVE TO THE RIGHT, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 13.22 FEET, WITH A RADIUS OF 26.00 FEET, A CENTRAL ANGLE OF 29°07'56", AND A CHORD BEARING AND DISTANCE OF N29°32'52"W, 13.08 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°48'50"E, DEPARTING SAID EDGE OF WALL, ALONG SAID COMMON LINE, A DISTANCE OF 18.09 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0042 OF AN ACRE (181 SQUARE FEET) OF LAND.

2015 Vickrey & Associates, Inc.
12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

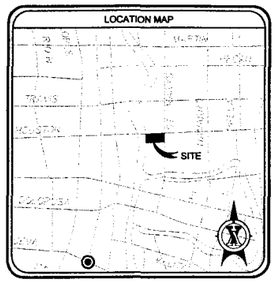
An accompanying survey plat of even date accompanies this description.

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

2015 Vickrey & Associates, Inc.

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

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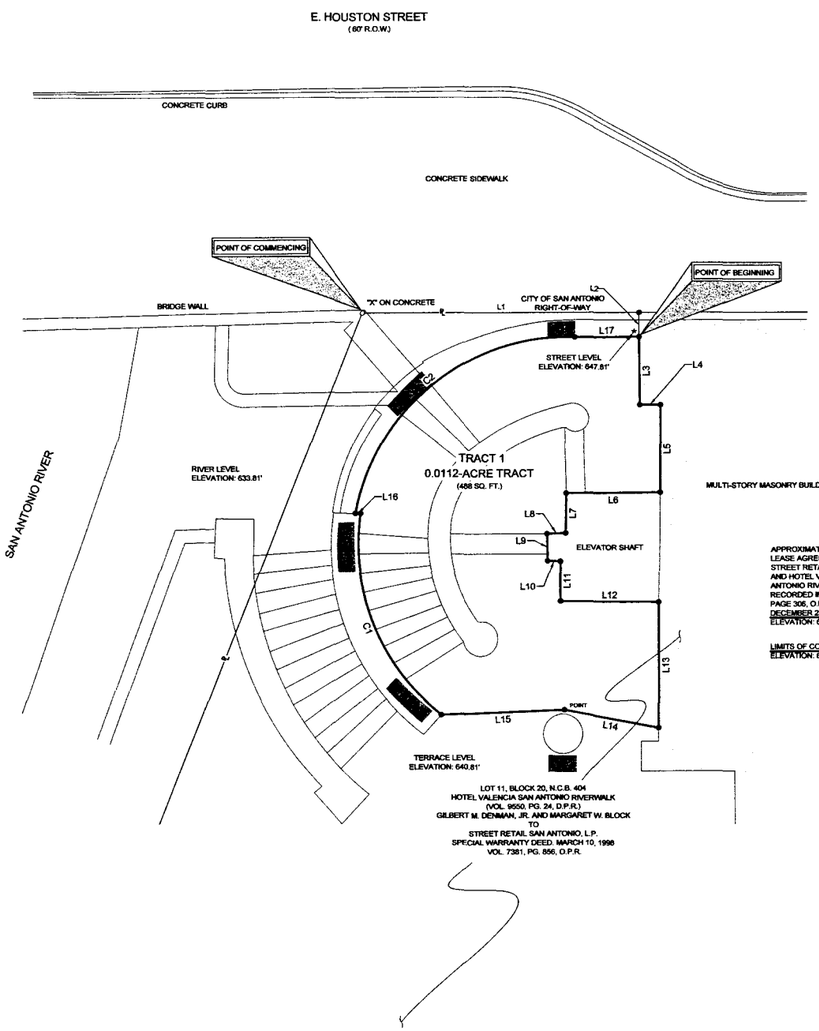
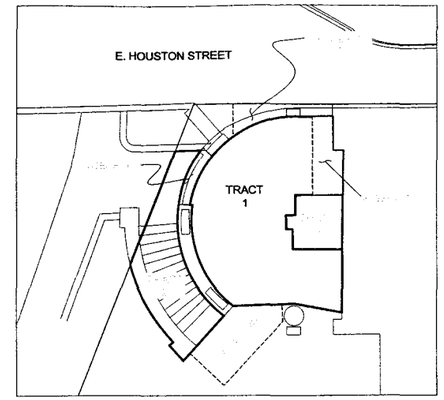
GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'

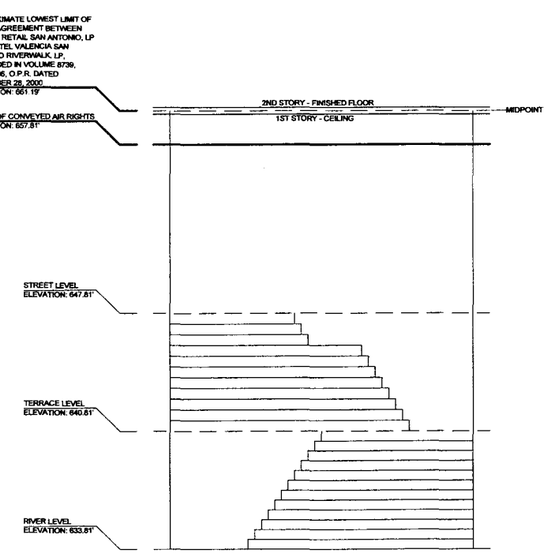


LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°38'02"E	20.60'
L2	S00°27'46"E	1.00'
L3	S00°27'46"E	5.04'
L4	N90°00'00"E	1.54'
L5	S00°00'00"E	6.40'
L6	S88°27'12"W	7.02'
L7	S01°32'04"W	2.98'
L8	S88°12'59"W	1.30'
L9	S01°29'23"E	2.01'
L10	S87°52'48"E	0.90'
L11	S00°49'04"E	2.90'
L12	S88°33'53"E	7.31'
L13	S00°00'30"W	9.30'
L14	N79°21'10"W	7.13'
L15	S87°48'41"W	9.19'
L16	N88°56'52"W	0.38'
L17	N88°32'14"E	4.78'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	16.88'	16.00'	60°31'08"	9.31'	N22°00'48"W	16.09'
C2	22.78'	16.00'	81°34'23"	13.80'	N51°28'49"E	20.90'



KEY MAP



ELEVATION DETAIL

LEGEND

FIR	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER/ELEVATOR SHAFT (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
WV	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
	ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 1

A 0.0112-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
ROBERT M. ANGUIANO
6347
REGISTERED PROFESSIONAL LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

© 2014

REVISIONS		
NO.	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED PARCEL, KEY MAP AND METES AND BOUNDS DESCRIPTION
2	01/13/15	ADDED PROFILE DATA
1	12/02/14	ADDED ELEVATIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEYING
Headquarters: 2122 Northwest Parkway, San Antonio, TX 78213
Tel. Number: (210) 366-5371
TBPE Firm Registration No. F-2188
TBPLS Firm Registration No. 10018100

LAND TITLE SURVEY OF A 0.0112-ACRE TRACT OUT OF LOT11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, D.P.R. OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE 1" = 5'

SHEET 1 OF 1

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 1
0.0112-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0112-ACRE (488 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0112-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND RIGHT-OF-WAY, A DISTANCE OF 20.60 FEET TO A POINT;

THENCE S00°27'46"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11 AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, A DISTANCE OF 1.80 FEET TO THE **POINT OF BEGINNING** AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11 AND ALONG SAID FACE OF BUILDING WALL, THE FOLLOWING THREE (3) CALLS:

1) S00°27'46"E, A DISTANCE OF 5.04 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N90°00'00"E, A DISTANCE OF 1.54 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND
3) S00°00'00"E, A DISTANCE OF 6.49 FEET TO THE CORNER OF AN ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, ALONG SAID FACE OF ELEVATOR SHAFT, THE FOLLOWING SEVEN (7) CALLS:

1) S89°27'12"W, A DISTANCE OF 7.02 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) S01°02'04"W, A DISTANCE OF 2.96 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
3) S88°12'55"W, A DISTANCE OF 1.39 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
4) S01°20'37"E, A DISTANCE OF 2.01 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

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5) S87°52'40"E, A DISTANCE OF 0.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

6) S00°40'04"E, A DISTANCE OF 2.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

7) S89°33'53"E, A DISTANCE OF 7.31 FEET TO THE FACE OF AFOREMENTIONED BUILDING WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE S00°00'20"W, ALONG SAID FACE OF BUILDING WALL, A DISTANCE OF 9.30 FEET TO A POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N79°21'15"W, A DISTANCE OF 7.13 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

2) S87°48'41"W, A DISTANCE OF 9.19 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, AT A CORNER OF ROCK WALL, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

3) ALONG SAID CURVE TO THE RIGHT, ALONG THE EDGE OF SAID ROCK WALL, A DISTANCE OF 16.86 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°21'59", AND A CHORD BEARING AND DISTANCE OF N22°00'45"W, 16.09 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

4) N88°56'52"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.38 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) ALONG SAID CURVE TO THE RIGHT, DEPARTING SAID ROCK WALL, ALONG THE FACE OF ROCK COLUMNS, A DISTANCE OF 22.78 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 81°34'29", AND A CHORD BEARING AND DISTANCE OF N51°28'45"E, 20.90 FEET TO A CORNER OF ROCK COLUMN, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) N89°32'14"E, DEPARTING SAID ROCK COLUMN, A DISTANCE OF 4.78 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0112 OF AN ACRE (488 SQUARE FEET) OF LAND.

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

An accompanying survey plat of even date accompanies this description.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

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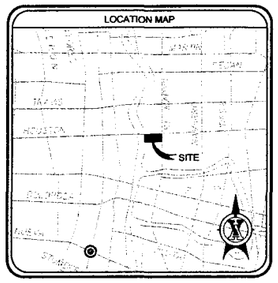
Exhibit B

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

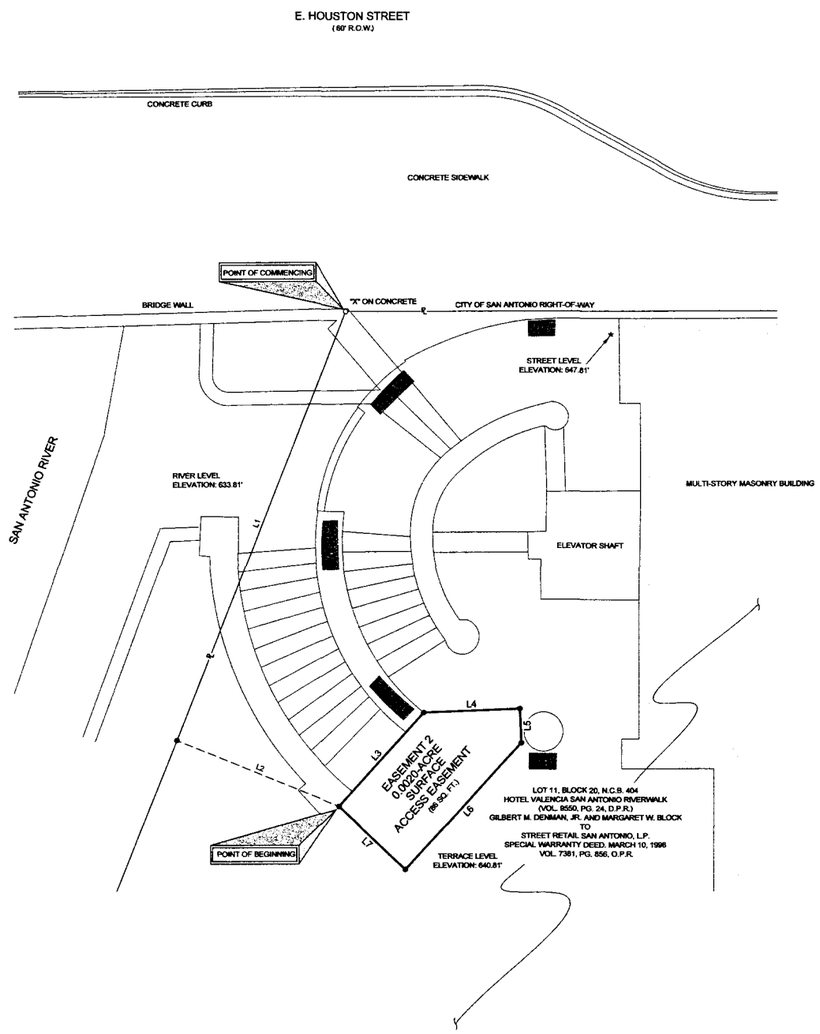
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

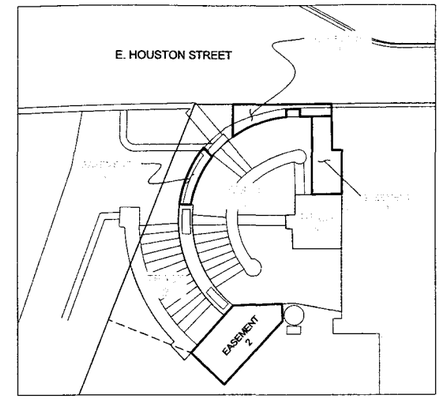
GN4 THIS IS NOT A BOUNDARY SURVEY AND SHALL NOT BE USED FOR TRANSFER OF TITLE.

GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°49'50"W	34.27'
L2	S66°11'10"E	13.18'
L3	N42°45'55"E	9.49'
L4	N67°45'41"E	7.30'
L5	S62°11'18"E	2.55'
L6	S43°00'39"W	12.86'
L7	N46°59'00"W	6.89'



KEY MAP

LEGEND

FB	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
	ELEVATION REFERENCE POINT

STANDARD LAND SURVEY

FOR

EASEMENT 2

A 0.0020-ACRE SURFACE ACCESS EASEMENT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

©2014

NO.	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED KEY MAP
2	12/02/14	ADDED ELEVATIONS

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
Geotechnical Testing Services Division, TX Reg. No.
Construction Materials Testing Division
TBPELS Firm Registration No. 10018100

STANDARD LAND SURVEY OF A 0.0020-ACRE SURFACE ACCESS EASEMENT OUT OF LOT11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. APPROVED BY: - FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
EASEMENT 2
0.0020-ACRE SURFACE ACCESS EASEMENT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0020-ACRE (86 SQUARE FEET) SURFACE ACCESS EASEMENT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0020-ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE S21°48'50"W, DEPARTING SAID RIGHT-OF-WAY, ALONG THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, A DISTANCE OF 34.27 FEET TO A POINT;

THENCE S68°11'10"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11, A DISTANCE OF 13.16 FEET TO A POINT ON EDGE OF ROCK WALL, FOR THE **POINT OF BEGINNING** AND MOST WESTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE N42°40'00"E, GENERALLY ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 9.46 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11, THE FOLLOWING FOUR (4) CALLS:

1) N87°48'41"E, A DISTANCE OF 7.30 FEET TO A POINT, FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT,
2) S02°11'19"E, A DISTANCE OF 2.53 FEET TO A POINT, FOR THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED EASEMENT,
3) S43°00'55"W, A DISTANCE OF 12.86 FEET TO A POINT, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, AND
4) N46°59'05"W, A DISTANCE OF 6.89 RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0020 ACRES (86 SQUARE FEET) OF EASEMENT.

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

An accompanying survey plat of even date accompanies this description.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO JR.
6347
PROFESSIONAL
LAND SURVEYOR

12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561
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EXHIBIT B-6

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 License Number.

AGREEMENT
And
NON-EXCLUSIVE EASEMENT

This Agreement and Non-Exclusive Easement (the "Agreement") is made and entered into as of the _____ day of _____, 2015 by and between the CITY OF SAN ANTONIO (the "City"), GRAYSTREET HOUSTON – 150 E. HOUSTON STREET, LLC, a Texas limited liability company ("GrayStreet Houston") and HOTEL VALENCIA SAN ANTONIO RIVERWALK, L.P., a Texas limited partnership ("Hotel Valencia").

Recitals

A. GrayStreet Houston and Hotel Valencia have conveyed to the City by Special Warranty Deed (the "Deed") dated even date herewith, the following, save and except certain "Air Rights" and the reservation of the subsurface as defined and described in said Deed, to wit: (i) certain real property adjacent to the Hotel Valencia – San Antonio (the "Hotel"), which includes the exterior elevator shaft (the "Exterior Elevator Shaft"), the exterior elevator lobbies (the "Exterior Elevator Lobbies") and the exterior stairwells (the "Exterior Stairwells") as more particularly described in **Exhibit "A"** attached hereto; and (ii) by Special Warranty Bill of Sale, the elevator equipment contained within the Exterior Elevator Shaft (the "Elevator") as more particularly described in **Exhibit "B"** attached hereto. The Exterior Elevator Lobbies are described as being a part of Tract 1 in **Exhibit "A"**. The Exterior Stairwells are described as being a part of Tract 1 and all of Tract 2 in **Exhibit "A"**. The Exterior Elevator Shaft is described as Tract 3 in **Exhibit "A"**.

B. The City, GrayStreet Houston and Hotel Valencia have agreed that GrayStreet Houston and Hotel Valencia and their licensees, lessees, occupants, invitees, employees, agents and contractors shall have (i) access to the Elevator and the Exterior Elevator Lobbies and (ii) a perpetual easement over and across the Exterior Elevator Shaft, the Exterior Elevator Lobbies, and the Exterior Stairwells all for the purposes set forth in this Agreement.

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. From and after the date of this Agreement, the City agrees to lock the Elevator to prevent access from the Elevator to the Hotel.

2. The City agrees to provide each of GrayStreet Houston and Hotel Valencia one or more keys or other mechanical or electronic devices, which will allow GrayStreet Houston and Hotel Valencia, together with their licensees, lessees, occupants, invitees, employees, agents and contractors, to gain access to the Elevator to and from the Hotel (i) for use in emergency situations, (ii) upon notice to the City's Downtown Operations Department and subject to the City's approval, not to be unreasonably withheld or denied (and provided that such approval shall be deemed granted by the City if the City fails to provide such approval or denial within 72 hours (not including weekends or City holidays) of the notice to City's Downtown Operations Department herein required), for use in the movement of furniture, fixtures, equipment and supplies, provided that Hotel Valencia will be solely responsible for damage caused by such use, and (iii) for such other use as may be required by law.

3. The City hereby grants GrayStreet Houston and Hotel Valencia a non-exclusive easement in perpetuity in the Elevator and the Exterior Elevator Shaft and over and across the Exterior Elevator Lobbies and the Exterior Stairwells for the access and use by GrayStreet Houston and Hotel Valencia and their respective licensees, lessees, occupants, invitees, employees, agents and contractors as specified in **Section 2**.

4. Subject to annual appropriations for repairs and maintenance of the easement property by the City, from and after the date of this Agreement, the City agrees to (i) repair and maintain the Elevator and the Exterior Elevator Shaft in accordance with the then current City standards for similarly situated elevators, and (ii) repair and maintain the Exterior Elevator Lobbies and the Exterior Stairwells in accordance with the then current City standards.

5. Any notice required under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, sent by facsimile, or delivered personally to an officer of the receiving party at the following address:

   If to the City:

   The City of San Antonio
   Downtown Operations
   P.O. Box 839966
   400 North Saint Mary's Street #100
   San Antonio, TX 78205

If to Hotel Valencia:

Hotel Valencia San Antonio Riverwalk, L.P.
Attn: Manager
150 E. Houston St.
San Antonio, Texas 78205

with a copy to:

Hotel Valencia San Antonio Riverwalk, L.P.
Attn: David Miller
4400 Post Oak Parkway
Suite 2800
Houston, Texas 77027

If to GrayStreet Houston:

GrayStreet Houston – 150 E. Houston Street, LLC
c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

with copy to :

Kruger Carson PLLC
3308 Broadway, Suite 305
San Antonio, TX 78209
Attention: Bradley S. Carson, Esq.

Any notice required under this agreement will be effective upon actual receipt during the recipient's normal businesses hours. Any change of address shall be sent in accordance with the above requirements at least fifteen (15) days in advance of any notice due.

6. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective successors, assigns, licensees and lessees of the parties hereto.

7. Each and all of the exhibits attached hereto are hereby incorporated into this Agreement by reference.

8. This Agreement shall be governed by the laws of the State of Texas.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

Dated as of the day and year first above stated.

GRAYSTREET HOUSTON:

GRAYSTREET HOUSTON – 150 E. HOUSTON STREET, LLC, a Texas limited liability company

By: GrayStreet Houston Management, LLC, its managing member

By: Caliburn Capital, LLC, its sole member

By: _____

Name: _____

Title: _____

HOTEL VALENCIA:

HOTEL VALENCIA SAN ANTONIO RIVERWALK, L.P., a Texas limited partnership, by its general partner, Hotel Valencia San Antonio Corporation, a Texas corporation

By: _____

Name: _____

Title: _____

CITY:

CITY OF SAN ANTONIO, A Texas Municipal Corporation

By:_____

Name:_____

Title:_____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Caliburn Capital, LLC, the sole member of GrayStreet Houston Management, LLC, the managing member of GrayStreet Houston – 150 E. Houston Street, LLC, a Texas limited liability company.

(Seal and Expiration Date)

_____
Notary Public

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Hotel Valencia San Antonio Corporation, a Texas corporation, on behalf of such corporation as the general partner of Hotel Valencia San Antonio Riverwalk, L.P., a Texas limited partnership.

(Seal and Expiration Date)

_____
Notary Public

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, City Manager or Designee for and on behalf of the CITY SAN ANTONIO, TEXAS, a Texas home rule municipal corporation; he/she acknowledged to me that he/she is the duly authorized representative of the City of SAN ANTONIO, Texas, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

(Seal and Expiration Date)

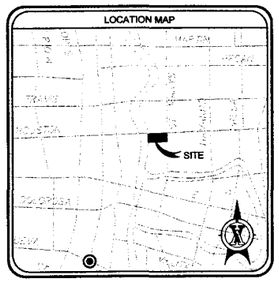
_____
Notary Public

EXHIBIT "A"

Tract 1, Tract 2 and Tract 3

TRACT 1

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

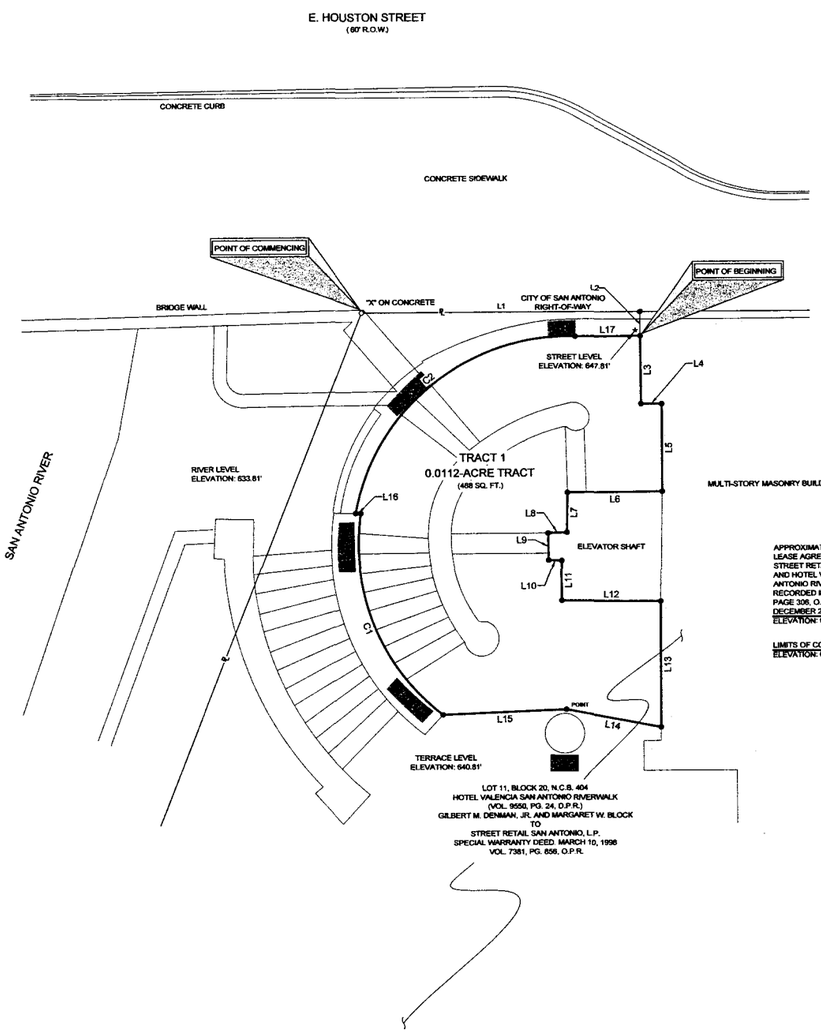
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

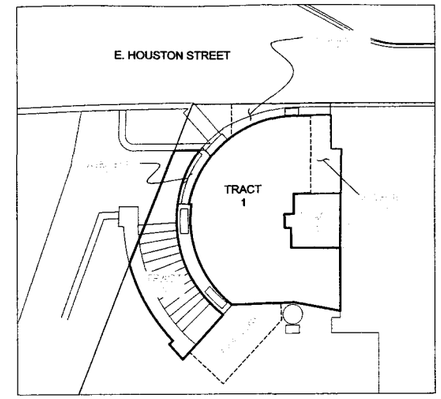
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTH-WEST CORNER OF THE HOTEL VALENCIA/ACENAR BULDING.
STREET LEVEL ELEVATION = 647.81'

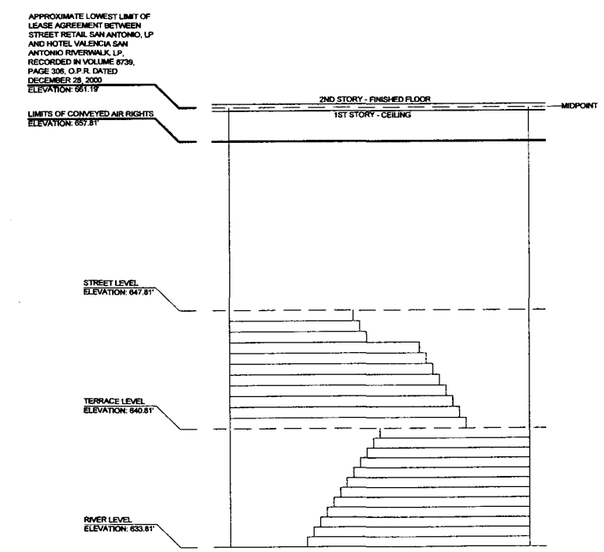


LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°38'02"E	20.80'
L2	S00°27'48"E	1.80'
L3	S00°27'48"E	5.04'
L4	N90°00'00"E	1.54'
L5	S00°00'00"E	6.46'
L6	S89°27'12"W	7.02'
L7	S01°32'04"W	2.98'
L8	S89°12'59"W	1.38'
L9	S01°30'33"E	2.01'
L10	S87°52'40"E	0.89'
L11	S00°40'04"E	2.99'
L12	S89°33'52"E	7.31'
L13	S00°00'30"W	9.30'
L14	N79°21'19"W	7.17'
L15	S87°46'41"W	9.19'
L16	N88°55'52"W	0.38'
L17	N89°32'14"E	4.78'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	16.88'	16.00'	60°21'58"	9.31'	N32°00'46"W	16.09'
C2	22.79'	15.00'	81°34'28"	13.99'	N51°29'46"E	20.90'



KEY MAP



ELEVATION DETAIL

LEGEND

- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- POINT ON FACE OF WALL/BUILDING CORNER/ELEVATOR SHAFT (UNLESS OTHERWISE NOTED)
- UTILITY POLE
- OU E — OVERHEAD UTILITY
- ELECTRIC TRANSFORMER
- HANDICAP SIGN (UNLESS OTHERWISE NOTED)
- WATER VALVE
- WATER METER
- WASTEWATER MANHOLE
- STORM WATER MANHOLE
- C.O. CLEAN OUT
- LIGHT STANDARD
- ELECTRIC METER
- FIRE HYDRANT
- G,E,T,CA GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
- R.O.W. RIGHT-OF-WAY
- SQ.FT. SQUARE FEET
- D,R. DEED RECORD OF BEXAR COUNTY, TEXAS
- D,P,R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- O,P,R. OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- C.D.P. CONCRETE DUMPSTER PAD
- N.T.S. NOT TO SCALE
- ( ) RECORD INFORMATION
- CHAIN LINK FENCE
- WIRE FENCE
- WROUGHT IRON FENCE
- D.I. DRAIN INLET
- PIPE
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- ELECTRIC PULL BOX
- V.W. VARIABLE WIDTH
- P.S. PARKING SPACE
- AIR CONDITIONER PAD
- OA OVERALL
- PROPERTY LINE
- ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 1

A 0.0112-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:
STREET RETAIL SAN ANTONIO, L.P.

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DATE	NO.	DESCRIPTION
02/16/15	4	REVISED ELEVATIONS
01/16/15	3	REVISED PARCEL, KEY MAP AND METES AND BOUNDS DESCRIPTION
01/13/15	2	ADDED PROFILE DATA
12/02/14	1	ADDED ELEVATIONS

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
Headquarters: 5635 Fredericksburg Road, San Antonio, Tx 78229
Telephone: (210) 349-9191
TBPE Firm Registration No. F-1086 / TBPLS Firm Registration No. 10018100

LAND TITLE SURVEY OF A 0.0112-ACRE TRACT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET	OF
1	1

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW J.S./R.R.

5/7/2015 12:43:53 PM | rsanchez
N:\2543-001-104\Dwg\2543-001-104 Survey.dwg

METES AND BOUNDS DESCRIPTION
TRACT 1
0.0112-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0112-ACRE (488 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0112-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND RIGHT-OF-WAY, A DISTANCE OF 20.60 FEET TO A POINT;

THENCE S00°27'46"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11 AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, A DISTANCE OF 1.80 FEET TO THE **POINT OF BEGINNING** AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11 AND ALONG SAID FACE OF BUILDING WALL, THE FOLLOWING THREE (3) CALLS:

1) S00°27'46"E, A DISTANCE OF 5.04 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N90°00'00"E, A DISTANCE OF 1.54 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND
3) S00°00'00"E, A DISTANCE OF 6.49 FEET TO THE CORNER OF AN ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, ALONG SAID FACE OF ELEVATOR SHAFT, THE FOLLOWING SEVEN (7) CALLS:

1) S89°27'12"W, A DISTANCE OF 7.02 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) S01°02'04"W, A DISTANCE OF 2.96 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
3) S88°12'55"W, A DISTANCE OF 1.39 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
4) S01°20'37"E, A DISTANCE OF 2.01 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

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5) S87°52'40"E, A DISTANCE OF 0.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

6) S00°40'04"E, A DISTANCE OF 2.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

7) S89°33'53"E, A DISTANCE OF 7.31 FEET TO THE FACE OF AFOREMENTIONED BUILDING WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE S00°00'20"W, ALONG SAID FACE OF BUILDING WALL, A DISTANCE OF 9.30 FEET TO A POINT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N79°21'15"W, A DISTANCE OF 7.13 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

2) S87°48'41"W, A DISTANCE OF 9.19 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, AT A CORNER OF ROCK WALL, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

3) ALONG SAID CURVE TO THE RIGHT, ALONG THE EDGE OF SAID ROCK WALL, A DISTANCE OF 16.86 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 60°21'59", AND A CHORD BEARING AND DISTANCE OF N22°00'45"W, 16.09 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

4) N88°56'52"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.38 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) ALONG SAID CURVE TO THE RIGHT, DEPARTING SAID ROCK WALL, ALONG THE FACE OF ROCK COLUMNS, A DISTANCE OF 22.78 FEET, WITH A RADIUS OF 16.00 FEET, A CENTRAL ANGLE OF 81°34'29", AND A CHORD BEARING AND DISTANCE OF N51°28'45"E, 20.90 FEET TO A CORNER OF ROCK COLUMN, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) N89°32'14"E, DEPARTING SAID ROCK COLUMN, A DISTANCE OF 4.78 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0112 OF AN ACRE (488 SQUARE FEET) OF LAND.

JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

An accompanying survey plat of even date accompanies this description.

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

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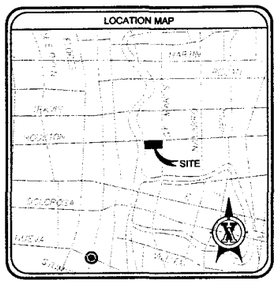
TRACT 2

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

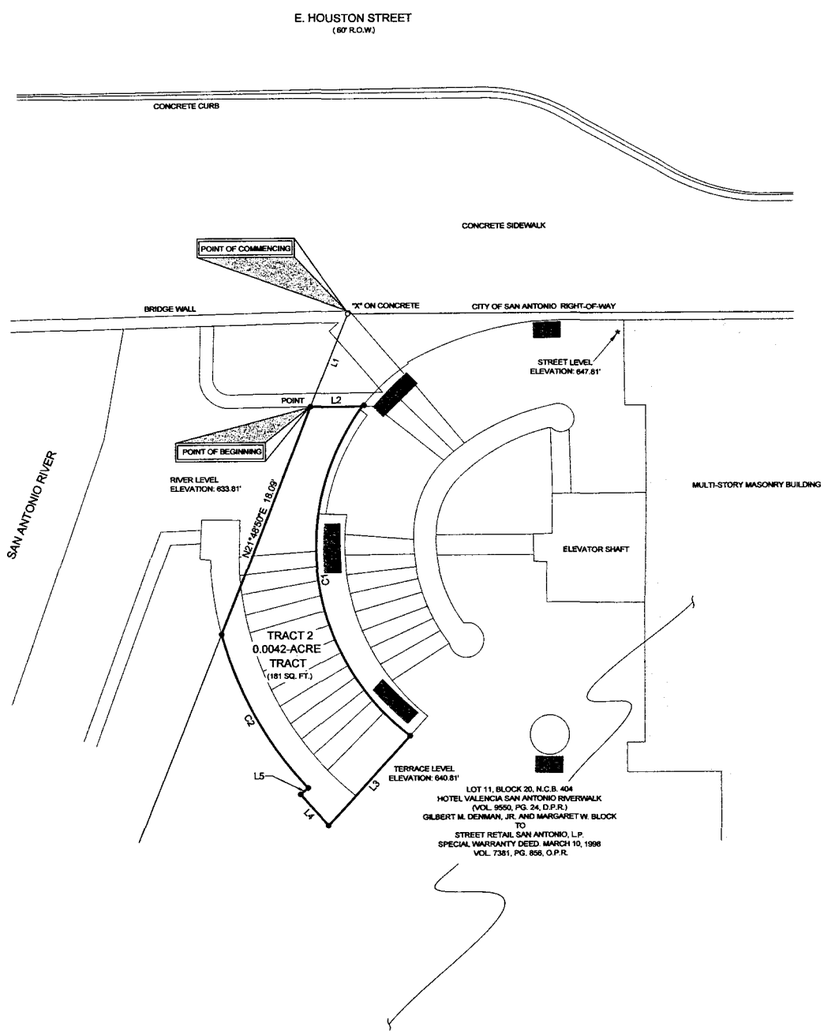
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

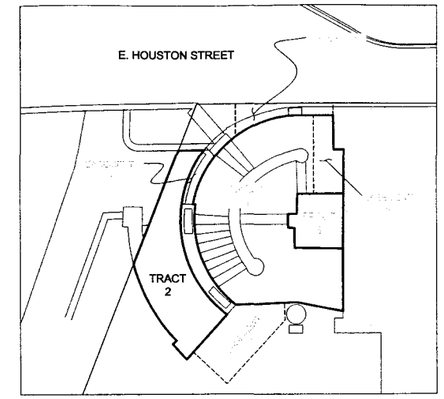
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'

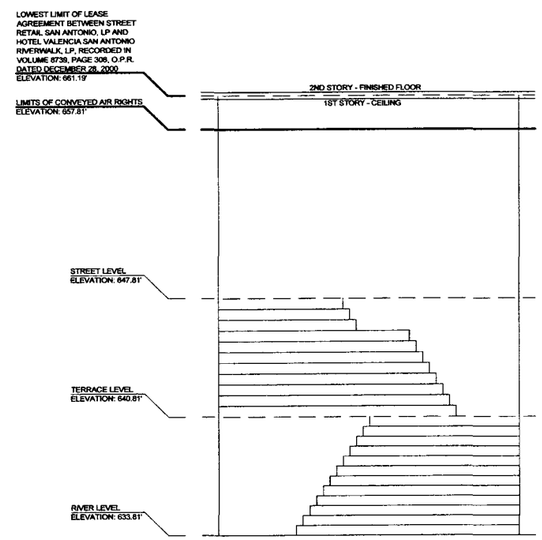


LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°46'50"W	7.41'
L2	N68°16'18"E	3.81'
L3	S42°40'06"W	8.93'
L4	N42°12'23"W	3.09'
L5	N50°54'47"E	0.70'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	27.32'	17.39'	89°28'48"	17.33'	S8°08'53"E	24.63'
C2	13.32'	26.00'	29°07'56"	6.79'	N29°32'51"W	13.08'



KEY MAP



ELEVATION DETAIL

LEGEND

	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
#	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
*	ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 2

A 0.0042-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
ROBERT M. ANGUIANO
6347
REGISTERED PROFESSIONAL LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

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NO.	DATE	DESCRIPTION
4	02/16/15	REVISED ELEVATIONS
3	01/16/15	REVISED KEY MAP
2	01/13/15	ADDED PROFILE DATA
1	12/02/14	ADDED ELEVATIONS

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • TRANSPORTATION • SURVEY
1244 Gardenia Parkway, San Antonio, TX 78216
Telephone (210) 494-6271
TBPE Firm Reg. Number F-1386 TBPLS Firm Reg. Number 10018300

LAND TITLE SURVEY OF A 0.0042-ACRE TRACT OUT OF LOT11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE 1" = 5'

0 2.5 5 7.5

SHEET 1 OF 1

METES AND BOUNDS DESCRIPTION
TRACT 2
0.0042-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0042-ACRE (181 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0042-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE S21°48'50"W, DEPARTING SAID RIGHT-OF-WAY, ALONG THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, A DISTANCE OF 7.41 FEET TO A POINT ON EDGE OF ROCK WALL, FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N89°18'18"E, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 3.81 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE LEFT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

2) ALONG SAID CURVE TO THE LEFT AND GENERALLY ALONG EDGE OF ROCK WALL, A DISTANCE OF 27.32 FEET, WITH A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF 89°26'49", AND A CHORD BEARING AND DISTANCE OF S08°08'54"E, 24.63 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

3) S42°40'00"W, DEPARTING SAID ROCK WALL, A DISTANCE OF 8.97 FEET TO A CORNER OF ROCK WALL, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

4) N42°12'33"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 3.08 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) N50°54'47"E, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.75 FEET TO A CORNER OF ROCK WALL AT A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) ALONG SAID CURVE TO THE RIGHT, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 13.22 FEET, WITH A RADIUS OF 26.00 FEET, A CENTRAL ANGLE OF 29°07'56", AND A CHORD BEARING AND DISTANCE OF N29°32'52"W, 13.08 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°48'50"E, DEPARTING SAID EDGE OF WALL, ALONG SAID COMMON LINE, A DISTANCE OF 18.09 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0042 OF AN ACRE (181 SQUARE FEET) OF LAND.

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JOB NO. 2543-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

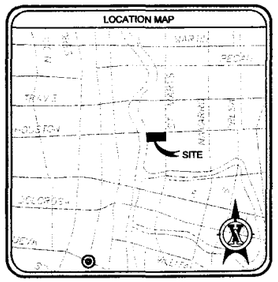
An accompanying survey plat of even date accompanies this description.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

2015 Vickrey & Associates, Inc.

TRACT 3

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

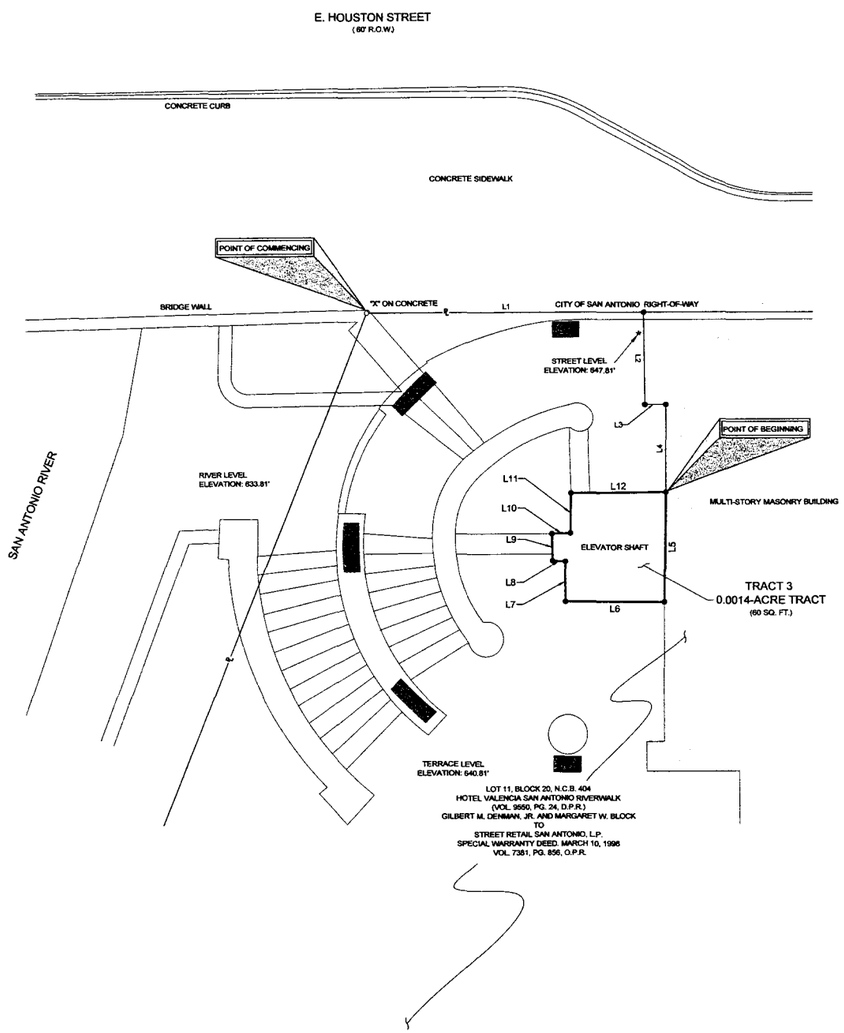
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

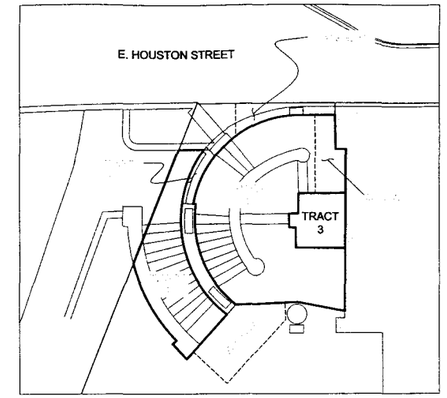
GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT

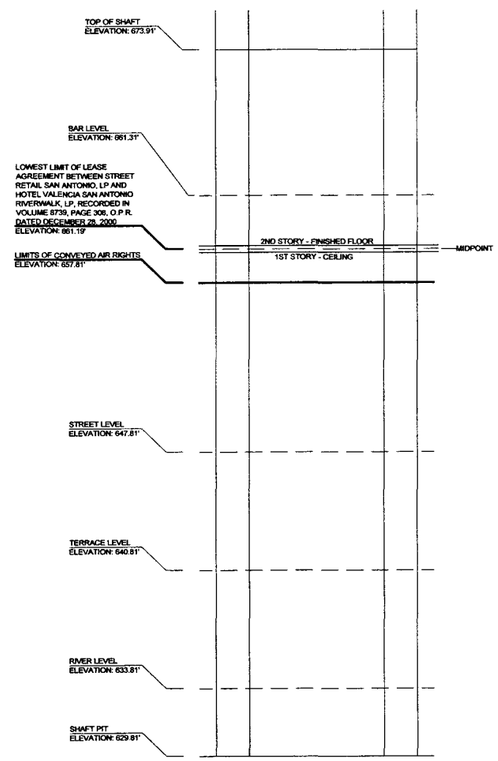
GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'02"E	20.80'
L2	S00°27'48"E	6.63'
L3	N90°00'00"E	1.54'
L4	S00°00'00"E	5.48'
L5	S00°48'42"W	6.12'
L6	N89°33'53"W	7.31'
L7	N00°40'04"W	2.86'
L8	N87°52'40"W	0.99'
L9	N01°20'37"W	2.01'
L10	N89°17'05"E	1.38'
L11	N01°52'04"E	2.86'
L12	N89°27'12"E	7.02'



KEY MAP



ELEVATOR SHAFT DETAIL

LEGEND

FIR	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHURWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
	ELEVATION REFERENCE POINT

CAT.1A COND. I LAND TITLE SURVEY

FOR

TRACT 3

A 0.0014-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:
STREET RETAIL SAN ANTONIO, L.P.

© 2014

NO	DATE	REVISIONS
3	02/16/15	REVISED ELEVATIONS
2	01/16/15	REVISED PARCEL, KEY MAP AND METES AND BOUNDS DESCRIPTION
1	12/02/14	ADDED ELEVATIONS, ELEVATOR SHAFT DETAIL. REVISED METES AND BOUNDS DESCRIPTION

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • HYDROLOGY/ENVIRONMENTAL • SURVEY
12940 Country Lakeway, San Antonio, TX 78216
Telephone (210) 341 1271
TBPE Firm Registration No. F-1004100

LAND TITLE SURVEY OF A 0.0014-ACRE TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 3
0.0014-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0014-ACRE (60 SQUARE FEET) TRACT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0014-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND RIGHT-OF-WAY, A DISTANCE OF 20.60 FEET TO A POINT;

THENCE DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11 AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, THE FOLLOWING THREE (3) CALLS:

1) S00°27'46"E, A DISTANCE OF 6.83 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N90°00'00"E, A DISTANCE OF 1.54 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND
3) S00°00'00"E, A DISTANCE OF 6.49 FEET TO THE **POINT OF BEGINNING,** AT A CORNER OF AN ELEVATOR SHAFT, AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, ALONG SAID FACE OF ELEVATOR SHAFT, THE FOLLOWING EIGHT (8) CALLS:

1) S00°46'40"W, A DISTANCE OF 8.12 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N89°33'53"W, A DISTANCE OF 7.31 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
3) N00°40'04"W, A DISTANCE OF 2.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
4) N87°52'40"W, A DISTANCE OF 0.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
5) N01°20'37"W, A DISTANCE OF 2.01 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
6) N88°12'55"E, A DISTANCE OF 1.39 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

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7) N01°02'04"E, A DISTANCE OF 2.96 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

8) N89°27'12"E, A DISTANCE OF 7.02 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0014 OF AN ACRE (60 SQUARE FEET) OF LAND.

JOB NO. 2543-001-104
JANUARY 16, 201S
REVISED FEBRUARY 16, 201S

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

An accompanying survey plat of even date accompanies this description.

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

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EXHIBIT "B"

Otis Hydraulic Cab Model No. 211, Serial No. 950212

EXHIBIT B-7

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 License Number.

AGREEMENT
And
NON-EXCLUSIVE EASEMENT
(Elevator Hydraulic Room)

This Agreement and Non-Exclusive Easement (the "Agreement") is made and entered into as of the _____ day of _____, 2015 by and between the CITY OF SAN ANTONIO (the "City"), GRAYSTREET HOUSTON – 150 E. HOUSTON STREET, LLC, a Texas limited liability company ("GrayStreet Houston") and HOTEL VALENCIA SAN ANTONIO RIVERWALK, L.P., a Texas limited partnership ("Hotel Valencia").

Recitals

A. GrayStreet Houston and Hotel Valencia have conveyed to the City by Special Warranty Deed (the "Deed") dated even date herewith, the following, save and except certain "Air Rights" and the reservation of the subsurface as defined and described in said Deed, to wit: certain real property adjacent to the Hotel Valencia – San Antonio (the "Hotel"), which includes the exterior elevator shaft (the "Exterior Elevator Shaft"), the exterior elevator lobbies (the "Exterior Elevator Lobbies") and the exterior stairwells (the "Exterior Stairwells") as more particularly described in **Exhibit "A"** attached hereto; and by Special Warranty Bill of Sale, the elevator equipment contained within the Exterior Elevator Shaft (the "Elevator") as more particularly described in **Exhibit "B"** attached hereto. The Exterior Elevator Lobbies are described as being a part of Tract 1 in **Exhibit "A"**. The Exterior Stairwells are described as being a part of Tract 1 and all of Tract 2 in **Exhibit "A"**. The Exterior Elevator Shaft is described as Tract 3 in **Exhibit "A"**.

B. GrayStreet Houston and Hotel Valencia have agreed to grant a non-exclusive perpetual easement to the City to access the Elevator Hydraulic Room. Whereas as used herein the "Elevator Hydraulic Room" means an 89 sq. ft. room that contains a Hydraulic Unit, an Air Conditioning Unit (the "AC") and various utilities to power the Hydraulic Unit and AC and as more particularly described in **Exhibit "C"** located below horizontal planes at the elevation of 660.61 feet as shown on **Exhibit "C"** (the benchmark datum for the forgoing elevations is based on the "Street Level Elevation = 647.81 feet" as shown on **Exhibit "C"**).

C. GrayStreet Houston, Hotel Valencia, and the City have agreed the City and their licensees, lessees, occupants, invitees, employees, agents and contractors shall have (i) access to the Elevator Hydraulic Room and (ii) a perpetual non-exclusive easement over and across the Elevator Hydraulic Room all for the purposes set forth in this Agreement.

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GrayStreet Houston and Hotel Valencia agree to provide the City two keys, which will allow the City, together with their licensees, lessees, invitees, employees, agents and contractors, to gain access to the Elevator Hydraulic Room to and from the City's property for the operation, use, repair, maintenance, replacement and reconstruction of the existing elevator hydraulic systems, air conditioning unit, and equipment contained within the hydraulic room and associated with the operation of the Elevator.

2. GrayStreet Houston and Hotel Valencia agree to allow the City reasonable access for the operation, use, repair, maintenance, replacement, and reconstruction to any pipes, wires, and utility facilities (including but not limited to plumbing, electrical, telephone, water, heating, ventilating, air conditioning, cooling, gas, heating, hydraulic, and communication cables) and all other facilities serving or intended to serve the Elevator Hydraulic Room and the Elevator.

3. GrayStreet Houston and Hotel Valencia expressly reserves a nonexclusive right for itself and its tenants to use and access of the Elevator Hydraulic Room for the operation and maintenance of the building adjacent to the Elevator Hydraulic Room, including the operation, maintenance, and monitoring of any fire detection and or sprinkler system or portion thereof located within the Elevator Hydraulic Room.

4. GrayStreet Houston and Hotel Valencia hereby grants the City a non-exclusive easement in perpetuity in the Elevator Hydraulic Room for the access and use by the City and their respective licensees, lessees, invitees, employees, agents and contractors as specified in **Section 1 and 2 above,** provided that the City will be solely responsible for damage caused by such use.

5. GrayStreet Houston, from and after the date of this Agreement and Hotel Valencia, so long as Hotel Valencia is the Managing Entity under that certain Declaration for Hotel Valencia--San Antonio recorded in Volume 8590, Page 166 of the Real Property Records of Bexar County, Texas as amended (the "Declaration") as such term is defined in the Declaration and subject and pursuant to the Declaration, agree to repair, replace, and maintain the Elevator Hydraulic Room structure, including but not limited to, the floor, ceiling, and walls thereof.

6. GrayStreet Houston, from and after the date of this Agreement and Hotel Valencia, so long as Hotel Valencia is the Managing Entity under the Declaration and subject and pursuant to the Declaration, agree to maintain, replace, repair, and monitor the fire detection and sprinkler system servicing the Elevator Hydraulic Room. GrayStreet Houston and, Hotel Valencia while a tenant of the Hotel, agree to provide the City with reasonable notice in the event a fire caused by the Elevator or the Hydraulic Unit or AC Unit in the Elevator Hydraulic Room.

7. The City will pay the pro rata share of the electricity cost for the Elevator Hydraulic Room and the Elevator which pro rata share shall be calculated as a fraction the numerator of which shall be 149 and the denominator of which shall be the number of square feet of the space which includes the Elevator Hydraulic Room (the "Applicable Building Space") then covered by the electricity billing for electricity cost multiplied by the annual electricity cost for the Applicable Building Space. The City shall pay such pro rata share of the electricity cost for the Elevator Hydraulic Room and the Elevator to the party that has paid for the same on an annual basis and within thirty (30) days of receipt of an invoice by the City. Such invoices shall contain copies of the monthly electricity costs received for the Applicable Building Space. The parties hereto acknowledge that the Applicable Building Space currently contains 165,961 sq. ft. and that it is estimated that the pro rata share of electricity costs for the Elevator Hydraulic Room for 2014 would be less than $300.00.

8. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective successors, assigns, licensees and lessees of the parties hereto.

9. Each and all of the exhibits attached hereto are hereby incorporated into this Agreement by reference.

10. This Agreement shall be governed by the laws of the State of Texas.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

13. Any notice required under this agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, sent by facsimile, or delivered personally to an officer of the receiving Party at the following address:

If to the City:

The City of San Antonio
Downtown Operations
P.O. Box 839966
400 North Saint Mary's Street #100
San Antonio, TX 78205

If to Hotel Valencia:

Hotel Valencia San Antonio Riverwalk, L.P.
Attn: Manager
150 E. Houston St.
San Antonio, Texas 78205

with a copy to:

Hotel Valencia San Antonio Riverwalk, L.P.
Attn: David Miller
Five Post Oak Parkway
Suite 2800
Houston, Texas 77027

If to GrayStreet Houston:

GrayStreet Houston – 150 E. Houston Street, LLC
c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

with copy to :

Kruger Carson PLLC
3308 Broadway, Suite 305
San Antonio, TX 78209
Attention: Bradley S. Carson, Esq.

Any notice required under this agreement will be effective upon actual receipt during the recipient's normal businesses hours. Any change of address shall be sent in accordance with the above requirements at least fifteen (15) days in advance of any notice due.

Dated as of the day and year first above stated.

GRAYSTREET:

GRAYSTREET HOUSTON – 150 E. HOUSTON STREET, LLC, a Texas limited liability company

By: GrayStreet Houston Management, LLC, its managing member

By: Caliburn Capital, LLC, its sole member

By: _____

Name: _____

Title: _____

HOTEL VALENCIA:

HOTEL VALENCIA SAN ANTONIO RIVERWALK, L.P., a Texas limited partnership, by its general partner, Hotel Valencia San Antonio Corporation, a Texas corporation

By: _____

Name: _____

Title: _____

CITY:

CITY OF SAN ANTONIO, a Texas Municipal Corporation

By: _____

Name: _____

Title: _____

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Caliburn Capital, LLC, the sole member of GrayStreet Houston Management, LLC, the managing member of GrayStreet Houston – 150 E. Houston Street, LLC, a Texas limited liability company.

(Seal and Expiration Date)

_____
Notary Public

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Hotel Valencia San Antonio Corporation, a Texas corporation, on behalf of such corporation as the general partner of Hotel Valencia San Antonio Riverwalk, L.P., a Texas limited partnership.

(Seal and Expiration Date)

_____
Notary Public

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, City Manager or Designee for and on behalf of the CITY SAN ANTONIO, TEXAS, a Texas home rule municipal corporation; he/she acknowledged to me that he/she is the duly authorized representative of the City of SAN ANTONIO, Texas, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

(Seal and Expiration Date)

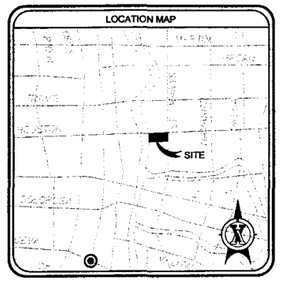
_____
Notary Public

EXHIBIT "A"

Tract 1, Tract 2 and Tract 3

TRACT 1

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

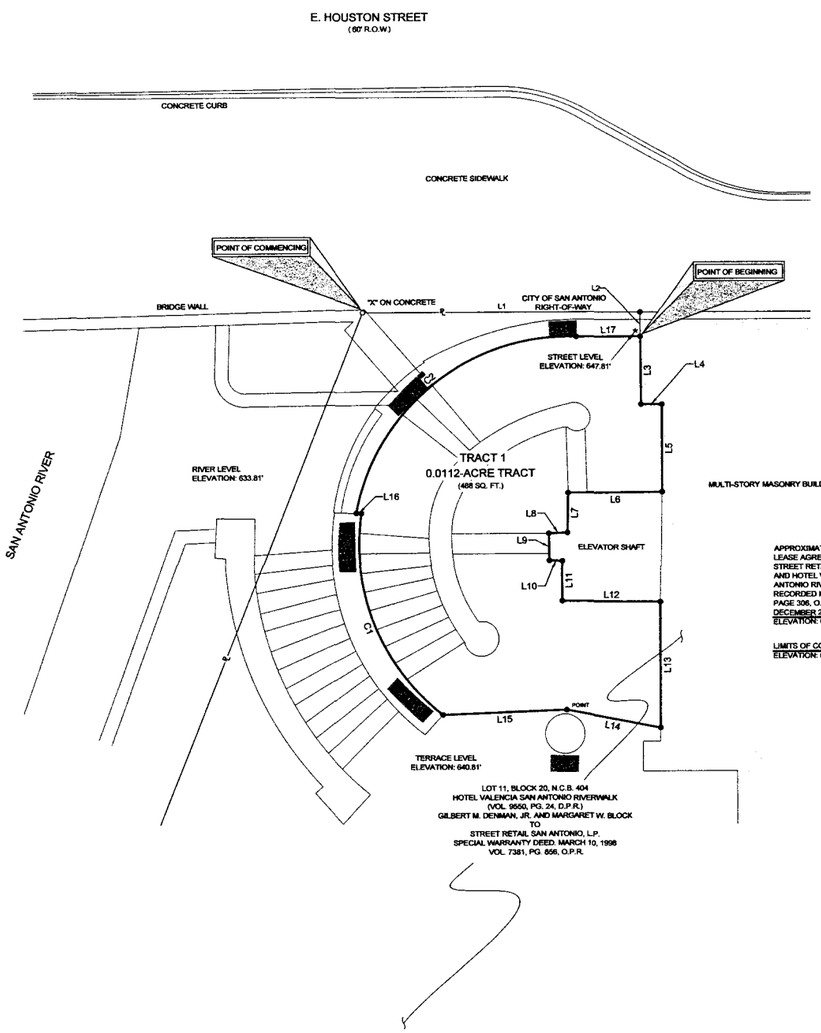
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

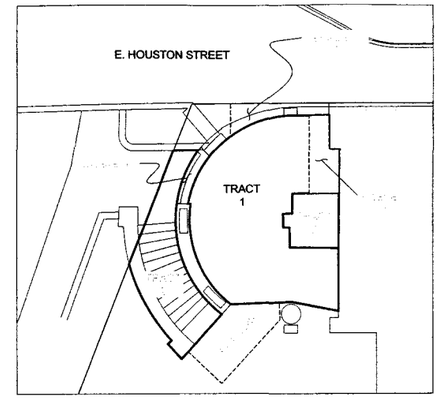
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'

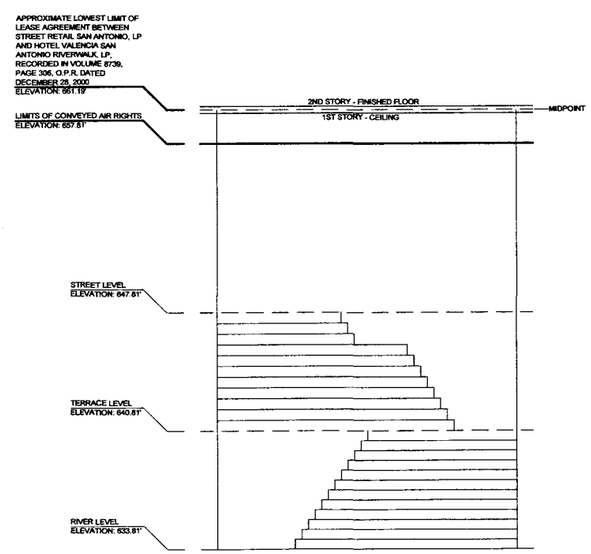


LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°58'02"E	20.60'
L2	S00°27'48"E	1.00'
L3	S00°27'48"E	3.04'
L4	N90°00'00"E	1.54'
L5	S00°00'00"E	6.48'
L6	S89°27'12"W	7.02'
L7	S01°02'04"W	2.98'
L8	S89°12'59"W	1.30'
L9	S01°20'37"E	2.01'
L10	S87°52'40"E	0.99'
L11	S89°40'04"E	2.99'
L12	S89°23'53"E	7.31'
L13	S00°00'20"W	9.30'
L14	N74°21'13"W	7.13'
L15	S87°48'41"W	9.19'
L16	N89°59'52"W	0.38'
L17	N89°32'14"E	4.78'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	16.88'	16.00'	60°21'39"	9.31'	N22°02'48"W	16.09'
C2	22.78'	16.00'	81°34'28"	13.80'	N51°29'40"E	20.90'



KEY MAP



ELEVATION DETAIL

LEGEND

FIR	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER/ELEVATOR SHAFT (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
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	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
	ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 1

A 0.0112-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
ROBERT M. ANGUIANO
6347
REGISTERED
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

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DATE	NO.	DESCRIPTION
02/16/15	4	REVISED ELEVATIONS
01/16/15	3	REVISED PARCEL, KEY MAP AND METES AND BOUNDS DESCRIPTION
01/13/15	2	ADDED PROFILE DATA
12/02/14	1	ADDED ELEVATIONS

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
Texas Licensing: Engineering Firm Registration No. F-1704
Texas Licensing: Surveying Firm Registration No. 10018100

LAND TITLE SURVEY OF A 0.0112-ACRE TRACT OUT OF LOT11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE
1" = 5'
0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 1
0.0112-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0112-ACRE (488 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0112-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND RIGHT-OF-WAY, A DISTANCE OF 20.60 FEET TO A POINT;

THENCE S00°27'46"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11 AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, A DISTANCE OF 1.80 FEET TO THE **POINT OF BEGINNING** AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING INTO AND ACROSS SAID LOT 11 AND ALONG SAID FACE OF BUILDING WALL, THE FOLLOWING THREE (3) CALLS:

1) S00°27'46"E, A DISTANCE OF 5.04 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N90°00'00"E, A DISTANCE OF 1.54 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND
3) S00°00'00"E, A DISTANCE OF 6.49 FEET TO THE CORNER OF AN ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, ALONG SAID FACE OF ELEVATOR SHAFT, THE FOLLOWING SEVEN (7) CALLS:

1) S89°27'12"W, A DISTANCE OF 7.02 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) S01°02'04"W, A DISTANCE OF 2.96 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
3) S88°12'55"W, A DISTANCE OF 1.39 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
4) S01°20'37"E, A DISTANCE OF 2.01 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

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THENCE N00°00'00"E, along said existing face of building wall, a distance of 3.50 feet returning to the **POINT OF BEGINNING** and containing 0.0020 of an acre (89 square feet) of easement.

Job No. 2543-001-104
March 13, 2015
Revised March 16, 2015

Certified this 16th day of March, 2015

An accompanying survey plat of even date accompanies this description.

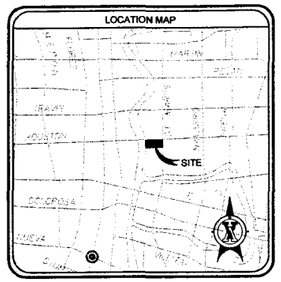
Robert M. Anguiano, RPLS
Registered Professional Land Surveyor
Texas Certified Registration No. 6347
Vickrey & Associates, Inc.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

2015 Vickrey & Associates, Inc.

TRACT 2

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

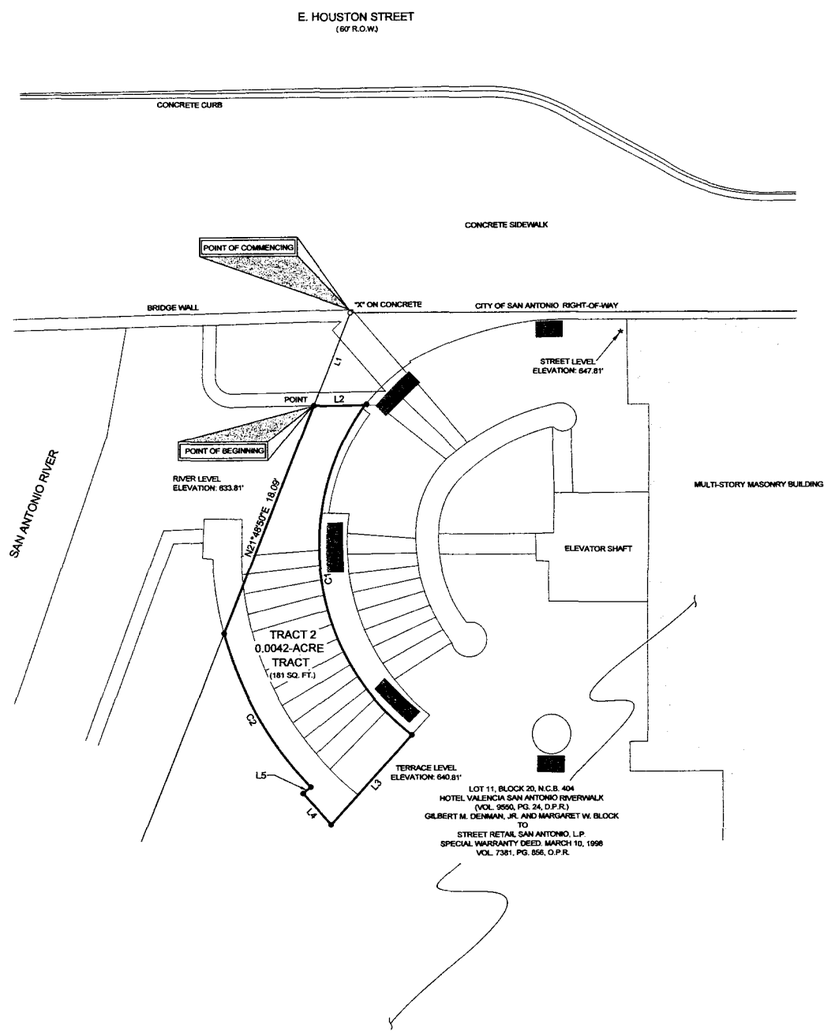
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

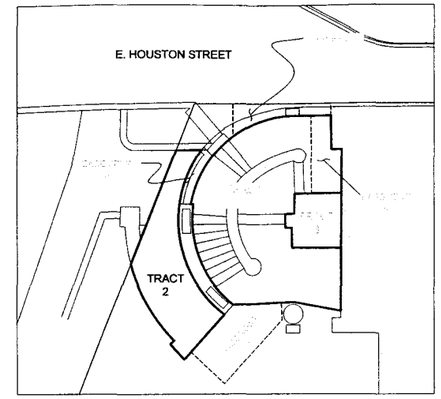
GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'

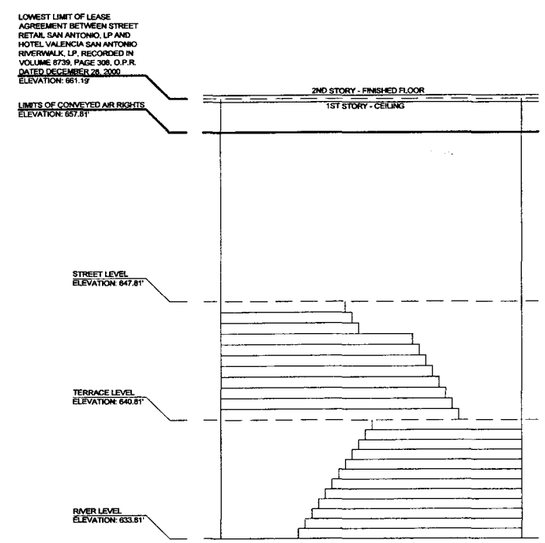


LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°46'55"W	7.41'
L2	N68°18'18"E	3.81'
L3	S42°40'00"W	8.97'
L4	N42°12'33"W	3.09'
L5	N60°54'41"E	0.78'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	27.32'	17.50'	89°38'49"	17.37'	S8°08'53"E	24.63'
C2	13.22'	28.00'	26°57'58"	6.78'	N29°32'51"W	13.09'



KEY MAP



ELEVATION DETAIL

LEGEND

	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
	ELEVATION REFERENCE POINT

CAT. 1A, COND. I LAND TITLE SURVEY

FOR

TRACT 2

A 0.0042-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
ROBERT M. ANGUIANO
6347
REGISTERED
PROFESSIONAL LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, L.P.

© 2014

DATE	NO.	DESCRIPTION
02/16/15	4	REVISED ELEVATIONS
01/16/15	3	REVISED KEY MAP
01/13/15	2	ADDED PROFILE DATA
12/02/14	1	ADDED ELEVATIONS

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • LAND DEVELOPMENT • SURVEYING
12940 Country Parkway, San Antonio, Tx 78216
Telephone (210) 545-1122
TBPE Firm Reg. #F-439 TBPLS Firm Reg. #10018100

LAND TITLE SURVEY OF A 0.0042-ACRE TRACT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE 1" = 5'

SHEET 1 OF 1

DRAWN BY: R.M.A. APPROVED BY: -- FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
TRACT 2
0.0042-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0042-ACRE (181 SQUARE FEET) TRACT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0042-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE S21°48'50"W, DEPARTING SAID RIGHT-OF-WAY, ALONG THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, A DISTANCE OF 7.41 FEET TO A POINT ON EDGE OF ROCK WALL, FOR THE NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11, THE FOLLOWING SIX (6) CALLS:

1) N89°18'18"E, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 3.81 FEET TO A NON-TANGENT POINT OF CURVATURE TO THE LEFT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

2) ALONG SAID CURVE TO THE LEFT AND GENERALLY ALONG EDGE OF ROCK WALL, A DISTANCE OF 27.32 FEET, WITH A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF 89°26'49", AND A CHORD BEARING AND DISTANCE OF S08°08'54"E, 24.63 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

3) S42°40'00"W, DEPARTING SAID ROCK WALL, A DISTANCE OF 8.97 FEET TO A CORNER OF ROCK WALL, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

4) N42°12'33"W, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 3.08 FEET TO A CORNER OF ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

5) N50°54'47"E, ALONG THE EDGE OF ROCK WALL, A DISTANCE OF 0.75 FEET TO A CORNER OF ROCK WALL AT A NON-TANGENT POINT OF CURVATURE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

6) ALONG SAID CURVE TO THE RIGHT, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 13.22 FEET, WITH A RADIUS OF 26.00 FEET, A CENTRAL ANGLE OF 29°07'56", AND A CHORD BEARING AND DISTANCE OF N29°32'52"W, 13.08 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 11 AND SAN ANTONIO RIVER, FOR THE MOST WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N21°48'50"E, DEPARTING SAID EDGE OF WALL, ALONG SAID COMMON LINE, A DISTANCE OF 18.09 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0042 OF AN ACRE (181 SQUARE FEET) OF LAND.

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JOB NO. 2S43-001-104
JANUARY 16, 2015
REVISED FEBRUARY 16, 2015

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

An accompanying survey plat of even date accompanies this description.

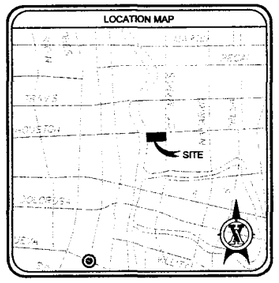
ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

2015 Vickrey & Associates, Inc.

TRACT 3

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

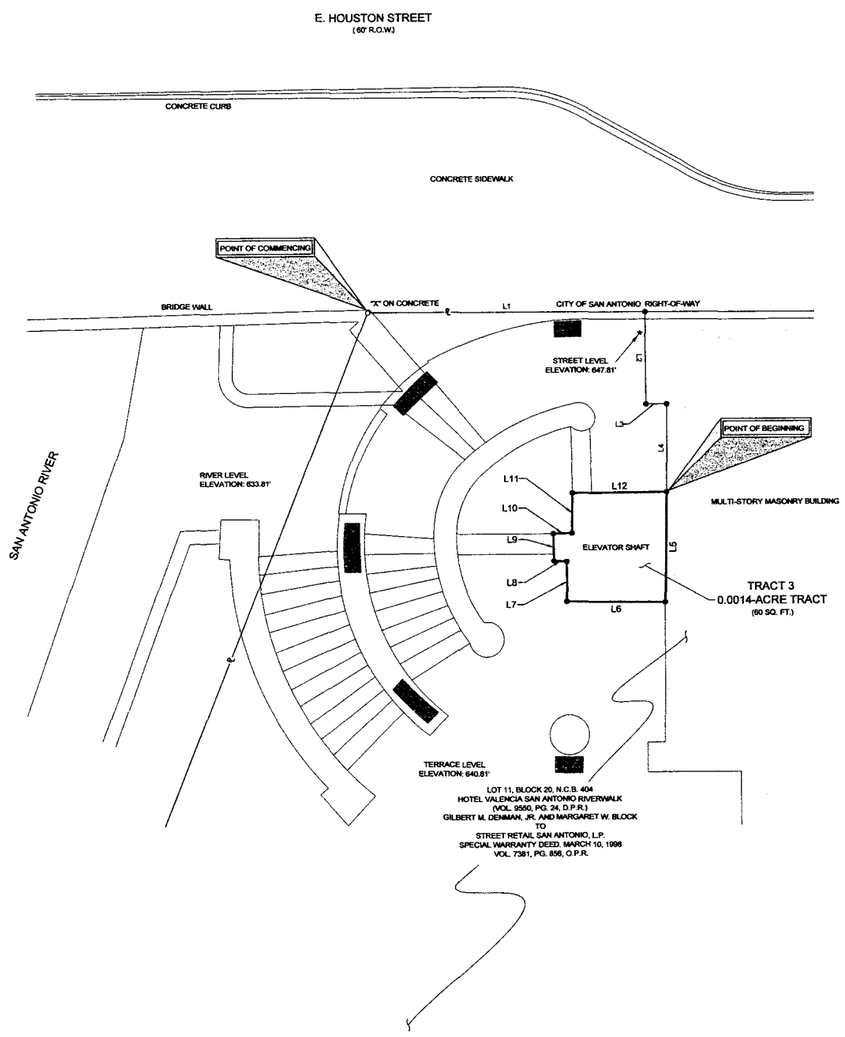
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON OCTOBER 2014.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204)

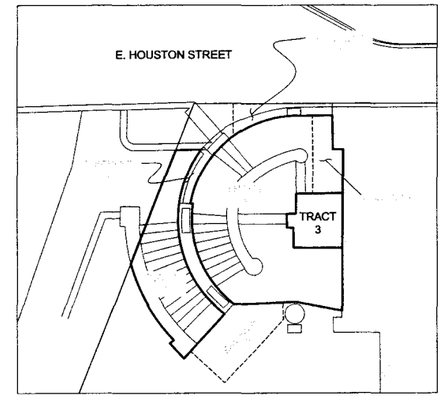
GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT

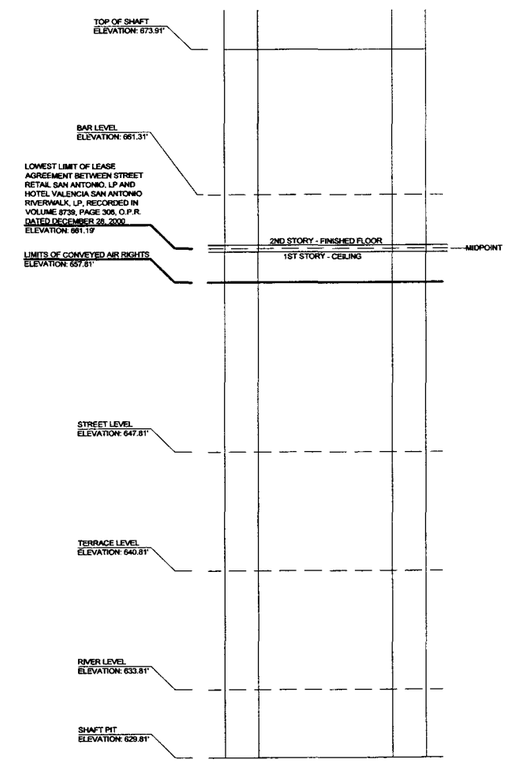
GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N84°58'03"E	20.89'
L2	S00°27'48"E	6.83'
L3	N89°00'00"E	1.54'
L4	S00°00'00"E	6.49'
L5	S00°48'40"W	8.12'
L6	N89°33'53"W	7.51'
L7	N00°40'04"W	2.98'
L8	N87°52'40"W	0.98'
L9	N01°20'33"W	2.01'
L10	N89°12'19"E	1.38'
L11	N01°52'04"E	2.98'
L12	N89°27'12"E	7.02'



KEY MAP



ELEVATOR SHAFT DETAIL

LEGEND

	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
CO	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
#	ELEVATION REFERENCE POINT

CAT 1A COND. I LAND TITLE SURVEY

FOR

TRACT 3

A 0.0014-ACRE TRACT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION I SURVEY.

DATED 02-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:
STREET RETAIL SAN ANTONIO, L.P.

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NO.	DATE	DESCRIPTION
3	02/16/15	REVISED ELEVATIONS
2	01/16/15	REVISED PARCEL, KEY MAP AND METES AND BOUNDS DESCRIPTION
1	12/02/14	ADDED ELEVATIONS, ELEVATOR SHAFT DETAIL, REVISED METES AND BOUNDS DESCRIPTION

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEYING
12456 Gardner Lakeway San Antonio, TX 78216
Telephone (210) 545-1221
FIRM Registration No. 10004400

LAND TITLE SURVEY OF A 0.0014-ACRE TRACT OF LAND OUT OF LOT11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 11/03/2014

SCALE 1" = 5'

0 2.5 5 7.5

SHEET 1 OF 1

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW: J.B./R.R.

6/7/2013 12:46:02 PM | rcsanchez
R:\2543-001\Survey\dwg\SH_1_EB4104.dwg

METES AND BOUNDS DESCRIPTION
TRACT 3
0.0014-ACRE TRACT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0014-ACRE (60 SQUARE FEET) TRACT OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID LOT 11 BEING THAT SAME LAND CONVEYED FROM GILBERT M. DENMAN, JR. AND MARGARET W. BLOCK TO STREET RETAIL SAN ANTONIO, L.P. BY SPECIAL WARRANTY DEED, DATED MARCH 10, 1998 AND RECORDED IN VOLUME 7381, PAGE 856, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, SAID 0.0014-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NAD83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT AN "X" ON CONCRETE ON THE SOUTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (60' WIDE), SAME POINT ALSO BEING ON THE EAST LINE OF THE SAN ANTONIO RIVER AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE N89°56'02"E, ALONG THE COMMON LINE OF SAID LOT 11 AND RIGHT-OF-WAY, A DISTANCE OF 20.60 FEET TO A POINT;

THENCE DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID LOT 11 AND PARTIALLY ALONG THE FACE OF EXISTING BUILDING WALL, THE FOLLOWING THREE (3) CALLS:

1) S00°27'46"E, A DISTANCE OF 6.83 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N90°00'00"E, A DISTANCE OF 1.54 FEET TO A POINT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND
3) S00°00'00"E, A DISTANCE OF 6.49 FEET TO THE **POINT OF BEGINNING,** AT A CORNER OF AN ELEVATOR SHAFT, AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE DEPARTING SAID FACE OF BUILDING WALL, CONTINUING INTO AND ACROSS SAID LOT 11, ALONG SAID FACE OF ELEVATOR SHAFT, THE FOLLOWING EIGHT (8) CALLS:

1) S00°46'40"W, A DISTANCE OF 8.12 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
2) N89°33'53"W, A DISTANCE OF 7.31 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
3) N00°40'04"W, A DISTANCE OF 2.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
4) N87°52'40"W, A DISTANCE OF 0.95 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
5) N01°20'37"W, A DISTANCE OF 2.01 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,
6) N88°12'55"E, A DISTANCE OF 1.39 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

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7) N01°02'04"E, A DISTANCE OF 2.96 FEET TO A CORNER OF ELEVATOR SHAFT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

8) N89°27'12"E, A DISTANCE OF 7.02 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0014 OF AN ACRE (60 SQUARE FEET) OF LAND.

JOB NO. 2543-001-104
JANUARY 16, 201S
REVISED FEBRUARY 16, 201S

CERTIFIED THIS 16TH DAY OF FEBRUARY, 2015

An accompanying survey plat of even date accompanies this description.

ROBERT M. ANGUIANO, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS CERTIFIED REGISTRATION NO. 6347
VICKREY & ASSOCIATES, INC.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

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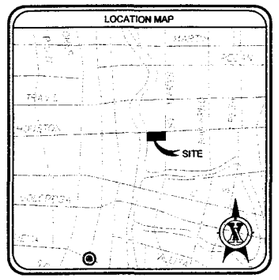
EXHIBIT "B"

Otis Hydraulic Cab Model No. 211, Serial No. 950212

EXHIBIT "C"

LOCATION MAP



GENERAL NOTES

GN1 THIS SURVEY DOES NOT IDENTIFY OR DELINEATE ANY SURFACE OR SUBSURFACE MINERAL RIGHTS, NOR DOES IT IDENTIFY ANY RIGHTS TO THE SURFACE RESULTING FROM SAID MINERAL RIGHTS.

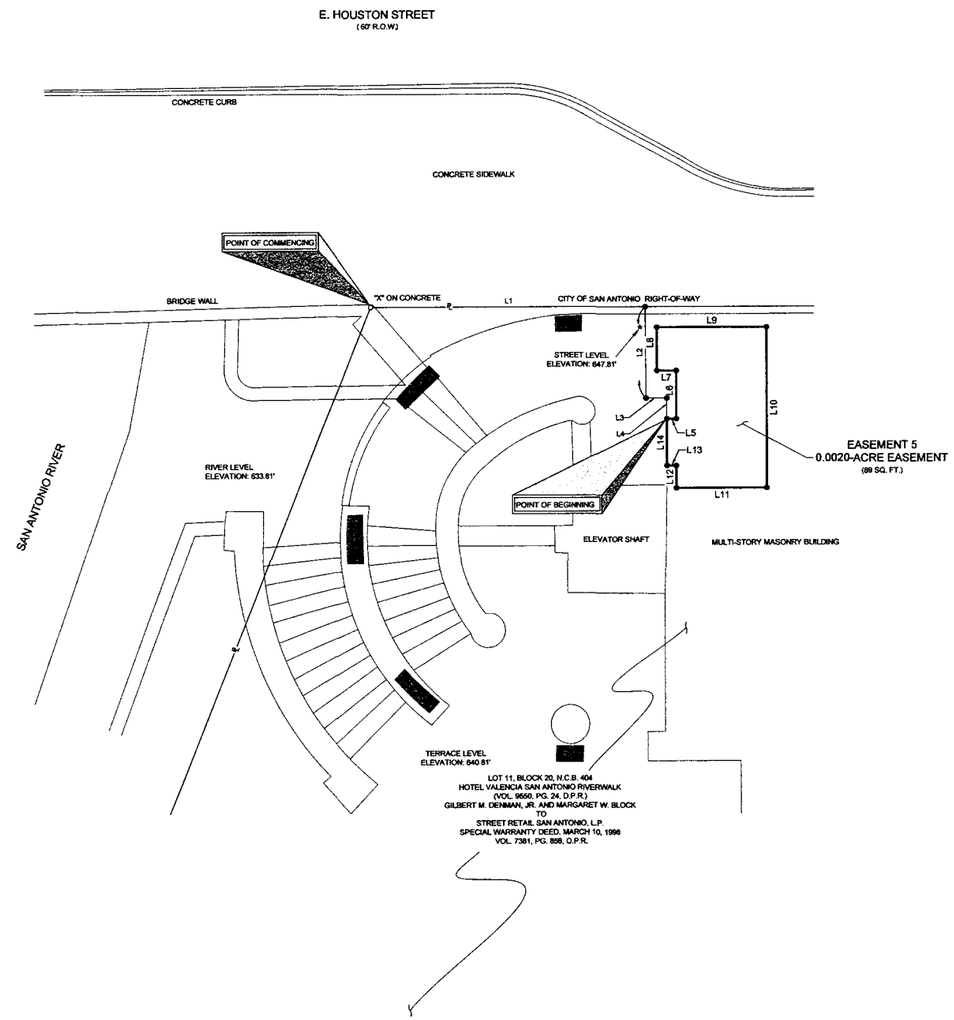
GN2 THIS SURVEY WAS PERFORMED ON THE GROUND ON MARCH 2015.

GN3 BEARINGS ARE BASED ON NAD 83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) .

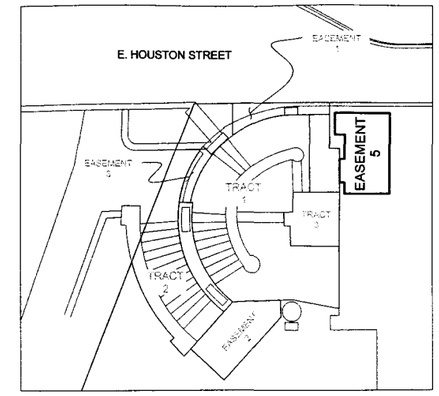
GN4 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. ALL MATTERS OF RECORD ARE NOT SHOWN HEREIN.

GN5 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY PLAT.

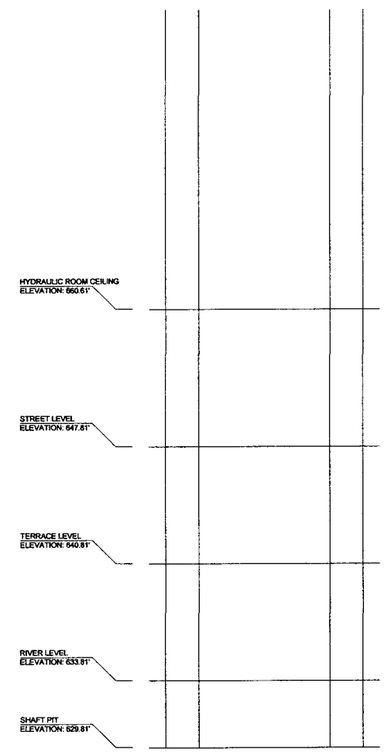
GN6 THE BENCHMARK DATUM IS BASED ON THE STREET LEVEL ELEVATION TAKEN AT THE NORTHWEST CORNER OF THE HOTEL VALENCIA/ACENAR BUILDING.
STREET LEVEL ELEVATION = 647.81'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°38'02"E	29.62'
L2	S00°27'46"E	6.67'
L3	N90°00'00"E	1.34'
L4	S00°00'00"E	1.00'
L5	N90°00'00"E	0.77'
L6	N00°00'00"E	3.80'
L7	S90°00'00"W	1.48'
L8	N00°00'00"W	3.33'
L9	N90°00'00"E	9.27'
L10	S00°00'00"E	12.00'
L11	S90°00'00"W	6.78'
L12	N00°00'00"E	1.67'
L13	N90°00'00"W	0.70'
L14	N00°00'00"E	3.00'



KEY MAP



ELEVATOR SHAFT DETAIL

LEGEND

FR	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
	POINT ON FACE OF WALL/BUILDING CORNER (UNLESS OTHERWISE NOTED)
	UTILITY POLE
OU E	OVERHEAD UTILITY
	ELECTRIC TRANSFORMER
	HANDICAP SIGN (UNLESS OTHERWISE NOTED)
WV	WATER VALVE
	WATER METER
	WASTEWATER MANHOLE
	STORM WATER MANHOLE
C.O.	CLEAN OUT
	LIGHT STANDARD
	ELECTRIC METER
	FIRE HYDRANT
G,E,T,CA	GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
C.D.P.	CONCRETE DUMPSTER PAD
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
	CHAIN LINK FENCE
	WIRE FENCE
	WROUGHT IRON FENCE
D.I.	DRAIN INLET
	PIPE
	CABLE PEDESTAL
	TELEPHONE PEDESTAL
	ELECTRIC PULL BOX
V.W.	VARIABLE WIDTH
P.S.	PARKING SPACE
	AIR CONDITIONER PAD
OA	OVERALL
	PROPERTY LINE
	ELEVATION REFERENCE POINT

CAT.1B COND. I STANDARD LAND SURVEY

FOR

EASEMENT 5

A 0.0020-ACRE EASEMENT

OUT OF LOT 11, BLOCK 20, N.C.B. 404

CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION I SURVEY.

DATED: 05-16-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS REGISTERED ROBERT M. ANGUIANO 6347 PROFESSIONAL LAND SURVEYOR

PREPARED FOR:
STREET RETAIL SAN ANTONIO, L.P.

NO.	DATE	DESCRIPTION
1	05-16-15	REVISED FROM TRACT 4 TO EASMT 5

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12940 Country Parkway San Antonio, TX 78216
Telephone: (210) 545-3271
TBPLS Firm Registration No. 10004100

STANDARD LAND SURVEY OF A 0.0020-ACRE EASEMENT OF LAND OUT OF LOT 11, BLOCK 20, NEW CITY BLOCK 404, HOTEL VALENCIA SAN ANTONIO RIVERWALK, AN ADDITION TO THE CITY OF SAN ANTONIO, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9550, PAGE 24, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2543-001-104

DATE: 03/16/2015

SCALE 1" = 5' (0, 2.5, 5, 7.5)

SHEET 1 OF 1

© 2015

DRAWN BY: R.M.A. / R.C.S. APPROVED BY: R.M.A. FIELD CREW: J.B./R.R.

METES AND BOUNDS DESCRIPTION
EASEMENT 5
0.0020-ACRE EASEMENT
OUT OF LOT 11, BLOCK 20, N.C.B. 404
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

Being a 0.0020-acre (89 square feet) easement out of Lot 11, Block 20, New City Block 404, Hotel Valencia San Antonio Riverwalk, an addition to the City of San Antonio, according to plat thereof recorded in Volume 9550, Page 24, Deed And Plat Records of Bexar County, Texas, said Lot 11 being that same land conveyed from Gilbert M. Denman, Jr. and Margaret W. Block to Street Retail San Antonio, L.P. by Special Warranty Deed, dated March 10, 1998 and recorded in Volume 7381, Page 856, Official Public Records of Real Property of Bexar County, Texas, said 0.0020-acre easement being more particularly described as follows, with all bearings being referenced to NAD83, Texas Coordinate System, South Central Zone (4204):

COMMENCING at an "X" on concrete on the south right-of-way line of E. Houston Street (60' wide), same point also being on the east line of the San Antonio River and being the northwest corner of said Lot 11;

THENCE N89°56'02"E, along the common line of said Lot 11 and right-of-way, a distance of 20.60 feet to a point;

THENCE departing said common line, into and across said Lot 11 and partially along the face of existing building wall, the following three (3) calls:

1) S00°27'46"E, a distance of 6.83 feet to a point, for a corner of the herein described easement,
2) N90°00'00"E, a distance of 1.54 feet to a point, for a corner of the herein described easement, and
3) S00°00'00"E, a distance of 1.55 feet to the **POINT OF BEGINNING** of the herein described easement;

THENCE continuing into and across said Lot 11, departing said face of building wall, along the interior face of wall for a hydraulic equipment room, the following nine (9) calls:

1) N90°00'00"E, a distance of 0.70 feet to a point, for a corner of the herein described easement,
2) N00°00'00"E, a distance of 3.60 feet to a point, for a corner of the herein described easement,
3) S90°00'00"W, a distance of 1.45 feet to a point, for a corner of the herein described easement,
4) N00°00'00"W, a distance of 3.25 feet to a point, for the northwest corner of the herein described easement,
5) N90°00'00"E, a distance of 8.23 feet to a point, for the northeast corner of the herein described easement,
6) S00°00'00"E, a distance of 12.02 feet to a point, for the southeast corner of the herein described easement,
7) S90°00'00"W, a distance of 6.78 feet to a point, for the southwest corner of the herein described easement,
8) N00°00'00"E, a distance of 1.67 feet to a point on said face of existing building wall, for a corner of the herein described easement, and
9) N90°00'00"W, a distance of 0.70 feet to a point, for a corner of the herein described easement;

2015 Vickrey & Associates, Inc.
12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

THENCE N00°00'00"E, along said existing face of building wall, a distance of 3.50 feet returning to the **POINT OF BEGINNING** and containing 0.0020 of an acre (89 square feet) of easement.

Job No. 2543-001-104
March 13, 2015
Revised March 16, 2015

Certified this 16th day of March, 2015

An accompanying survey plat of even date accompanies this description.

Robert M. Anguiano, RPLS
Registered Professional Land Surveyor
Texas Certified Registration No. 6347
Vickrey & Associates, Inc.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

2015 Vickrey & Associates, Inc.

EXHIBIT B-8

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC ACCESS EASEMENT AGREEMENT
Majestic Theatre Courtyard (Houston Street Court)

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR	§	

THAT, for Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed, GRAYSTREET HOUSTON – 219 E. HOUSTON STREET, LLC, a Texas limited liability company, ("Grantor"), has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY, unto the CITY OF SAN ANTONIO, a Texas municipal corporation ("Grantee"), a permanent, non-exclusive access easement for the benefit of the general public and for the purposes stated in this Public Access Easement Agreement ("Easement") upon and across the surface only of the real property more particularly described in Exhibit "A" (the "Easement Property").

SAVE AND EXCEPT (i) the area used for dining, food and beverage (alcoholic and non-alcoholic) as shown in Exhibit "B"; (ii) all property, space and rights located at and above a horizontal plane, formed by projecting vertically upward and along the boundaries of the Easement Property, and commencing at the finished grade elevation of the Easement Property equal to 646.49 feet (identified and noted at the "Point of Beginning" on Exhibit "B") and continuing to an elevation of 656.59 feet, as shown as the "Limits of Easement Air Rights" on Exhibit "B" (the Benchmark datum is based on North American Verticle datum of 1988) (the

"Grantor's Air Rights"), for Grantor's exclusive right to control, occupy, use and/or develop the Grantor's Air Rights; and (iii) the subsurface beneath the Easement Property.

The purpose of the Easement is to provide Grantee, for the benefit of the general public, a perpetual easement for pedestrian access to, from and across the Easement Property subject to the terms and limitations set out in this Public Easement Agreement.

By its acceptance of the Easement, the Grantee specifically acknowledges (i) that the Easement does not constitute a conveyance in fee of the Easement Property, (ii) that the Easement is subject to the Grantor's retained rights to temporarily close all or a portion of the Easement Property from public use and utilize it for dining, food and beverage (alcoholic and non-alcoholic) service, retail sales and other uses subject to forty-eight (48) hours written notice to Grantee at the address stated below and for periods of no more than ten (10) consecutive hours, and for no more than (2) days within a (7) seven day period, (iii) that in furtherance of Grantor's use and development of the Grantor's Air Rights, Grantor may construct structural supports on the Easement Property, (v) that Grantee is prohibited from placing or erecting any temporary or permanent items or structures of any type on or within the Easement Property, including without limitation, furniture, artwork, plantings, walls and/or flooring, and (vi) that upon notice from Grantor, Grantee shall take immediate action to prohibit members of the general public from blocking access to and from the Easement Property and/or access to and from the structures adjoining or abutting the Easement Property.

Grantor shall observe and perform the following obligations, covenants and duties, which obligations, covenants and duties shall run with the land: (a) maintain, repair and insure, at Grantor's sole cost and expense, all improvements now or hereafter located on the Easement Property, (b) pay all taxes assessed against the Easement Property by all taxing authorities, and

(c) pay all utility charges associated with the Easement Property. (d) fully comply with all Governmental Rules in connection with the easement property, and (e) FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND GRANTEE FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE RELATED TO THE USE OF THE EASEMENT PROPERTY AND ALL IMPROVEMENTS THEREON. Grantee may inspect, patrol and police the Easement Property as may be conducive to the purpose of the Easement and as may be required to ensure Grantor's obligations to maintain the property.

Grantee has had full opportunity to examine the Easement Property and Grantee hereby waives any claim for damages that may arise out of the condition of the Easement Property subject to the Grantor's obligations to maintain, repair and insure all improvements now or hereafter located on the Easement Property. Grantee's taking possession of the Easement Property shall be conclusive evidence of Grantee's acceptance thereof and Grantee, as a material part of the consideration for this Easement, hereby accepts the Easement Property "AS IS, WHERE IS, AND WITH ALL FAULTS" with any and all latent and patent defects subject to the Grantor's obligations to maintain, repair and insure all improvements now or hereafter located on the Easement Property. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement or other assertion with respect to the condition of the Easement Property but is relying on Grantee's examination of the Easement Property. Grantee accepts the Easement Property with the express understanding and stipulation that (i) there are no express or implied warranties; with the exception that (ii) the property is suitable for the Grantee's intended use of the Easement Property, and (iii) that there is no warranty by Grantor that the Easement Property has a particular financial value or is fit for a particular purpose.

The Easement herein granted, and the obligations, covenants, and duties shall run with the land and be binding upon and inure to the benefit of the Grantors and Grantee, and their respective successors, assigns, and legal representatives. The grant of this public Easement is superior to all liens and encumbrances against the Easement Property, other than liens for ad valorem taxes for the current and succeeding years. Grantor covenants that Grantor is the owner of the above-described Easement Property and that the consideration recited herein shall constitute full and final payment of the Easement.

TO HAVE AND TO HOLD THE POSSESSION OF THE Easement for the purposes and subject to the limitations described above, until the use of the Easement by Grantee is terminated.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____, 2015.

GRANTOR:

GRAYSTREET HOUSTON – 219 E. HOUSTON STREET, LLC, a Texas limited liability company

By: GrayStreet Houston Management, LLC, its managing member

By: Caliburn Capital, LLC, its sole member

By: _____

Name: _____

Title: _____

AGREED AND ACCEPTED:

GRANTEE:

CITY OF SAN ANTONIO, TEXAS

By:_____

Name:_____, City Manager or Designee

Accepted under Ordinance:_____

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by _____, _____ of Caliburn Capital, LLC, the sole member of GrayStreet Houston Management, LLC, the managing member of GrayStreet Houston – 219 E. Houston Street, LLC, a Texas limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, City Manager or Designee for and on behalf of the CITY SAN ANTONIO, TEXAS, a Texas home rule municipal corporation; he/she acknowledged to me that he/she is the duly authorized representative of the CITY OF SAN ANTONIO, TEXAS, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

GRANTOR'S ADDRESS:

GrayStreet Houston – 219 E. Houston Street, LLC
c/o Caliburn Capital, LLC
4515 San Pedro
San Antonio, TX 78212

with copy to :

Kruger Carson PLLC
3308 Broadway, Suite 305
San Antonio, TX 78209
Attention: Bradley S. Carson, Esq.

GRANTEE'S ADDRESS:

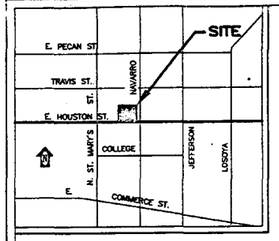
City of San Antonio
PO Box 839966
San Antonio, Texas 78283

Exhibit "A"

Ingress /Egress Easement – 0.051 acres as shown on Subdivision Plat of Court Buildings Subdivision recorded in 9554, Page 79, Real Property Records of Bexar County, Texas

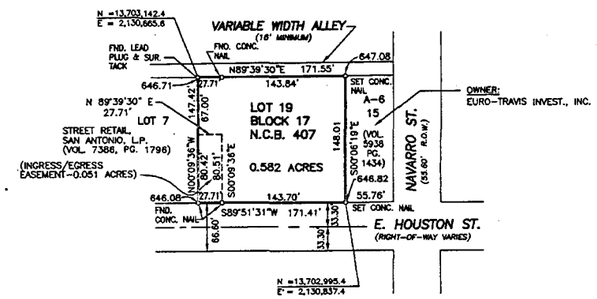
Doc# 20020324434
Book: 9554
Page: 79
Filed & Recorded
05/10/2002 10:13:06 AM
COUNTY CLERK
COUNTY OF BEXAR
RECORDING $ 25.00
RECORDS MANAGEMENT $ 5.00
COURTHOUSE SECU $ 1.00

PLAT I.D. NUMBER 010499



LOCATION MAP

SCALE: 1"= 100'



ENGINEER: CALLE & Associates, Inc. Consulting Engineers
2702 N. Loop 1604 E., Suite 102
San Antonio, TX 78232
210/340-4711
Fax:210/340-0736

SURVEYOR:

BOUNDARY SURVEY PREPARED BY:
NORTHSTAR LAND SURVEYING, INC.
THOMAS C. HABERER, R.P.L.S.
442 MILLWOOD
SAN ANTONIO, TEXAS 78216
PH. 826-6228

STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 FOR THE TEXAS SOUTH CENTRAL ZONE. THEY ARE RELATIVE TO THE PUBLISHED POSITIONS FOR TRIANGULATION STATIONS OBLATE, BITTERS, AND MILLER.

SCALE FACTOR = 0.99983

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID.

SUBDIVISION PLAT OF COURT BUILDINGS SUBDIVISION

ESTABLISHING LOT 19, BLOCK 17, N.C.B. 407, SAN ANTONIO, BEXAR COUNTY, TEXAS AND CONSISTING OF 0.582 ACRES.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT; AND TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES THAT MAY HAVE BEEN GRANTED BY THE PLANNING COMMISSION OF THE CITY.

James S. Calle
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS JAMES S. CALLE 51930 LICENSED PROFESSIONAL ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 31st DAY OF December A.D. 20 01.

Leslie G. Holden
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

LESLIE G HOLDEN NOTARY PUBLIC State of Texas Comm. Exp. 07-28-2005

STATE OF TEXAS
COUNTY OF BEXAR

THE OWNER OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

Street Retail, San Antonio, L.P.
OWNER

DULY AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED John Tschiderer, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21st DAY OF December 2001

Linda Elaine Emadi
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

LINDA ELAINE EMADI MY COMMISSION EXPIRES December 08, 2003

SPECIAL NOTE: THE INGRESS/EGRESS EASEMENT (0.051 ACRES) NOTED SHALL BE GRANTED BY STREET RETAIL SAN ANTONIO, LP. TO THE CITY OF SAN ANTONIO PURSUANT TO A SEPARATE EASEMENT AGREEMENT FILED OF RECORD IN THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SUBJECT TO THOSE LIMITATIONS AND TERMS SET FORTH IN THAT CERTAIN PROJECT MANAGEMENT CONTRACT DATED OCTOBER 3, 2001, BY AND BETWEEN THE CITY OF SAN ANTONIO AND STREET RETAIL SAN ANTONIO, LP.

SETBACK LINES REFLECTED ON THIS PLAT REPRESENT THE ZONING REQUIREMENTS IN EFFECT AT THE TIME OF PLATTING. ANY FURTHER REZONING SHALL SUPERCEDE THESE SETBACK LINES EXCEPT FOR THOSE ADJACENT TO OVERHEAD UTILITY LINES AND HIGH PRESSURE OIL AND GAS LINES.

THE CITY OF SAN ANTONIO AS A PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT", "GAS EASEMENT", "ANCHOR EASEMENT", "SERVICE EASEMENT", "OVERHANG EASEMENT", "UTILITY EASEMENT", AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, ERECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES; TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND. THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.

ANY CPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF CPS EQUIPMENT, LOCATED WITHIN SAID EASEMENT, DUE TO GRADECHANGES OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.

THIS PLAT OF COURT BUILDINGS SUBDIVISION HAS BEEN SUBMITTED TO THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES IN ACCORDANCE WITH V.T.C.A., LOCAL GOVERNMENT CODE SECTION 212.0065.

DATED THIS 15th DAY OF January, A.D. 20 02.

BY: Robert D. Sum
DIRECTOR OF DEVELOPMENT SERVICES

COUNTY CLERK BEXAR COUNTY, TEXAS

WASTEWATER EDU NOTE

THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER ISSUED BY THE DEVELOPMENT SERVICES DEPARTMENT.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Thom C. Haberer
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS REGISTERED THOMAS C. HABERER 4350 PROFESSIONAL LAND SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 28th DAY OF December A.D. 2001

Catherine Ann Moreno
NOTARY PUBLIC
BEXAR COUNTY, TEXAS

CATHERINE ANN MORENO Notary Public State Of Texas Comm. Exp. 08-04-02

STATE OF TEXAS
COUNTY OF BEXAR

I, Gerry Rickhoff COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 10th DAY OF May A.D. 2002 AT 10:38 A.M. AND DULY RECORDED THE 10th DAY OF May A.D. 2002 AT 1:27 P.M. IN THE RECORDS OF Deed & Plats OF SAID COUNTY IN BOOK VOLUME 9554 ON PAGE 79

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 10th DAY OF May A.D. 2002

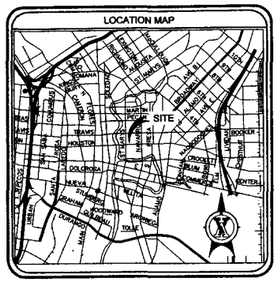
COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: _____ DEPUTY

Exhibit "B"

[See Attached]

LOCATION MAP

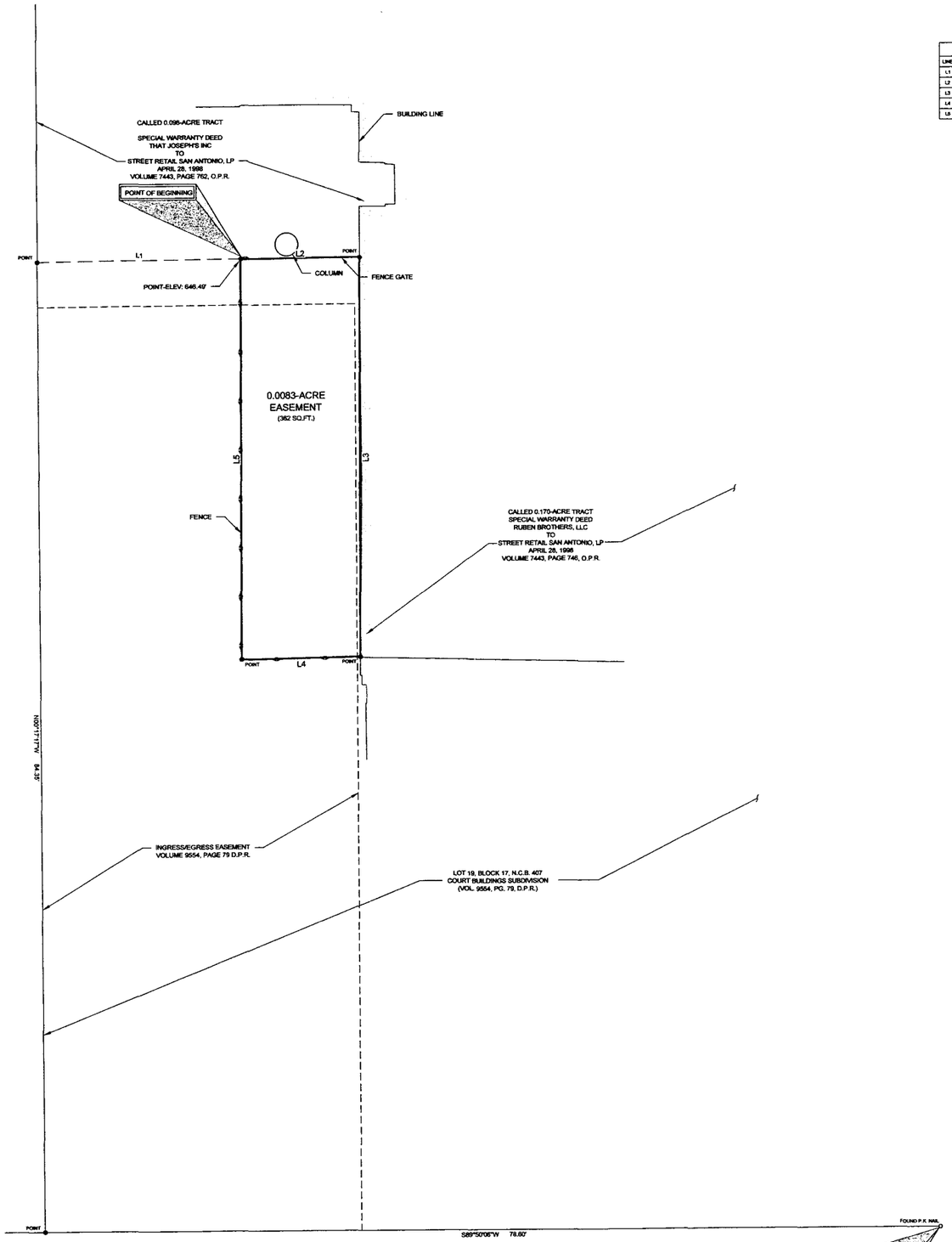


GENERAL NOTES

GN1 THIS SURVEY WAS PERFORMED ON THE GROUND ON 11-19-2014.

GN2 BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983 (93) , TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

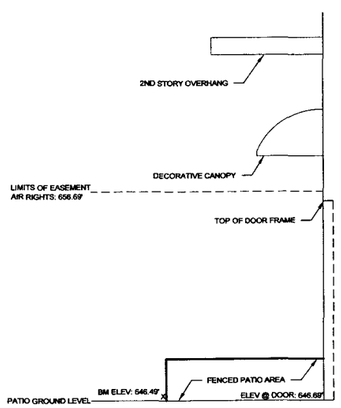
GN3 ELEVATION SHOWN AT THE POINT OF BEGINNING IS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°18'39"E	17.74'
L2	N89°18'39"E	18.41'
L3	S00°01'26"E	34.71'
L4	S89°48'41"W	16.43'
L5	N00°00'00"W	34.99'

LEGEND

O 1/2"	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●	POINT
R.O.W.	RIGHT-OF-WAY
SQ.FT.	SQUARE FEET
D.R.	DEED RECORD OF BEXAR COUNTY, TEXAS
D.P.R.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORD OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
N.T.S.	NOT TO SCALE
( )	RECORD INFORMATION
—o—	DECORATIVE FENCE
V.W.	VARIABLE WIDTH
OA	OVERALL
◯	TABLE TOPS



ELEVATION DETAIL

CATEGORY 1B, CONDITION I

FOR

BOHANAN'S PATIO EASEMENT

219 E HOUSTON ST.

SAN ANTONIO, TX 78205

TO: STREET RETAIL SAN ANTONIO, LP

I, ROBERT M. ANGUIANO, HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION I SURVEY.

DATED 03-19-15

ROBERT M. ANGUIANO
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6347
VICKREY AND ASSOCIATES, INC.
RANGUIANO@VICKREYINC.COM

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

PREPARED FOR:

STREET RETAIL SAN ANTONIO, LP

©2014

NO.	DATE	DESCRIPTION
4		
3		
2	03/19/15	ADDED ELEVATION AT POB AND DETAIL
1	01/19/15	REVISED SHEET LAYOUT

REVISIONS

VICKREY & ASSOCIATES, INC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
12110 Country Parkway, San Antonio, TX 78216
Telephone: (210) 545-3278
TBPE F-1 and Registered Firm No. 10064-100

STANDARD LAND SURVEY A 0.0083-ACRE TRACT OF LAND BEING OUT OF LOT 19, BLOCK 17, N.C.B. 407 COURT BUILDINGS SUBDIVISION, RECORDED IN VOLUME 9554, PAGE 79, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

PROJ NO. 2561-001-105

DATE: 01/16/2015

SCALE 1" = 5'

0 2.5' 5' 7.5'

SHEET 1 OF 1

DRAWN BY: CM APPROVED BY: RA FIELD CREW: RR

METES AND BOUNDS DESCRIPTION
0.0083-ACRE EASEMENT OUT OF LOT 19, BLOCK 17, NCB 407
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING A 0.0083-ACRE (362 SQUARE FEET) EASEMENT OUT OF LOT 19, BLOCK 17, NEW CITY BLOCK 407, COURT BUILDINGS SUBDIVISION, AN ADDITION TO THE CITY OF SAN ANTONIO ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9554, PAGE 79, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS (ALL RECORDS CITED HEREIN ARE RECORDED IN BEXAR COUNTY, TEXAS), SAID 0.0083-ACRE EASEMENT ALSO BEING OUT OF A 0.096-ACRE TRACT DESCRIBED BY SPECIAL WARRANTY DEED DATED APRIL 28, 1998, FROM JOSEPH'S, INC. TO STREET RETAIL SAN ANTONIO, LP, RECORDED IN VOLUME 7443, PAGE 762, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY (O.P.R.), SAID 0.0083-ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

COMMENCING AT A FOUND PK NAIL ON THE NORTH RIGHT-OF-WAY LINE OF E. HOUSTON STREET (VARIABLE-WIDTH), SAME POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 19 AND BEING THE SOUTHEAST CORNER OF A 0.170-ACRE TRACT DESCRIBED BY SPECIAL WARRANTY DEED DATED APRIL 28, 1998, FROM RUBEN BROTHERS, LLC TO STREET RETAIL SAN ANTONIO, LP, RECORDED IN VOLUME 7443, PAGE 746, O.P.R.;

THENCE S89°50'06"W, ALONG THE COMMON LINE OF SAID RIGHT-OF-WAY, LOT 19, SAID 0.170-ACRE TRACT AND 0.096-ACRE TRACT, A DISTANCE OF 78.60 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF SAID 0.096-ACRE TRACT AND SAID LOT 19, SAME POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK 17, NEW CITY BLOCK 407, DESCRIBED BY GENERAL WARRANTY DEED DATED MARCH 13, 1998, RECORDED IN VOLUME 7386, PAGE 1796, O.P.R.;

THENCE N00°17'17"W, DEPARTING SAID COMMON LINE, ALONG THE COMMON LINE OF SAID LOT 7, LOT 19 AND 0.096-ACRE TRACT, A DISTANCE OF 84.35 FEET TO A POINT;

THENCE N89°16'39"E, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID 0.096-ACRE TRACT, A DISTANCE OF 17.74 FEET TO A FENCE CORNER FOR AN IRON FENCE ENCLOSING A PATIO, FOR THE **POINT OF BEGINNING** AND NORTHWEST CORNER OF HEREIN DESCRIBED EASEMENT;

THENCE CONTINUING INTO AND ACROSS SAID 0.096-ACRE TRACT, THE FOLLOWING FOUR (4) CALLS:

1) N89°16'39"E, ALONG SAID IRON FENCE, A DISTANCE OF 10.41 FEET TO A POINT WHERE SAID IRON FENCE INTERSECTS THE FACE OF AN EXISTING BUILDING, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT,
2) S00°01'30"E, ALONG THE FACE OF SAID BUILDING, A DISTANCE OF 34.71 FEET TO A POINT WHERE SAID FACE OF BUILDING INTERSECTS SAID IRON FENCE, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT,
3) S88°46'41"W, DEPARTING SAID FACE OF BUILDING, ALONG SAID IRON FENCE, A DISTANCE 10.43 FEET TO A PATIO FENCE CORNER, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, AND

N00°00'06"W, ALONG SAID IRON FENCE, A DISTANCE 34.80 FEET RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.0083 OF AN ACRE (362 SQUARE FEET) OF EASEMENT, MORE OR LESS.

Job No. 2561-001-105
January 16, 2015

Certified this 16th day of January, 2015

Robert M. Anguiano, R.P.L.S.
Registered Professional Land Surveyor
Texas Certified Registration No. 6347
Vickrey & Associates, Inc.

STATE OF TEXAS
REGISTERED
ROBERT M. ANGUIANO
6347
PROFESSIONAL
LAND SURVEYOR

A separate survey plat of even date accompanies this description

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12940 Country Parkway • San Antonio, Texas 78216 • 210-349-3271 • FAX 210-349-2561

EXHIBIT C

TERMINATION AND RELEASE OF GUARANTY AGREEMENT

This Termination and Release of Guaranty Agreement is entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation (the "CITY"), as authorized pursuant to Ordinance _____-____-_____, passed and approved _____, 2015 and FEDERAL REALTY INVESTMENT TRUST, a Maryland Real Estate Investment Trust ("FEDERAL REALTY").

WHEREAS, pursuant to the terms of the Development Agreement entered into by and between the CITY and STREET RETAIL SAN ANTONIO, LP, a Delaware limited partnership, Federal Realty Investment Trust, a Maryland Real Estate Investment Trust executed a Guaranty Agreement dated effective March 30, 2000 (the "Guaranty Agreement"), a copy of which is attached hereto as Exhibit A -1 and incorporated herein for all purposes; and

WHEREAS, the CITY agrees to terminate the Guaranty Agreement and irrevocably release and discharge FEDERAL REALTY from all of its obligations and liabilities under the Guaranty Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the CITY agrees as follows:

Section 1. Termination and Release. The CITY irrevocably agrees that the Guaranty Agreement is hereby terminated and that FEDERAL REALTY shall have no further obligation, duties or liabilities thereunder and the CITY hereby releases, waives and forever discharges FEDERAL REALTY from all obligations, duties or liabilities of whatever nature arising under or in connection with the Guaranty Agreement.

Section 2. Governing Law. This Termination and Release of Guaranty Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

[Signatures Appear on the Following Page]

Dated: _____, 2015

CITY OF SAN ANTONIO

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

FEDERAL REALTY INVESTMENT TRUST,
A Maryland Real Estate Investment Trust

By:_____

Title:_____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of the CITY OF SAN ANTONIO, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2015, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

My Commission expires:_____

STATE OF MARYLAND §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of STREET RETAIL SAN ANTONIO, LP, a Delaware Limited Partnership, by and through its sole general partner, SRI San Antonio, Inc. d/b/a Street Retail San Antonio I, Inc., a Maryland corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2015, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

My Commission expires:_____

EXHIBIT A - 1
TO
TERMINATION AND RELEASE OF GUARANTY AGREEMENT

Guaranty Agreement

(Attached)

Guaranty Agreement

FOR VALUE RECEIVED, and in consideration of the agreement by CITY OF SAN ANTONIO, TEXAS ("CITY") to enter into that certain Development Agreement dated effective March 30, 2000 ("Development Agreement"), between CITY and STREET RETAIL SAN ANTONIO, LP, a Delaware limited partnership (hereinafter called "DEVELOPER"), which Development Agreement directly and materially benefits the undersigned, and for other good and valuable considerations, the undersigned, FEDERAL REALTY INVESTMENT TRUST, a Maryland Real Estate Investment Trust, whose address is 1626 E. Jefferson Street, Rockville, Maryland 20852, ATTN: Legal Department (herein called "Guarantor"), absolutely and unconditionally guarantees the prompt and punctual payment and performance of the Obligations, as hereinafter defined, of DEVELOPER as and when the same shall be due, whether by the lapse of time or otherwise, and at all times thereafter, to CITY, whose address is c/o Finance Department, 506 Dolorosa, San Antonio, Bexar County, Texas 78204, as provided herein. Payment of all amounts hereunder shall be made at the address of CITY, unless and until such address may be changed by notice given in accordance with this Guaranty Agreement.

1. Specific Guaranty of Payment and Performance.

This is a specific guaranty applicable to and, except as limited herein, guaranteeing the following agreements, undertakings and obligations of DEVELOPER under the Development Agreement (herein collectively called the "Obligations"):

A. The obligation to provide to CITY a letter of credit annually on or before October 1, in amounts specified in the Development Agreement, subject to possible abatement for certain years as therein provided. Upon each notice in writing from CITY that Developer has failed to provide a letter of credit in accordance with the terms of the Development Agreement, Guarantor shall provide the letter of credit to CITY within fifteen (15) days of Guarantor's deemed receipt (as determined in accordance with Paragraph 10 hereof) of such notice from CITY.

B. Performance, payment and undertaking all of DEVELOPER's obligations under the Development Agreement without further notice or demand of any kind within ten (10) days after notice in writing from CITY that Developer does not have or has failed to maintain a $10 million net worth requirement in accordance with the terms of the Development Agreement; Guarantor shall perform, pay and undertake all of DEVELOPER's obligations under the Development Agreement if, and only if, Developer fails to have or maintain such $10 million net worth, except as otherwise required under Paragraph A. above.

2. Guarantor to Pay Attorneys' Fees and Costs.

In addition to any other amounts which may become due hereunder, Guarantor agrees to pay to the CITY or to its successors or assigns, all reasonable attorneys' fees or court costs incurred by CITY in enforcing this Guaranty Agreement, if the Obligations are not performed or paid by Guarantor as required herein or if this Guaranty is enforced by suit or through bankruptcy court or through any judicial proceedings whatsoever, and should it be necessary to reduce the CITY's claim

to judgment, said judgment shall bear interest at the highest legal rate permitted by applicable law.

3. Waivers by Guarantor.
Guarantor waives:

1. notice of acceptance of this Guaranty Agreement and of any liability to which it applies or may apply;

2. except as hereinabove expressly provided, demand for payment, presentment for payment, notice of nonpayment, notice of default, protest, notice of protest, notice of dishonor, notice of collection, notice of intention to accelerate, notice of acceleration and any claim for lack of diligence by CITY in bringing suit against any person liable therefor;

3. marshaling of assets and liabilities;

4. all defenses given to sureties or guarantors at law or in equity other than the actual payment and performance of the Obligations and all defenses based upon questions as to the validity, legality or enforceability of the Obligations or the Development Agreement;

5. any and all rights of set-off, statutory or otherwise.

4. Primary Obligation of Guarantor.
Guarantor specifically agrees that it shall not be necessary or required as a condition to the enforcement of this Guaranty Agreement against Guarantor or any person liable hereunder to CITY, and that Guarantor shall not be entitled to require, that CITY

A. make any effort at collection of the Obligations from DEVELOPER other than delivering notice and waiting for expiration of cure periods required under Development Agreement;

B. seize, liquidate, proceed against, foreclose (whether by non-judicial, judicial, executory process or otherwise) upon or otherwise seek to realize upon any security now or hereafter existing or available for the Obligations;

C. file suit or proceed to obtain or assert a claim for personal judgment against any other party (whether maker, guarantor, endorser, surety or otherwise) liable for the Obligations; and

D. make any effort at collection of the Obligations from any such other party or exercise or assert any other right or remedy to which CITY is or may be entitled in connection with the Obligations or any security or other guaranty therefor.

5. Modification of Obligations.
Without in any way diminishing Guarantor's agreements, duties and undertakings under this

Guaranty Agreement, CITY may at any time without the consent of Guarantor, and without notice to Guarantor, upon or without any terms or conditions, and in whole or in part:

A. enter into an agreement with Developer modifying or amending the Development Agreement;

B. exercise or refrain from exercising any rights against DEVELOPER or others; and

C. settle or compromise any liabilities hereby guaranteed or hereby incurred.

6. Accounting For Payments Made by Guarantor.

Whenever Guarantor pays any sum which may become due to CITY under the terms of this Guaranty Agreement, notice in writing shall be delivered to CITY at the time of such payment and, in the absence of such notice, any sums received by CITY on account of any Obligations hereby guaranteed shall be conclusively deemed to be paid by DEVELOPER. All sums paid to CITY by Guarantor shall be applied by CITY to the Obligations according to the terms of the Development Agreement. Guarantor will not be subrogated to the rights of CITY by virtue of any payments made on behalf of DEVELOPER or otherwise. In the event that Guarantor pays any amounts or assumes any obligation of DEVELOPER under the Development Agreement, Guarantor shall be entitled pursuant to Section 11.6 of the Development Agreement to exercise the rights of DEVELOPER under the Development Agreement in connection therewith, provided that Guarantor shall indemnify, hold harmless and defend CITY from and against any claims of Developer arising from or in connection with the exercise of such rights.

7. Benefit Conferred Upon Guarantor.

Guarantor acknowledges that the execution and delivery of this Guaranty Agreement is an essential condition to CITY's agreement to the Development Agreement and all transactions therein described, and Guarantor hereby acknowledges, confirms and declares that CITY's agreement to the Development Agreement to be beneficial and valuable to Guarantor.

8. Continuation of Guaranty.

This instrument is a guaranty of the Obligations and all renewals, extensions and modifications thereof, and shall not be wholly or partially satisfied or extinguished by Guarantor's partial payment or performance thereof, but shall continue in full force and effect as against the Guarantor for the full amount of the Obligations until payment in full or completed performance thereof.

9. Complete Agreement.

The parties hereto expressly acknowledge and agree that, with regard to the subject matter of this Guaranty Agreement, and the transactions contemplated herein, there are no oral agreements between the parties hereto. This Guaranty Agreement embodies the final and complete agreement between the parties and supersedes all prior and contemporaneous negotiations, offers, proposals, agreements, commitments, promises, acts, conduct, course of dealing, representations, statements, assurances and understandings, whether verbal or written.

10. Notices.

Any notice required or permitted to be given hereunder by one party to another shall be in writing and it shall be given and shall be deemed to have been served and given if (a) delivered in person to the address set forth below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid, certified or registered mail return receipt requested, properly addressed to such party at the address hereinafter specified; (c) transmitted by telegram or by telecopy (with the original to be sent the same day by nationally recognized overnight delivery service); or (d) deposited into the custody of a nationally recognized overnight delivery service, such as Federal Express Corporation, addressed to such party at the address herein specified. Any notice mailed in the above manner shall be deemed effective three (3) days after its deposit into the custody of the U.S. postal service or one (1) business day after deposit with such nationally recognized overnight delivery service, as applicable, if marked for delivery the next day; all other notices shall be effective upon receipt. The addresses of the parties for notices under this Guaranty Agreement and for all notices hereunder shall be as stated on page 1 of this Guaranty Agreement.

11. Governing Law:

THIS GUARANTY AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPALS OF CONFLICTS OF LAW).

12. Waiver:

No failure or delay of CITY in exercising any power or right under this Guaranty Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right of power, preclude any other or future exercise thereof or the exercise of any other right or power by CITY.

13. Assignment and Assumption:

(a) Guarantor shall not be entitled to assign, transfer, convey or give away or otherwise alienate (collectively a "Transfer") its interest in this Guaranty without the prior written consent of the City which shall not be unreasonably withheld, conditioned or delayed, provided, however, City's consent shall not be required if such transferee shall then have a net worth of at least One Hundred Million Dollars ($100,000,000) ("Permitted Transferee"). Guarantor shall be released from all liabilities and obligations under this Guaranty arising from and after but shall remain liable for obligations arising prior to: (i) the effective date of any Transfer approved by City; (ii) the effective date of a Transfer to any Permitted Transferee; or (iii) upon a determination by City that the Developer (or any permitted assignee thereof) is a Permitted Transferee.

(b) Any request for approval of a Transfer or confirmation of release upon a Transfer to a Permitted Transferee shall be submitted to City together with such information as City may reasonably require in order to determine whether to grant its consent to a proposed transferee or to determine if a transferee or the Developer is a Permitted Transferee. Within thirty (30) days after City's receipt of the foregoing information, City shall advise Developer of approval or disapproval of the requested Transfer or of a transferee's status as a Permitted Transferee, and if City disapproves, City shall specify the reasons for such disapproval. If City approves a Transfer or the status of a transferee as a Permitted Transferee, City, Developer and transferee shall negotiate

diligently and in good faith the documentation required pursuant to Paragraphs 13(c) and 13(d).

(c) Upon any Transfer by Guarantor or any substitution of a Permitted Transferee for Guarantor, Guarantor shall execute a general release, in form reasonably satisfactory to City, of any and all claims against City and its representatives, managers, employees, elective officials, and agents, including, without limitation, claims arising under the Guaranty and federal, state and local laws, rules and ordinances. In addition, the transferee or replacement guarantor shall enter into a written agreement, in form reasonably satisfactory to City, assuming full liability for and agreeing to perform from the date of the transfer or substitution, all obligations, covenants and agreements contained in this Guaranty to be performed by Guarantor.

(d) Guarantor shall remain liable for all of the obligations to City under this Guaranty arising prior to the effective date of the Transfer or substitution of Guarantor and shall be released from any and all liabilities, obligations, covenants and agreements arising from and after the effective date thereof. Guarantor and City shall execute any and all instruments reasonably requested by City and/or Guarantor to evidence the foregoing.

14. Termination. This Guaranty will terminate upon the earlier to occur of

(a) the full performance of the obligations of Developer under the Development Agreement;

(b) the full performance by Guarantor of the Obligations; or

(c) upon a transfer by Developer of its rights, duties and obligations under the Development Agreement to a transferee with a net worth of at least Twenty Million Dollars (US$20,000,000.00) upon the terms and conditions set forth in Section 17.19.3 and Section 17.19.6 of the Development Agreement.

EXECUTED to be effective as of this 30 day of March, 2000.

GUARANTOR:

FEDERAL REALTY INVESTMENT TRUST, a Maryland Real Estate Investment Trust

BY: _____

NAME: Donald C Wood

TITLE: Senior Vice President • Chief Operating Officer

THE STATE OF Maryland §

COUNTY OF Montgomery §

This instrument was acknowledged before me, the undersigned authority, by Donald C Ward, Sr VP & Chief Operating Officer of FEDERAL REALTY INVESTMENT TRUST, a Maryland Real Estate Investment Trust, on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of May, 2000.

[seal]

CALDONA TULHEL

Notary Public in and for
The State of [redacted]