

## EXCHANGE AGREEMENT

This Exchange Agreement (this “**Agreement**”), is made by and between **H.E. San Antonio I, L.L.C. (“Hyatt”)**, a Delaware limited liability company, and the **City of San Antonio (“COSA”)**, a Texas municipal corporation, effective as of the Effective Date set forth below.

### I. Background

A. COSA and Hyatt enter into this Agreement pursuant to which the Parties will transfer, terminate, grant, convey and establish certain real estate-related interests (the “**Transaction**”) in connection with the Hotel.

B. The property interests subject to this Agreement are roughly depicted on **Attachment 1** attached hereto.

C. The Parties agree to enter into this Agreement and to perform the Transaction in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### II. Definitions

The following definitions shall apply to the Transaction.

“**Approvals**” means all approvals required for the parties to enter into and close the Transaction under applicable law, regulation or ordinance, including approval of the COSA City Council.

“**Atrium**” means that certain portion of the area located on the Riverwalk level of the Hotel footprint that serves as a pass-through from the Riverwalk to the Lower Paseo. Prior to the Closing, the Atrium is owned in fee by COSA and ground leased to Hyatt. Following the Closing, the Atrium will be owned in fee by Hyatt.

“**Atrium Lease Documents**” means all documents that provide for the lease of the Atrium to Hyatt, maintenance of the Atrium (including maintenance of the water feature by COSA), pedestrian access through the Atrium, and maintenance of the Lower Paseo by COSA.

“**Biergarten Space**” means the interior space located on the Riverwalk level (with the Hotel parking garage above and to the North and the Lower Paseo to the South) that was previously operated as a food and beverage outlet. A portion of the Biergarten Space falls within the footprint of the Hotel parking garage and shares both an elevator and utility connections with the Hotel parking garage.

“**Closing**” means the consummation of the Transaction which shall occur through an escrow closing with the Title Company on the Closing Date.

**“Closing Date”** means the date when COSA and Hyatt agree that all Definitive Agreements have been approved by the Parties, and all Approvals have been procured. The Parties anticipate that the Closing will occur within ten (10) days following Approval of the COSA City Council.

**“Definitive Agreements”** means those agreements which are attached to this Agreement and required for the Transaction in final form when approved by COSA and Hyatt, and any other documents, instruments or agreements which may be reasonably required by either Party for the Transaction.

**“Effective Date”** means the date when the last of COSA and Hyatt have executed this Agreement.

**“Hotel”** means that certain hotel and parking garage facilities located at 110 and 123 Losoya Street, San Antonio, Texas 78205, and commonly known as the Hyatt Regency San Antonio Riverwalk.

**“Ingress/Egress Easement”** means that certain easement created by the Atrium Lease Documents allowing pedestrian access through a portion of the Hotel (adjacent to the Atrium) on the Riverwalk level.

**“Lower Paseo”** means that portion of the Paseo del Alamo that runs from the eastern wall of the Atrium to the Alamo. The Lower Paseo is owned in fee by COSA, and subject to certain rights held by Hyatt.

**“Non-Disturbance Easements”** means those certain areas of the Riverwalk and the Lower Paseo which are subject to certain non-disturbance rights in favor of Hyatt as outlined in the Atrium Lease Documents.

**“Party”** or **“Parties”** shall mean individually COSA or Hyatt and collectively COSA and Hyatt.

**“Patio Lease”** means that certain lease of a portion of the Lower Paseo from COSA to Hyatt that has previously been used for patio seating for the food and beverage operation in the Biergarten Space.

**“Title Company”** means First American Title Insurance Company.

### III. Agreements

In connection with the Transaction, at Closing, unless another date or time period is specified below, the Parties agree to cause the following to occur:

A. Termination of Atrium Lease Documents, Non-Disturbance Easements, Ingress/Egress Easement, and Patio Lease. City and Hyatt agree to cause the termination of the following:

1. The Atrium Lease Documents (inclusive of the Non-Disturbance Easements) by a Termination of Lease and Release Agreement (the **“Termination of Atrium Lease”**) substantially in the form attached hereto as **Exhibit A-1**, which will release and terminate the Atrium Lease

Documents (inclusive of the Non-Disturbance Easements).

2. The Ingress/Egress Easement by a Release of Easement and Quitclaim (the “**Easement Release**”) substantially in the form attached hereto as **Exhibit A-2**, which will release and terminate the Ingress/Egress Easement. The Ingress/Egress Easement is further described and conveyed by the Special Warranty Deed set forth below.

3. The Patio Lease by a Termination of Lease and Release Agreement (Paseo del Alamo) (the “**Patio Lease Termination**”) substantially in the form attached hereto as **Exhibit A-3**, which will release and terminate the Patio Lease.

B. Conveyance of Atrium. City agrees to convey the Atrium to Hyatt, in fee simple, by a Special Warranty Deed (the “**Special Warranty Deed**”) substantially in the form attached hereto as **Exhibit B**, which will convey fee simple title to the Atrium to Hyatt, subject only to the matters reflected in the Special Warranty Deed. The parties hereto agree that the legal description of the property in the Special Warranty Deed shall be identical to the metes and bounds description (though not subject to any elevation restrictions) for the .2393 acre Air Rights Tract found in the deed from COSA to San Antonio 2000, LTD., recorded in Volume 4928 Page 1649 of the real property records of Bexar County, Texas, save and except any portion of such tract which overlaps with the .0759 acre tract of land conveyed by Hyatt to COSA pursuant to a deed recorded in Volume 15230 Page 543 of the real property records of Bexar County, Texas. It is the intent of the parties that City shall retain ownership of such .0759 acre tract of land.

C. Creation of Access Easement. Hyatt agrees to establish a pedestrian access easement in accordance with a pedestrian access easement (the “**Non-Exclusive Easement**”) substantially in the form attached hereto as **Exhibit C** to allow pedestrian access from the Riverwalk to the Lower Paseo through the Atrium, subject to Hyatt’s reasonable rules, restrictions and regulations.

D. Agreements Relating to the Biergarten Space. City and Hyatt agree to enter into a License, Access and Utility Agreement (the “**License**”) substantially in the form attached hereto as **Exhibit D**, which will grant City the non-exclusive right to enter and use the space described therein, on the terms and conditions set forth in the License. The parties have come to agreement in concept on all issues related to this License, have a draft form of the License and agree to finalize the form of the License prior to closing.

E. Payment. For and in consideration of the Transaction, Hyatt agrees to pay City at Closing the sum of \$630,000.00, which sum represents the Market Value (as defined under the Uniform Standards of Professional Appraisal Practice) of the Atrium, as determined by appraisal prepared by Valbridge Property Advisors, subject to adjustments and offsets for the other portions of the Transaction which the Parties have approved.

G. Covenants. The Parties agree the forms of Definitive Documents attached hereto are final. The Parties shall work together to have the Definitive Documents executed, acknowledged and delivered at the Closing and recorded as applicable. The Parties shall work together in good faith to (i) expeditiously obtain all Approvals, including, without limitation, bringing the Transaction to the COSA City Council (and any other boards and commissions having jurisdiction over the

Transaction) for approval and (ii) proceed to Closing promptly upon the receipt of all Approvals. The Parties will coordinate and cooperate with one another and provide such information related to the Transaction as may be reasonably necessary for the Transaction.

H. Title Policy. Any Party who wishes to obtain a commitment for owner policy of title insurance or an owner policy of title insurance, may, at its expense, procure such commitment or owner policy from the Title Company.

I. Closing. At such time as all Approvals shall have been procured, COSA and Hyatt shall coordinate with one another to select a Closing Date, time being of the essence. The Parties anticipate that the Closing will occur within ten (10) days following the Approval of COSA City Council. At the Closing, the Parties will execute, acknowledge, deliver and exchange originals of all the Definitive Agreements and any other documents necessary to effectuate the Transaction and shall jointly authorize the Title Company to record, where so required, the Definitive Agreements.

1. There shall be no proration of ad valorem real estate taxes at Closing. For the avoidance of doubt, Hyatt shall have no obligation or liability for any taxes, including, without limitation, ad valorem real estate taxes, payable on the fee interest in the Atrium for the period prior to the Closing.

2. Each Party shall bear one-half (1/2) of the following: (a) any recording fees, (b) any Title Company escrow fees, and (c) the appraisal costs. If a Party shall elect to procure an owner policy of title insurance such Party shall bear the cost thereof. Each Party shall pay its own attorneys' fees. All other costs, charges and expenses incurred in connection with the Closing shall be allocated between Hyatt and COSA as specified in this Agreement, or absent such specification, in accordance with the customary practices in San Antonio, Bexar County, Texas.

#### IV. Miscellaneous

A. Headings. Headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

B. Incorporation of Background. The Background clauses set forth above are incorporated into the terms of this Agreement, as if fully set forth herein, and they are intended to be used to construe the terms of this Agreement.

C. Savings Clause. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

D. Entire Agreement. This Agreement merges all prior negotiations and understandings between the Parties and constitutes the entire agreement between the Parties. There are no oral agreements.

E. No Third-Party Rights. This Agreement is for the sole benefit of the Parties hereto and nothing herein shall create, give, or be construed to give any third party any legal or equitable claim or right of action. There are no third-party beneficiaries to the Agreement. The provisions hereof shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

F. No Broker. Each of the Parties represents and warrants to one another that it has not engaged the services of a broker in connection with this transaction and shall be solely responsible for any claim by any broker or other person claiming a commission, finder's fee or related compensation as a result of this Agreement and to the extent that either Party is shown to have been responsible for the creation of such claim.

G. Further Assurances. The Parties will do, execute, and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other may reasonably request for the purpose of giving effect to the Agreement and the Transaction.

H. Jurisdiction; Venue. This Agreement and any amendments thereto shall be governed by Texas law and shall be governed by the internal laws and regulations of the State of Texas. Venue shall lie exclusively in Bexar County, Texas.

I. Notice. Except as otherwise required by law, any notice, request, direction, demand, consent, approval, expense, waiver, or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person; or (b) by certified mail, postage prepaid, and addressed to the Parties at the addresses stated below, or at such other address as either Party may hereafter notify the other in writing as aforementioned:

**COSA:**

City of San Antonio  
Attn: Lori Houston  
City Hall 100 Military Plaza  
San Antonio, TX 78205  
Email: [Lori.Houston@sanantonio.gov](mailto:Lori.Houston@sanantonio.gov)

**With a Copy to:**

City of San Antonio  
Attn: John Stevens  
City Hall 100 Military Plaza  
San Antonio, TX 78205  
Email: [john.stevens3@sanantonio.gov](mailto:john.stevens3@sanantonio.gov)

**Hyatt:**

Hyatt Regency San Antonio  
c/o H.E. San Antonio I, L.L.C.  
(collectively with any affiliates, "Hyatt")  
Attn: James Francque and Michele Haynes  
123 Losoya Street  
San Antonio, TX 78205  
Email: [james.francque@hyatt.com](mailto:james.francque@hyatt.com)  
[michele.haynes@hyatt.com](mailto:michele.haynes@hyatt.com)

**With a Copy to:**

Martin & Drought, P.C.  
Attn: S. Carl Friedsam and Carter Scharmen  
112 E. Pecan, Suite 1616  
San Antonio, Texas 78205  
Email: [scfriedsam@mdtlaw.com](mailto:scfriedsam@mdtlaw.com)  
[fburney@mdtlaw.com](mailto:fburney@mdtlaw.com)  
[cscharmen@mdtlaw.com](mailto:cscharmen@mdtlaw.com)

Kelsey D. Shulan  
Corporate Counsel

Latham & Watkins LLP  
Attn: Rachel Bates and Margaret Linkous

150 North Riverside Plaza, Chicago, IL 60606  
Email: [kelsey.shulan@hyatt.com](mailto:kelsey.shulan@hyatt.com)

330 North Wabash Avenue, Suite 2800 |  
Chicago, IL 60611  
Email: [rachel.bates@lw.com](mailto:rachel.bates@lw.com)  
[margaret.linkous@lw.com](mailto:margaret.linkous@lw.com)

**TITLE COMPANY:**

First American Title Insurance Company  
200 W Madison Street, Suite 800  
Chicago, IL 60606  
Email: [mmazza@firstam.com](mailto:mmazza@firstam.com)

A Party may change its address by giving written notice to the other Party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery, or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these timeframes, weekends and federal, state, religious, Bexar County, or COSA holidays shall be excluded. No communication via electronic mail shall be effective to give any such notice or other communication hereunder.

J. Confidential. Except as required by applicable law, the terms of this Agreement and the Transaction will be kept strictly confidential by both Parties; provided, however, that either Party may disclose such terms to its employees, officers, shareholders, financial advisors, consultants, partners, lenders, potential and current investors or purchasers, attorneys, or other third parties on a “need to know” basis.

K. List of Exhibits.

“Termination of Atrium Lease”	-	<u>Exhibit A-1</u>
“Easement Release”	-	<u>Exhibit A-2</u>
“Patio Lease Termination”	-	<u>Exhibit A-3</u>
“Special Warranty Deed”	-	<u>Exhibit B</u>
“Non-Exclusive Easement”	-	<u>Exhibit C</u>
“License”	-	<u>Exhibit D</u>

**IN WITNESS WHEREOF**, the parties hereto have caused this to be duly executed as of the Effective Date of the Agreement.

[The balance of this page intentionally left blank. Signatures appear on the following pages.]

SIGNATURE PAGE

**CITY:**

CITY OF SAN ANTONIO,  
a Texas municipal corporation

By: \_\_\_\_\_  
John Stevens, Assistant Director of  
Center City Development and Operations

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

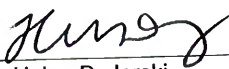
Date of Execution:

\_\_\_\_\_

SIGNATURE PAGE

Hyatt:

H.E. SAN ANTONIO I, L.L.C.,  
a Delaware limited liability company

By:   
Name: Helen D. Jorski  
Title: Vice President & Treasurer

Date of Execution:

3/19/24



**“Termination of Atrium Lease” - Exhibit A-1**

## TERMINATION OF LEASE AND RELEASE AGREEMENT

This Termination of Lease and Release Agreement (this “**Agreement**”) is executed between the **City of San Antonio**, a Texas municipal corporation (“**City**”), acting by and through its duly authorized City Manager, pursuant to Ordinance No. \_\_\_\_\_, adopted by the City Council of the City of San Antonio, \_\_\_\_\_, 2024, whose mailing address is City Hall, 100 Military Plaza San Antonio, Texas 78205, and **H.E. San Antonio I, L.L.C.**, a Delaware limited liability company (the “**Lessee**”), whose mailing address is 150 North Riverside Plaza, Chicago, Illinois 60606 (each a “**Party**” and collectively, the “**Parties**”). This Agreement is executed effective \_\_\_\_\_, 2024 (the “**Effective Date**”).

### I. Background

A. On August 23, 1990, City and **San Antonio 2000, Ltd.**, a Texas limited partnership (the “**Prior Lessee**”), executed a Non-Exclusive Lease Agreement (the “**Original Lease**”), as amended June 12, 1997, by City and Prior Lessee pursuant to a 1st Amendment to Lease Agreement (the “**First Amendment**”), as amended May 17, 2007, by City and Prior Lessee pursuant to a 2nd Amendment to Lease Agreement (the “**Second Amendment**”), as amended March 3, 2011, by City and Lessee (as successor to Prior Lessee) pursuant to a 3rd Amendment to Lease Agreement (the “**Third Amendment**”). The Original Lease, as amended by the First Amendment, the Second Amendment and the Third Amendment, is hereafter referred to as the “**Lease**”.

B. City and Lessee have agreed to terminate the Lease, and to release one another from any and all claims or liability arising from or in connection with the Lease.

### II. Agreements

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Termination of the Lease. The Parties hereby terminate the Lease and declare the Lease null, void and of no further force and effect whatsoever, and any and all rights and obligations of Lessee or Lessor under or pursuant to the Lease are null, void and of no further force and effect whatsoever.
2. Termination of Non-Disturbance Easements. City and Lessee each expressly acknowledges that the termination of the Lease as provided herein shall terminate the Non-Disturbance Easements in favor of Lessee as set forth in the Original Lease and the Non-Disturbance Easements shall no longer be of any force or effect.
3. Mutual Release. Each Party (as a “**Releasing Party**”) hereby releases the other Party (as a “**Released Party**”), from any and all debts, claims, charges, complaints, suits, causes of actions and damages of any nature whatsoever, now accrued or which hereafter may accrue, whether known or unknown, asserted or unasserted, whether arising from common law, federal, state, or local statute or ordinance, and whether arising by contract, or in tort, arising from or in connection with the Lease. Further, each Releasing Party hereto waives any and all claims, rights and benefits it may have under any law of any jurisdiction that would render ineffective any foregoing provision of this Agreement in respect of any claim that the Releasing Party does not know or suspect to exist in its favor at the time of executing this Agreement and that, if known by it, would have materially affected its execution of this Agreement. Each Party acknowledges that it has been represented by independent legal counsel of its choice in connection with the execution of this Agreement, and that it and its counsel have had an adequate opportunity to make whatever investigation or inquiry they deem necessary or desirable in connection with the releases contained in this Agreement. No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party or Parties making the waiver.
4. Voluntary Agreement. Each Party represents to the other Party that they enter into this Agreement voluntarily, without coercion, with full knowledge of the terms and conditions hereof, and that no promises, agreements or representations, whether express or implied, have been made in connection with this Agreement, nor have any

promises, agreements or representations, whether express or implied, been relied on by either Party in executing this Agreement, except as expressly set forth herein.

5. No Admission of Liability. The termination of the Lease and the mutual release above shall not be used or construed as an admission of liability or wrongdoing by any Party or Parties for any purpose and may not be used as such in any matter in any legal proceedings. Further, by this Agreement, no admission of any wrongful action or inaction on the part of any such person is expressly or impliedly admitted.

6. Execution in Counterparts. This Agreement may be executed in counterparts, one by each Party, with the same effect as if each Party had executed the same document.

7. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or but its severance from this Agreement.

8. Construction. This Agreement shall not be construed against the Party or its representative who drafted it or any portion of it. The captions of the sections of this Agreement are for reference only, and are not to be construed in any way as a part of this Agreement. No partial invalidity of this Agreement shall affect the remainder, which remainder shall continue with full force and effect, the invalid portion being severed.

9. Governing Law. This Agreement shall be interpreted, construed, governed, and enforced under and pursuant to the laws of the State of Texas, excluding its principles governing conflicts of law.

10. Waivers. No waiver of the provisions of this Agreement shall be effective unless in writing and signed by the Party to be charge with such waiver. No waiver shall be deemed to be a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly stated so in writing.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement as of the Effective Date.

*[Signature Pages Follow]*

**SIGNATURE PAGE TO  
TERMINATION OF LEASE AND RELEASE AGREEMENT**

**City of San Antonio,**  
a Texas municipal corporation

By: \_\_\_\_\_  
John Stevens, Assistant Director of Center City  
Development and Operations

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024  
John Stevens, Assistant Director of Center City Development and Operations, of the City of San Antonio,  
a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

**SIGNATURE PAGE TO  
TERMINATION OF LEASE AND RELEASE AGREEMENT**

**H.E. San Antonio I, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, the \_\_\_\_\_ of H.E. San Antonio I, L.L.C., a Delaware limited  
liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**“Easement Release”**

- **Exhibit A-2**

**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.**

**RELEASE OF EASEMENT AND QUITCLAIM**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF BEXAR

§

THAT the **City of San Antonio**, a Texas municipal corporation ("**Grantor**"), whose mailing address is City Hall, 100 Military Plaza San Antonio, Texas 78205, acting by and through its duly authorized City Manager, pursuant to Ordinance No. \_\_\_\_\_, adopted by the City Council of the City of San Antonio, \_\_\_\_\_, 2024, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid in hand, the receipt and sufficiency of which is hereby acknowledged, by **H.E. San Antonio I, L.L.C.**, a Delaware limited liability company (the "**Grantee**"), whose mailing address is 150 North Riverside Plaza, Chicago, Illinois 60606, does RELEASE, TERMINATE and DECLARE NULL, VOID AND OF NO FURTHER FORCE AND EFFECT WHATSOEVER, the easement reserved to Grantor for Grantor and the public in the Deed from Grantor to Grantee, dated October 16, 1990, recorded on October 17, 1990, in Volume 4928, Page 1649, Official Public Records, Bexar County, Texas.

For the same consideration, Grantor QUITCLAIMS and RELEASES to Grantee all of Grantor's right, title, and interest in and to that certain land situated in Bexar County, Texas, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference for all purposes (the "**Property**"), to have and to hold it to Grantee and Grantee's successors, and assigns forever. Neither Grantor nor Grantor's successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

*[Signature Page Follows]*

This instrument is executed on \_\_\_\_\_, 2024.

**GRANTOR:**

**City of San Antonio,**  
a Texas municipal corporation

By: \_\_\_\_\_  
John Stevens, Assistant Director of Center City  
Development and Operations

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by John Stevens, Assistant Director of Center City Development and Operations, of the City of San  
Antonio, a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

*Release and Quitclaim*



## **EXHIBIT A**

### **Legal Description of the Property**

BEING 0.0265 ACRES OF LAND (1154.34 SQUARE FOOT), MORE OR LESS, SITUATED IN BEXAR COUNTY, TEXAS IN THE CITY OF SAN ANTONIO, AND BEING PART OR PORTION OF LOT 20, A 1.195 ACRE (52062.74 SQUARE FEET) TRACT OF LAND OUT OF BLOCK 23, NCB 416, LOSOYA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9300, PAGE 172, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS SAID 0.0265 ACRES OF LAND, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THIS TRACT, WHICH BEARS S 03° 04' 00" E, 172.75 FEET, S 86° 56' 00" W, 34.06 FEET, N 03° 04' 00" W, 4.00 FEET FROM THE SOUTHWEST INTERSECTION OF COLLEGE STREET (A 60 FOOT DEDICATED RIGHT OF WAY) AND LOSOYA STREET (A 60 FOOT DEDICATED RIGHT OF WAY);

THENCE S 86° 56' 00" W, 14.20 FEET TO A CORNER OF THIS TRACT;

THENCE N 03° 04' 00" W, 9.97 FEET TO A CORNER OF THIS TRACT;

THENCE S 86° 56' 00" W, 34.00 FEET TO A CORNER OF THIS TRACT;

THENCE S 03° 04' 00" E, 7.50 FEET TO A CORNER OF THIS TRACT;

THENCE S 86° 56' 00" W, 43.50 FEET TO A CORNER OF THIS TRACT;

THENCE N 03° 04' 00" W, 5.93 FEET TO A CORNER OF THIS TRACT;

THENCE N 86° 56' 00" E, 35.97 FEET TO A CORNER OF THIS TRACT;

THENCE N 03° 04' 00" W, 14.90 FEET TO A CORNER OF THIS TRACT;

THENCE N 86° 56' 00" E, 55.73 FEET TO A CORNER OF THIS TRACT;

THENCE S 03° 04' 00" E, 23.30 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.0265 (1154.34 SQUARE FEET) OF LAND, MORE OR LESS.

**“Patio Lease Termination” - Exhibit A-3**

## TERMINATION OF LEASE AND RELEASE AGREEMENT (PASEO DEL ALAMO)

This Termination of Lease and Release Agreement (this “**Agreement**”) is executed between the **City of San Antonio**, a Texas municipal corporation (“**City**”), acting by and through its duly authorized City Manager, pursuant to Ordinance No. \_\_\_\_\_, adopted by the City Council of the City of San Antonio, \_\_\_\_\_, 2024, whose mailing address is City Hall, 100 Military Plaza San Antonio, Texas 78205, and **H.E. San Antonio I, L.L.C.**, a Delaware limited liability company (the “**Lessee**”), whose mailing address is 150 North Riverside Plaza, Chicago, Illinois 60606, and **Alamo Trust, Inc.**, a Texas non-profit corporation (“**ATT**”), whose mailing address is \_\_\_\_\_ San Antonio, Texas \_\_\_\_\_ (each a “**Party**” and collectively, the “**Parties**”). This Agreement is executed effective \_\_\_\_\_, 2024 (the “**Effective Date**”).

### I. Background

A. On December 16, 1999, City and **San Antonio 2000, Ltd.**, a Texas limited partnership (the “**Prior Lessee**”), executed a Paseo Del Alamo Riverwalk San Antonio 2000 Ltd. Lease Agreement (the “**Original Lease**”), as amended September, 2009, by City and Prior Lessee (the “**Extension**”), as assigned in 2020 by City to ATI assigning City’s interest in the Original Lease (the “**City Assignment**”). The Original Lease, as amended by the Extension and the City Assignment, is hereafter referred to as the “**Lease**”.

B. City, ATI, and Lessee have agreed to terminate the Lease, and to release one another from any and all claims or liability arising from or in connection with the Lease.

### II. Agreements

NOW THEREFORE, in consideration of the mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Termination of the Lease. The Parties hereby terminate the Lease and declare the Lease null, void and of no further force and effect whatsoever, and any and all rights and obligations of Lessee or City under or pursuant to the Lease are null, void and of no further force and effect whatsoever.

2. Mutual Release. Each Party (as a “**Releasing Party**”), hereby releases the other Party (as a “**Released Party**”), from any and all debts, claims, charges, complaints, suits, causes of actions and damages of any nature whatsoever, now accrued or which hereafter may accrue, whether known or unknown, asserted or unasserted, whether arising from common law, federal, state, or local statute or ordinance, and whether arising by contract, or in tort, arising from or in connection with the Lease. Further, each Releasing Party hereto waives any and all claims, rights and benefits it may have under any law of any jurisdiction that would render ineffective any foregoing provision of this Agreement in respect of any claim that the Releasing Party does not know or suspect to exist in its favor at the time of executing this Agreement and that, if known by it, would have materially affected its execution of this Agreement. Each Party acknowledges that it has been represented by independent legal counsel of its choice in connection with the execution of this Agreement, and that it and its counsel have had an adequate opportunity to make whatever investigation or inquiry they deem necessary or desirable in connection with the releases contained in this Agreement. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party or parties making the waiver.

3. Voluntary Agreement. Each Party represents to the other Party that they enter into this Agreement voluntarily, without coercion, with full knowledge of the terms and conditions hereof, and that no promises, agreements or representations, whether express or implied, have been made in connection with this Agreement, nor have any promises, agreements or representations, whether express or implied, been relied on by either Party in executing this Agreement, except as expressly set forth herein.

4. No Admission of Liability. The termination of the Lease and the mutual release above shall not be used or construed as an admission of liability or wrongdoing by any Party or Parties for any purpose and may not be used as such in any matter in any legal proceedings. Further, by this Agreement, no admission of any wrongful action or inaction on the part of any such person is expressly or impliedly admitted.

5. Execution in Counterparts. This Agreement may be executed in counterparts, one by each Party, with the same effect as if each Party had executed the same document.

6. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or but its severance from this Agreement.

7. Construction. This Agreement shall not be construed against the Party or its representative who drafted it or any portion of it. The captions of the sections of this Agreement are for reference only, and are not to be construed in any way as a part of this Agreement. No partial invalidity of this Agreement shall affect the remainder, which remainder shall continue with full force and effect, the invalid portion being severed.

8. Governing Law. This Agreement shall be interpreted, construed, governed, and enforced under and pursuant to the laws of the State of Texas, excluding its principles governing conflicts of law.

8. Waivers. No waiver of the provisions of this Agreement shall be effective unless in writing and signed by the Party to be charge with such waiver. No waiver shall be deemed to be a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly stated so in writing.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement as of the Effective Date.

*[Signature Pages Follow]*

**SIGNATURE PAGE TO  
TERMINATION OF LEASE AND RELEASE AGREEMENT**

**City of San Antonio,**  
a Texas municipal corporation

By: \_\_\_\_\_  
John Stevens, Assistant Director of Center City  
Development and Operations

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by John Stevens, Assistant Director of Center City Development and Operations, of the City of San  
Antonio, a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

**SIGNATURE PAGE TO  
TERMINATION OF LEASE AND RELEASE AGREEMENT**

**H.E. San Antonio I, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, the \_\_\_\_\_ of H.E. San Antonio I, L.L.C., a Delaware limited  
liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**SIGNATURE PAGE TO  
TERMINATION OF LEASE AND RELEASE AGREEMENT**

**Alamo Trust, Inc.,**  
a Texas non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, the \_\_\_\_\_ of Alamo Trust, Inc., a Texas non-profit  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**“Special Warranty Deed” - Exhibit B**



**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**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF BEXAR

§

THAT the **City of San Antonio**, a Texas municipal corporation ("**Grantor**"), whose mailing address is City Hall, 100 Military Plaza San Antonio, Texas 78205, acting by and through its duly authorized City Manager, pursuant to Ordinance No. \_\_\_\_\_, adopted by the City Council of the City of San Antonio, \_\_\_\_\_, 2024, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid in hand, the receipt and sufficiency of which is hereby acknowledged, by **H.E. San Antonio I, L.L.C.**, a Delaware limited liability company (the "**Grantee**"), whose mailing address is 150 North Riverside Plaza, Chicago, Illinois 60606, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in Bexar County, Texas, and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference for all purposes, together with all buildings and improvements, easements, appurtenances, rights, privileges, reversionary interests thereunto belonging or appurtenant to such land (collectively, the "**Property**").

This conveyance is made and accepted subject, subordinate and inferior to the matters and exceptions set forth on **Exhibit B** attached hereto and made a part hereof for all purposes (the "**Permitted Exceptions**").

Grantor expressly acknowledges that this conveyance includes the non-exclusive rights reserved to Grantor and the public for ingress and egress to the Property which were reserved in that certain Deed granted and conveyed by Grantor to Grantee's predecessor-in-interest, San Antonio 2000, Ltd., dated October 16, 1990, recorded in Volume 4928, Page 1649 of the Real Property Records of Bexar County, Texas, and said non-exclusive rights for ingress and egress reserved therein by Grantor shall merge with the Property herein conveyed, and shall no longer be of any force or effect whatsoever as if said non-exclusive rights for ingress and egress had never been reserved nor a part of such prior deed.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Property, subject to the Permitted Exceptions, unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise and subject, however, to the Permitted Exceptions.

[Signature Page Follows]

This instrument is executed on \_\_\_\_\_, 2024.

**GRANTOR:**

**City of San Antonio,**  
a Texas municipal corporation

By: \_\_\_\_\_  
John Stevens, Assistant Director of Center City  
Development and Operations

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by John Stevens, Assistant Director of Center City Development and Operations, of the City of San  
Antonio, a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

## **EXHIBIT A**

### **Legal Description of the Property**

BEING 0.2393 ACRES OF LAND (10423.90 SQUARE FEET), MORE OR LESS, SITUATED IN BEXAR COUNTY, TEXAS IN THE CITY OF SAN ANTONIO, AND BEING A PART OF PORTION OF LOT 20, A 1.195 ACRE (52,062.74 SQUARE FEET) TRACT OF LAND OUT OF BLOCK 23, NCB 416, LOSOYA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9300, PAGE 172, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS AND SAID 0.2393 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THIS TRACT, SAID CORNER BEING ON THE WEST RIGHT OF WAY LINE OF LOSOYA STREET (A 60 FOOT DEDICATED RIGHT OF WAY) AND BEARS S 03° 04' 00" E, 172.75 FEET FROM THE SOUTH RIGHT OF WAY LINE OF COLLEGE STREET (A 60 FOOT DEDICATED RIGHT OF WAY);

THENCE S 03° 04' 00" E, 65.43 FEET, ALONG THE WEST RIGHT OF WAY LINE OF SAID LOSOYA STREET, TO THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 86° 56' 00" W, 62.14 FEET, TO A CORNER OF THIS TRACT;

THENCE S 03° 04' 00" E, 6.73 FEET, TO A CORNER OF THIS TRACT;

THENCE S 86° 56' 00" W, 79.71 FEET, TO THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 03° 04' 00" W, 78.77 FEET, TO THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 86° 56' 00" E, 67.06 FEET, TO A CORNER OF THIS TRACT;

THENCE S 03° 04' 00" E, 2.62 FEET, TO A CORNER OF THIS TRACT;

THENCE N 86° 56' 00" E, 40.73 FEET, TO A CORNER OF THIS TRACT;

THENCE S 03° 04' 00" E, 4.00 FEET, TO A CORNER OF THIS TRACT;

THENCE N 86° 56' 00" E, 34.06 FEET, TO THE PLACE OF BEGINNING AND CONTAINING 0.2393 ACRES (10423.90 SQUARE FEET) OF LAND, MORE OR LESS.

SAVE AND EXCEPT:

BEING A 0.0759 ACRE (3307 SQUARE FEET) TRACT OF LAND OUT OF THE CITY OF SAN ANTONIO RIVER WALK PROPERTY AND THE REMAINING PORTION OF LOT 20, BLOCK 23, NEW CITY BLOCK 416, AS SHOWN ON THE SUBDIVISION PLAT FOR THE LOSOYA SUBDIVISION, RECORDED IN VOLUME 9300, PAGE 172; DEED AND PLAT RECORDS OF BEXAR COUNTY TEXAS, SAID 0.0759 ACRE TRACT ALSO BEING OUT OF TRACT 1-B AND TRACT 1- E, CONVEYED FROM SAN ANTONIO 2000, LTD TO H. E. SAN ANTONIO I, LLC BY SPECIAL WARRANTY DEED RECORDED IN VOLUME 12911, PAGE 998, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY TEXAS, SAID 0.0759 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NORTH AMERICAN DATUM OF 1983, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH-CENTRAL ZONE (4204):

COMMENCING AT A FOUND MAG NAIL AT A COMMON CORNER OF SAID LOT 20, TRACT 1-B, AND CITY OF SAN ANTONIO RIVER WALK PROPERTY, SAID CORNER BEING NORTH 33°12'11" WEST (NORTH 03°04'00" WEST- RECORD), A DISTANCE OF 18.90 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 20 AND TRACT 1-B, THENCE, SOUTH 86°47'49" WEST (SOUTH 86°56'00" WEST-RECORD), ALONG THE COMMON LINE OF SAID LOT 20, TRACT 1-B, AND CITY OF SAN ANTONIO RIVER WALK PROPERTY, A DISTANCE OF 1.60 FEET TO A COMMON CORNER OF SAID LOT 20, CITY OF SAN ANTONIO RIVER WALK PROPERTY, AND TRACT 1-B, THENCE NORTH 19°17'58" EAST, DEPARTING SAID COMMON LINE, INTO AND ACROSS SAID TRACT 1-B AND LOT 20, A DISTANCE OF 0.11 FEET TO A CORNER OF ROCK WALL, FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE; CONTINUING ACROSS SAID TRACT 1-B, LOT 20, AND ALONG EDGE OF SAID ROCK WALL, THE FOLLOWING TWO (2) CALLS:

NORTH 79°46'32" EAST, A DISTANCE OF 1.68 FEET TO AN INTERIOR CORNER OF SAID ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

SOUTH 02°50'59" EAST, A DISTANCE OF 12.19 FEET TO A CORNER OF WALL, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; SOUTH 83°47'56" WEST, CONTINUING ACROSS SAID TRACT 1B AND LOT 20, INTO AND ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY, A DISTANCE OF 26.74 FEET TO A POINT AT EDGE OF WATER FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; CONTINUING ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY AND ALONG THE EDGE OF WATER OF THE SAN ANTONIO RIVER, THE FOLLOWING SEVEN (7) CALLS:

NORTH 08°29'34" WEST, A DISTANCE OF 5.29 FEET TO A POINT AT EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

NORTH 64°36'46" WEST, A DISTANCE OF 0.75 FEET TO A POINT AT EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

NORTH 06°55'59" WEST, A DISTANCE OF 3.72 FEET TO A POINT AT EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

NORTH 40°40'09" EAST, A DISTANCE OF 0.69 FEET TO A POINT AT EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

NORTH 11°47'22" WEST, A DISTANCE OF 19.91 FEET TO A POINT AT EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

NORTH 86°03'04" WEST, A DISTANCE OF 0.66 FEET TO A POINT AT EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

NORTH 04°47'37" WEST, A DISTANCE OF 4.37 FEET TO A POINT AT EDGE OF WATER AND EDGE OF CONCRETE SIDEWALK, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; CONTINUING ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY AND ALONG THE EDGE OF SAID CONCRETE SIDEWALK AND EDGE OF WATER OF THE SAN ANTONIO RIVER, THE FOLLOWING TWO (2) CALLS:

SOUTH 72°09'11" WEST, A DISTANCE OF 0.18 FEET TO A POINT AT EDGE OF WATER AND EDGE OF CONCRETE SIDEWALK AT A NON-TANGENT POINT OF CURVATURE OF A CURVE TO THE RIGHT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 39.02 FEET, WITH A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 06°07'32", AND A CHORD BEARING AND DISTANCE OF NORTH 13°38'23" WEST, 39.00 FEET TO A NON-TANGENT POINT AT EDGE OF ROCK CHANNEL WALL AND EDGE OF WATER, SAME POINT ALSO BEING A JOINT BETWEEN SAID ROCK CHANNEL WALL AND CONCRETE WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; CONTINUING ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY AND ALONG THE EDGE OF SAID ROCK CHANNEL WALL AND EDGE OF WATER OF THE SAN ANTONIO RIVER, THE FOLLOWING THREE (3) CALLS:

NORTH 04°38'38" WEST, A DISTANCE OF 8.59 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT AT A POINT AT EDGE OF ROCK CHANNEL WALL AND EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 7.34 FEET, WITH A RADIUS OF 8.50 FEET, A CENTRAL ANGLE AT 49°29'07", AND A CHORD BEARING AND DISTANCE OF NORTH 20°05'56" EAST, 7.12 FEET TO A TANGENT POINT AT THE EDGE OF ROCK CHANNEL WALL AND EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

NORTH 44°50'29" EAST, A DISTANCE OF 13.21 FEET TO A POINT AT EDGE OF ROCK CHANNEL WALL AND EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; SOUTH 45°09'31" EAST, CONTINUING ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY AND ALONG A JOINT BETWEEN EDGE OF CONCRETE AND ROCK CHANNEL WALL, A DISTANCE OF 0.48 FEET TO A POINT AT JOINT BETWEEN EDGE OF CONCRETE AND ROCK CHANNEL WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; NORTH 45°07'39" EAST, CONTINUING ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY, GENERALLY ALONG THE EDGE OF CONCRETE CHANNEL WALL, EDGE OF WATER OF SAN ANTONIO RIVER, AND EDGE OF CONCRETE DECK OF A PEDESTRIAN BRIDGE, A DISTANCE OF 13.24 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT AT THE EDGE OF CONCRETE CHANNEL WALL AND EDGE OF WATER OF A WATER FEATURE, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; CONTINUING ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY AND ALONG THE EDGE OF CONCRETE CHANNEL WALL AND EDGE OF WATER OF SAID WATER FEATURE, THE FOLLOWING THREE (3) CALLS:

ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 9.72 FEET, WITH A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 39°45'45", AND A CHORD BEARING AND DISTANCE OF NORTH 65°00'31" EAST, 9.52 FEET TO A POINT AT EDGE OF CONCRETE CHANNEL WALL AND EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

NORTH 84°53'24" EAST, A DISTANCE OF 3.13 FEET TO A TANGENT POINT AT EDGE OF CONCRETE CHANNEL WALL AND EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

NORTH 10°06'32" WEST, A DISTANCE OF 0.22 FEET TO A POINT AT EDGE OF CONCRETE CHANNEL WALL AND EDGE OF WATER, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; NORTH 85°42'09" EAST, CONTINUING ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY, INTO AND ACROSS SAID TRACT 1-E, AND ALONG THE EDGE OF CONCRETE CHANNEL WALL AND EDGE OF WATER OF SAID WATER FEATURE, A DISTANCE OF 6.25 FEET TO A POINT AT THE INTERSECTION OF A ROCK AND GLASS BUILDING (HYATT REGENCY BUILDING], EDGE OF WATER OF SAID WATER FEATURE, AND EDGE OF CONCRETE CHANNEL WALL, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; SOUTH 03°19'32" EAST, CONTINUING ACROSS SAID TRACT 1-E, INTO AND ACROSS SAID TRACT 1-B,

ALONG THE EDGE OF SAID ROCK AND GLASS BUILDING, A DISTANCE OF 59.63 FEET TO A CORNER OF SAID ROCK AND GLASS BUILDING, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; SOUTH 88°19'25" WEST, CONTINUING ACROSS SAID TRACT 1-B, INTO AND ACROSS SAID REMAINING PORTION OF LOT 20, A DISTANCE OF 10.80 FEET TO A SET SCREW IN CONCRETE, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; INTO AND ACROSS SAID REMAINING PORTION OF LOT 20, THE FOLLOWING FOUR (4) CALLS:

SOUTH 54°09'14" WEST, A DISTANCE OF 3.58 FEET TO A SET SCREW IN CONCRETE, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

SOUTH 03°06'57" EAST, PARTIALLY ALONG A ROCK WALL, A DISTANCE OF 11.56 FEET TO A CORNER OF SAID ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT,

NORTH 86°53'13" EAST, ALONG SAID EDGE OF ROCK WALL, A DISTANCE OF 2.87 FEET TO A POINT AT EDGE OF ROCK WALL, SAME POINT ALSO BEING A CORNER OF WOOD SIDED BUILDING, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

SOUTH 02°36'01" EAST, ALONG THE EDGE OF WOOD SIDED BUILDING, A DISTANCE OF 2.55 FEET TO A CORNER OF SAID WOOD SIDED BUILDING, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; SOUTH 88°32'03" EAST, ALONG THE COMMON LINE OF SAID WOOD SIDED BUILDING AND EDGE OF A ROCK WALL, ACROSS SAID REMAINING PORTION OF LOT 20, INTO AND ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY, A DISTANCE OF 5.25 FEET TO A CORNER OF ROCK WALL, SAME POINT ALSO BEING AN INTERIOR CORNER OF SAID WOOD SIDED BUILDING, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; CONTINUING ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY AND ALONG SAID WOOD SIDED BUILDING AND EDGE OF ROCK WALL, THE FOLLOWING TWO (2) CALLS:

SOUTH 05°46'07" EAST, ALONG SAID EDGE OF WOOD SIDED BUILDING, A DISTANCE OF 3.89 FEET TO A INTERIOR CORNER OF SAID ROCK WALL AT INTERSECTION WITH THE EDGE OF WOOD SIDED BUILDING, FOR A CORNER OF THE HEREIN DESCRIBED TRACT, AND

SOUTH 87°14'14" WEST, A DISTANCE OF 0.28 FEET TO A CORNER OF SAID ROCK WALL, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE; SOUTH 10°13'53" EAST, CONTINUING ACROSS SAID CITY OF SAN ANTONIO RIVER WALK PROPERTY, INTO AND ACROSS SAID TRACT 1-B, ALONG THE EDGE OF SAID ROCK WALL, A DISTANCE OF 15.70 FEET RETURNING TO THE POINT OF BEGINNING AND CONTAINING 0.0759 OF AN ACRE OR 3,307 SQUARE FEET OF LAND, MORE OR LESS.

## **EXHIBIT B**

### **Permitted Exceptions**

1. The following matters and all terms of the documents creating or offering evidence of the matters:

Restrictive covenants as described in Volume 9300, Page 172 of the Deed and Plat Records of Bexar County, Texas, excluding any covenants, conditions or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

2. The Land is located within the Downtown Public Improvement District Public Improvement District.
3. Historic Designation Verification Certificate as set forth filed for record August 13, 2014 under Volume 16817, Page 1967, of the Official Public Records, of Bexar County, Texas.



**“Non-Exclusive Easement” - 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 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.**

**NON-EXCLUSIVE PUBLIC RIGHT-OF-WAY EASEMENT**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF BEXAR

§

THAT **H.E. San Antonio I, L.L.C.**, a Delaware limited liability company (the “**Grantor**”), whose mailing address is 150 North Riverside Plaza, Chicago, Illinois 60606, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration paid in hand, the receipt and sufficiency of which is hereby acknowledged by the **City of San Antonio**, a Texas municipal corporation (“**Grantee**”), whose mailing address is City Hall, 100 Military Plaza, San Antonio, Texas 78205, acting by and through its duly authorized City Manager, pursuant to Ordinance No. \_\_\_\_\_, adopted by the City Council of the City of San Antonio, \_\_\_\_\_, 2024 (the “**Effective Date**”), does GRANT, BARGAIN, SELL and CONVEY unto Grantee, a non-exclusive public-right-of-way easement (the “**Easement**”) for the benefit of Grantee and the public, for pedestrian ingress and egress, on, over and across solely those portions of the “**Property**” (defined below) as may be improved from time to time by Grantor, in its sole discretion with “**Pedestrian Access Improvements**” (defined below) or otherwise, but subject to the rights of Grantor to establish “**Rules and Regulations**” (defined below) or otherwise limit such access as set forth below, all subject, subordinate and inferior to all presently recorded and validly existing matters of record.

The “**Property**” as used in this Easement shall mean the land more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference for all purposes.

The “**Pedestrian Access Improvements**” as used in this Easement shall mean a reasonable public right-of-way pathway allowing pedestrians ingress and egress through the Property as Grantor, in its sole discretion, shall install and/or maintain on the Property from time to time, including expressly the right of Grantor to install such Pedestrian Access Improvements, to improve, modify, and remove, all or any portion of such Pedestrian Access Improvements, and to replace and relocate such Pedestrian Access Improvements, from time to time, and at any time, as Grantor may elect in Grantor’s sole discretion, and the approval or consent of Grantee shall not be required for any such action by Grantor; provided, however, that the pathway shall be repaired and maintained in the ordinary course, in no worse condition than that which currently exists with respect to the public right-of-way pathway existing as of the Effective Date. The pathway must comply with ADA accessibility standards and must meet or exceed all applicable federal, state, and city regulations and must provide for ingress and egress in a manner which does not create unreasonable obstacles nor a mazelike pathway (acknowledging that the current ingress/egress is not considered mazelike), and where no portion of the pathway is less than six feet in width, and which continues the spirit of connectivity between the Riverwalk and Paseo del Alamo.

The “**Rules and Regulations**” as used in this Easement shall mean such rules and regulations as Grantor may adopt from time to time, whether in writing or not, whether posted or not and whether provided to Grantee or not, for the use of the Pedestrian Access Improvements or any portion of the Easement, which Rules and Regulations are in the judgement of Grantor useful, reasonable or necessary for (i) the protection of the Property, the improvements to the Property which currently include hotel, retail, restaurant and similar improvements, but may include other or additional improvements or uses from time to time or at

*Non-Exclusive Easement*

any time, and the Pedestrian Access Improvements, or (ii) the improvement, modification, and removal of all or any portion of the improvements to the Property, the Easement or the Pedestrian Access Improvements, and the replacement and relocation of the Easement, improvements to the Property or the Pedestrian Access Improvements. Grantor expressly reserves the right to close off all such access to the Pedestrian Access Improvements at any time and from time to time, when useful, reasonable or necessary in the discretion of Grantor after business or operating hours, or for the protection or improvement to the Property, the Easement or the Pedestrian Access Improvements, and the replacement and relocation of the improvements to the Property, the Easement, or the Pedestrian Access Improvements from time to time or at any time.

TO HAVE AND TO HOLD the Easement, subject to all presently recorded and validly existing matters of record, unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular the Easement, subject to all presently recorded and validly existing matters of record, unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise and subject, however, to all such matters of record.

*[Signature Page Follows]*

This instrument is executed on \_\_\_\_\_, 2024.

**GRANTOR:**

**H.E. San Antonio I, L.L.C.,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, the \_\_\_\_\_ of H.E. San Antonio I, L.L.C., a Delaware limited  
liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Property**

BEING 0.2393 ACRES OF LAND (10423.90 SQUARE FEET), MORE OR LESS, SITUATED IN BEXAR COUNTY, TEXAS IN THE CITY OF SAN ANTONIO, AND BEING A PART OF PORTION OF LOT 20, A 1.195 ACRE (52,062.74 SQUARE FEET) TRACT OF LAND OUT OF BLOCK 23, NCB 416, LOSOYA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9300, PAGE 172, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS AND SAID 0.2393 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THIS TRACT, SAID CORNER BEING ON THE WEST RIGHT OF WAY LINE OF LOSOYA STREET (A 60 FOOT DEDICATED RIGHT OF WAY) AND BEARS S 03° 04' 00" E, 172.75 FEET FROM THE SOUTH RIGHT OF WAY LINE OF COLLEGE STREET (A 60 FOOT DEDICATED RIGHT OF WAY);

THENCE S 03° 04' 00" E, 65.43 FEET, ALONG THE WEST RIGHT OF WAY LINE OF SAID LOSOYA STREET, TO THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 86° 56' 00" W, 62.14 FEET, TO A CORNER OF THIS TRACT;

THENCE S 03° 04' 00" E, 6.73 FEET, TO A CORNER OF THIS TRACT;

THENCE S 86° 56' 00" W, 79.71 FEET, TO THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 03° 04' 00" W, 78.77 FEET, TO THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 86° 56' 00" E, 67.06 FEET, TO A CORNER OF THIS TRACT;

THENCE S 03° 04' 00" E, 2.62 FEET, TO A CORNER OF THIS TRACT;

THENCE N 86° 56' 00" E, 40.73 FEET, TO A CORNER OF THIS TRACT;

THENCE S 03° 04' 00" E, 4.00 FEET, TO A CORNER OF THIS TRACT;

THENCE N 86° 56' 00" E, 34.06 FEET, TO THE PLACE OF BEGINNING AND CONTAINING 0.2393 ACRES (10423.90 SQUARE FEET) OF LAND, MORE OR LESS.

**“License”**

- **Exhibit D**

To be attached.