

STATE OF TEXAS

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**ECONOMIC DEVELOPMENT  
GRANT AGREEMENT OF THE  
CITY OF SAN ANTONIO**

COUNTY OF BEXAR

This Economic Development Grant Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the City of San Antonio, a municipal corporation of the State of Texas, (hereinafter referred to as the "GRANTOR"), acting by and through its City Manager or her designee, and RIO PERLA PROPERTIES, L.P. (hereinafter referred to as the "GRANTEE"), and together referred to as the "Parties.

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code, GRANTOR is authorized to establish and provide for the administration of one or more programs, including a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

**WHEREAS**, under City Ordinance No. 100684, GRANTOR created and adopted such a program; and

**WHEREAS**, GRANTEE is engaged in an economic development project that will be located within the City's Inner City Reinvestment/Infill Policy Target Area ("ICR/IP") making it eligible for certain economic incentives; and

**WHEREAS**, the economic development project will consist of 82 market rate housing units; approximately 42,581 sq. ft. of ground floor retail and restaurant space; approximately 44,245 sq. ft. of office space (the "Project") and is anticipated to create approximately 221 office jobs and 229 restaurant and retail jobs; and

**WHEREAS**, GRANTEE has requested an economic development grant for the purpose of defraying costs associated with the construction of the Project; and

**WHEREAS**, GRANTOR has identified economic development funds available for GRANTEE to use to carry out the Project under the terms and conditions of this Agreement; and

**WHEREAS**, the City Council of GRANTOR has authorized the City Manager or designee to enter into this Agreement with GRANTEE in accordance with City Ordinance No. 2011-04-07-~~0270~~, passed and approved on April 7, 2011; **NOW THEREFORE:**

0271

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

**SECTION 1. AGREEMENT PURPOSE**

This economic development project is anticipated to promote local economic development and stimulate business and commercial activity in the City of San Antonio. The GRANTOR is supporting the Project through this economic development grant to provide funds for the purpose of defraying costs associated with the Project's construction and this Agreement may be a component of a larger incentive package offered by GRANTOR and intended, in part, to spur development in GRANTOR's ICR/IP area and to attract additional future development.

## SECTION 2. AGREEMENT PERIOD

This Agreement shall commence upon its full execution by the Parties (“Effective Date”) and shall terminate upon the earliest of the following events: (i) GRANTOR’s payment to GRANTEE of the Maximum Disbursement Amount (defined below), or (ii) December 31, 2028.

## SECTION 3. PROJECT REQUIREMENTS

A. GRANTEE shall invest approximately THIRTY FIVE MILLION SEVEN HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED AND FORTY-TWO DOLLARS (\$35,785,642.00) in improvements to the real property located at 302, 303 and 306 Pearl Parkway, San Antonio, Texas 78215, as further described in Attachment I (the “Project Site”).

B. GRANTEE shall cause Commencement of Construction (defined below) of the Project to occur prior to October 1, 2011 (the “Commencement Deadline”) and shall cause the Project to consist of: (i) eighty-two (82) market rate residential apartment units; (ii) approximately 42,581 sq. ft. of ground floor retail and restaurant space; and (iii) approximately 44,245 sq. ft. of office space; which is anticipated to result in the creation of approximately 221 office jobs and approximately 229 restaurant and retail jobs. For purposes hereof, “Commencement of Construction” shall mean the pouring of one or more foundation footings for the Project on the Project Site.

C. GRANTEE shall cause construction to be continuously pursued following the Commencement of Construction, subject to Force Majeure, and shall use commercially reasonable efforts to complete construction of the Project before December 31, 2012, but shall cause completion of construction of the Project to occur no later than April 30, 2013, subject to Force Majeure (the “Completion Date”).

D. GRANTEE shall comply with all applicable laws and regulations applying to the construction and operation of the Project.

E. GRANTEE shall provide updates on the construction of the Project upon receipt of reasonable written request of GRANTOR. Such updates may be general in nature but shall include information necessary for GRANTOR to determine GRANTEE’s compliance with the terms and conditions of this Agreement.

## SECTION 4. ECONOMIC DEVELOPMENT CHAPTER 380 PROGRAM GRANT

A. **Economic Development Chapter 380 Program Grant.** GRANTOR agrees to provide GRANTEE with an Economic Development Program Grant in a total cumulative amount of THREE MILLION ONE HUNDRED SIX THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS (\$3,106,839.00) (the “Maximum Disbursement Amount”), subject to the terms and conditions of this Section 4.A. This amount represents funding from GRANTOR’s Economic Development Incentive Fund (“EDIF”) and General Fund.

1. **Initial Disbursement.** GRANTOR shall disburse to GRANTEE an initial amount of ONE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED AND EIGHTY-NINE DOLLARS (\$188,389.00) (the “Initial Disbursement”) within sixty (60) calendar days following: 1) GRANTOR’s passage of a City ordinance approving this Agreement; 2) full execution of the Agreement by the Parties; and 3) GRANTEE providing to GRANTOR the following: (i) a letter from a qualified financial institution confirming GRANTEE has funds available on deposit or under an existing credit facility exceeding THIRTY FIVE MILLION SEVEN HUNDRED

EIGHTY FIVE THOUSAND SIX HUNDRED AND FORTY-TWO DOLLARS (\$35,785,642.00), which is the estimated hard and soft costs of constructing the Project; (ii) written confirmation from GRANTEE that it has received the necessary building permits to cause the Commencement of Construction of the Project; and (iii) written confirmation from GRANTEE that Commencement of Construction of the Project has occurred prior to October 1, 2011. GRANTOR shall determine whether the evidence provided by GRANTEE is sufficient to satisfy the foregoing conditions.

2. **Property Tax Reimbursement.** Subject to the terms and conditions of this Agreement, for each annual Tax Year (January 1 through December 31) commencing with the 2013 Tax Year and then annually throughout the remainder of the Term until such time as Grantor has reimbursed GRANTEE a cumulative amount of exactly TWO MILLION NINE HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED AND FIFTY DOLLARS (\$2,918,450.00) pursuant to this Section 4.A.2, GRANTOR shall pay to GRANTEE, no later than forty-five (45) days following the submission of a tax invoice by GRANTEE indicating payment of all taxes owed by GRANTEE on the Project for the Tax Year for which payment of the Annual Property Tax Reimbursement is sought, subject to GRANTEE's right to protest taxes as permitted by law, an amount equal to: (a) the actual amount of real property taxes paid by GRANTEE to GRANTOR with respect to the Project Site (including land and improvements) for the immediately preceding Tax Year, *less* (b) the amount of real property taxes paid by GRANTEE to GRANTOR with respect to the Project Site for the 2011 tax year (the difference between (a) and (b) being referred to herein as "Annual Property Tax Reimbursement"). It is understood that GRANTEE shall continue to pay all taxes owed on the Project Site as required by law. Taxes owed or paid shall be determined by the Bexar County Appraisal District and paid to the Tax Assessor's Office or such other location as may then be required by applicable law. Prior to GRANTOR disbursing funds under this Section 4.A.2, GRANTEE must provide to GRANTOR evidence indicating that all taxes owed on the Project Site have been paid in full for the Tax Year for which payment of the Annual Property Tax Reimbursement is sought, subject to GRANTEE's right to protest taxes as permitted by law.

If, during the Term of this Agreement, GRANTEE allows its ad valorem taxes due on the Project Site to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or contest of the taxing value, then the termination and recapture provisions of Section 8 of this Agreement shall apply.

3. **Property Tax Reconciliation.** In no case shall an Annual Property Tax Reimbursement made to GRANTEE exceed the taxes paid to City by Grantee for the preceding Tax Year ("Annual City Tax"). Should it later be found that an Annual Property Tax Reimbursement exceeded the Annual City Tax for the preceding Tax Year, the City may, in its sole discretion: 1) seek repayment from GRANTEE of the amount exceeding the Annual City Tax; or 2) withhold the amount of such excess from the following Tax Year's Annual Property Tax Reimbursement.

## **SECTION 5. GRANT WITHHOLD, FORFEITURE AND REFUND.**

A. It is expressly understood and agreed by the Parties hereto that if GRANTEE fails to submit to GRANTOR in a reasonably timely and satisfactory manner any information or report required under this Agreement, GRANTOR may, at its sole option and in its sole discretion, withhold, in whole or in part, the Annual Property Tax Reimbursement owed to GRANTOR. If GRANTOR withholds such payments, it will notify GRANTEE in writing of its decision and the reasons therefor. Payments withheld pursuant to

this paragraph may be held by GRANTOR until such time as the delinquent obligations for which funds are withheld are fulfilled by GRANTEE.

B. If Commencement of Construction fails to occur by the Commencement Deadline, GRANTOR may terminate this Agreement and cause GRANTEE to forfeit and repay any and all funds disbursed to GRANTEE by City under this Agreement as provided in Section 8 below.

C. GRANTEE shall refund to GRANTOR any sum of money overpaid by GRANTOR to GRANTEE in the event funds disbursed by GRANTOR pursuant to Section 4.A.2 were in excess of the Annual Property Tax Reimbursement for any Tax Year or the Maximum Disbursement Amount for all Tax Years. To exercise this right, GRANTOR must provide written notice to GRANTEE within one hundred eighty (180) days following the date of the overpayment (the "Refund Request") informing GRANTEE that an overpayment has occurred and providing reasonable documentation of such overpayment. Such refund shall be made by GRANTEE to GRANTOR within sixty (60) calendar days after GRANTEE's receipt of the Refund Request.

## **SECTION 6. DEFAULT AND GRANTOR's REMEDIES**

A. **Default Events.** Any one of the following that occurs and continues beyond the applicable cure period shall constitute a Default Event:

1. Failure of GRANTEE or GRANTOR to observe and perform in any material respect any covenant, condition or agreement on its part required to be observed or performed under any term or condition of this Agreement following the expiration of sixty (60) days' written notice to cure from the non-defaulting party; and/or
2. The dissolution or liquidation of GRANTEE or the filing by GRANTEE of a voluntary petition in bankruptcy, or failure by GRANTEE to promptly cause to be lifted any execution, garnishment or attachment of such consequence as will impair GRANTEE's ability to carry on its obligations under this Agreement; and/or
3. The commission by GRANTEE of any act of voluntary or involuntary bankruptcy under any state or federal law; and/or
4. The admittance of GRANTEE, in writing, of its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of GRANTEE shall be appointed in any proceeding brought against GRANTEE and shall not be discharged within ninety (90) days after such appointment.

B. **Non-Waiver of Default.** Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

## **SECTION 7. SUSPENSION**

A. In the event GRANTEE materially fails to comply with the terms of this Agreement, GRANTOR shall provide GRANTEE with written notification as to the nature of the non-compliance. GRANTEE shall have sixty (60) days from the date of GRANTOR's written notification to cure any issue of non-compliance. Should GRANTEE fail to cure any default within this period of time, GRANTOR may, upon written Notice of Suspension to GRANTEE, suspend this Agreement to the extent of the non-compliance and withhold further payments or reimbursements related to the non-compliance to GRANTEE until the default has been cured. Such Notice of Suspension shall include: (1) the reasons for

such suspension; (2) the effective date of such suspension; and, (3) in the case of partial suspension, the portion of the Agreement to be suspended.

B. In the case of default for causes that cannot with due diligence be cured within such sixty (60) day period, the 60-day cure period shall be extended for such additional time as may be reasonable under the circumstances; provided that GRANTEE shall: (1) immediately upon receipt of Notice of Suspension advise GRANTOR of GRANTEE's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. A suspension under this Section 7 shall be lifted upon a reasonable showing by GRANTEE to GRANTOR of compliance with or written waiver by GRANTOR of the term(s) in question.

D. GRANTOR shall not be liable to GRANTEE or to GRANTEE's creditors for costs incurred during any term of suspension of this Agreement.

## **SECTION 8. TERMINATION**

A. GRANTOR shall have the right to terminate this Agreement if GRANTEE materially defaults in the performance of its obligations under this Agreement and GRANTEE fails to cure such default within the time period set forth below. GRANTOR will provide GRANTEE with written notification as to the nature of the default, and GRANTEE shall have sixty (60) days from the date of GRANTOR's written notification to cure any such default. Should GRANTEE fail to cure any default within this period of time, GRANTOR may, upon issuance to GRANTEE of a written Notice of Termination, terminate this Agreement, withhold further payments to GRANTEE and, if GRANTEE has failed to complete construction of the Project, seek repayment of any and all funds disbursed by GRANTOR.

B. In the case of default for causes that cannot with due diligence be cured within such sixty (60) day period, the 60-day cure period shall be extended for such additional time as may be reasonable under the circumstances, provided that GRANTEE shall: (1) immediately upon receipt of Notice of Termination advise GRANTOR of GRANTEE's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. Repayment of Initial Disbursement. Provided that GRANTOR has disbursed the Initial Disbursement to GRANTEE pursuant to the terms and conditions of this Agreement, if GRANTEE does not complete the Project in accordance with this Agreement and GRANTOR terminates this Agreement as provided in this Section 8, then GRANTEE shall refund the Initial Disbursement to GRANTOR within sixty (60) calendar days after the date of termination.

D. Other Remedies Available. GRANTOR shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and repayment of funds, if GRANTEE defaults under the material terms of this Agreement and fails to cure such default within the cure period set forth above. However, such termination and repayment and/or other remedies shall be subject to any and all lawful offsets, settlements, deductions or credits to which GRANTEE may be entitled.

## **SECTION 9. RETENTION AND ACCESSIBILITY OF RECORDS**

A. GRANTEE shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. GRANTEE shall retain such records, and any supporting

documentation, for the greater of: (1) Four [4] years from the end of the Term period; or (2) the period required by other applicable laws and regulations.

B. GRANTEE shall, within five (5) business days following advance written notice from GRANTOR, give GRANTOR, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers belonging to or in use by GRANTEE pertaining to this Agreement (the "Records"). The GRANTOR's access to GRANTEE's books and records will be limited to information needed to verify that GRANTEE is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by GRANTOR. In no event shall GRANTOR's access to GRANTEE's Records include any access to any personnel and/or medical records of any employees of GRANTEE. GRANTEE shall not be required to disclose to GRANTOR any information that by law GRANTEE is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, GRANTOR reserves the right to require GRANTEE to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of GRANTEE. The rights to access the Records shall terminate four (4) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized GRANTOR representatives shall give GRANTOR the right to suspend or terminate this Agreement as provided in Sections 7 and 8 above. All Records shall be retained by GRANTEE for a period of four (4) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. GRANTEE agrees to maintain the Records in an accessible location.

#### **SECTION 10. AUDIT**

GRANTOR reserves the right to confirm GRANTEE's compliance with the terms and conditions of this Agreement through a performance or financial audit, at the sole cost and expense of GRANTOR. Should such audit be performed, GRANTOR shall provide GRANTEE with a copy of any reports or findings that may be presented. If the audit notes deficiencies in GRANTEE's performances under the terms of this Agreement, the audit shall include a listing of requirements for the correction of such deficiencies by GRANTEE and a reasonable amount of time in which to attain compliance. Failure by GRANTEE to take action specified in the audit may be cause for suspension or termination of this Agreement.

#### **SECTION 11. NOTICE**

Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such party at the address hereinafter specified. Any notice mailed in the above manner shall be effective two (2) business days following its deposit into the custody of the United States Postal Service or one (1) business day following its deposit into the custody of such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. From time to time, either party may designate another address for all purposes under this Agreement by giving the other party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

TO GRANTOR:

TO GRANTEE:

(Whether personally delivered or mailed):

- If mailed:

Center City Development Office  
Attn: Director  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Rio Perla Properties, L.P.  
Attn: Bill Shown  
102 W. Grayson  
San Antonio, Texas 78212

- If by personal or overnight delivery:

Center City Development Office  
Attn: Director  
19th Floor  
100 Houston St.  
San Antonio, Texas 78205

**SECTION 12. AUTHORIZED RELIEF FROM PERFORMANCE (*Force Majeure*)**

The time periods set forth in this Agreement shall be extended due to events of Force Majeure, including but not limited to an act of war, order of legal authority, act of God, or other causes beyond the reasonable control of GRANTEE (collectively, "Force Majeure"). If there is a dispute between GRANTOR and GRANTEE as to the occurrence or duration of an event of Force Majeure, the burden of proof shall rest upon GRANTEE. To obtain an extension based upon Force Majeure, GRANTEE must provide written notice to GRANTOR of the occurrence of the Force Majeure event within ten (10) days following the date that GRANTEE becomes aware of the event and the fact that it will delay GRANTEE's performance of its obligations under this Agreement.

**SECTION 13. CONFLICT OF INTEREST**

GRANTEE shall use reasonable business efforts to ensure that no employee, officer, or individual agent of GRANTEE shall participate in the selection, award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or individual agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract and the relationship calls for payments to be made to such subcontractor on terms which are greater than those which are customary in the industry for similar services conducted on similar terms. GRANTEE shall comply with Chapter 171, Texas Local Government Code as well as the City of San Antonio's Code of Ethics.

**SECTION 14. NONDISCRIMINATION AND SECTARIAN ACTIVITY**

A. GRANTEE shall not exclude from participation in, deny the benefits of, subject to discrimination under, or deny access to opportunities to participate in the construction of the Project, to any person on the grounds of race, color, national origin, religion, sex, age or handicap.

B. None of the performances rendered by GRANTEE under this Agreement shall involve, and no portion of the funds received by GRANTEE under this Agreement shall be used in support of, any

sectarian or religious activity, nor shall any facility used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

C. GRANTEE shall include the substance of this Section 14 in all agreements related to the construction of the Project.

## **SECTION 15. CHANGES AND AMENDMENTS**

This Agreement represents the entire agreement between GRANTOR and GRANTEE with respect to the matters described herein and the same may not be modified, altered or amended except by written agreement signed by both GRANTOR and GRANTEE.

## **SECTION 16. SPECIAL CONDITIONS AND TERMS**

GRANTEE understands and agrees that if GRANTEE is a “business” and if GRANTOR’s contribution under this Agreement is a “public subsidy” as that term is defined in Chapter 2264 of Subtitle F, Title 10 of the Government Code (80 (R) HB 1196), then GRANTEE is required to refund money, pursuant to 80(R) HB 1196, GRANTEE has received from GRANTOR through this Agreement, in the event of a conviction of knowingly employing an undocumented worker, with repayment required within six months of final conviction. Interest shall accrue at the rate of .5% per month until the time of such repayment from the date of final conviction.

## **SECTION 17. SUBCONTRACTS**

A. GRANTEE shall use reasonable business efforts to ensure that performance rendered under subcontracts, if any, complies with all terms and provisions of this Agreement as if such performance were rendered by GRANTEE.

B. GRANTEE, if subcontracting any of the performances hereunder, expressly understands that GRANTOR is in no way liable to GRANTEE's subcontractor(s).

C. GRANTEE shall obtain assurances from subcontractors, if any, that they will not exclude from, deny the benefit of, or subject to discrimination under any program or activity funded in whole or in part under this Agreement, any person on the grounds of race, creed, color, disability, national origin, sex or religion.

## **SECTION. 18. DEBARMENT**

By signing this Agreement, GRANTEE certifies that it will not knowingly award funds provided under this Agreement to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs by GRANTOR.

## **SECTION 19. NON-ASSIGNMENT**

This Agreement is not assignable by either party without the written consent of the non-assigning party. Notwithstanding the foregoing, GRANTEE may assign this Agreement to a parent, subsidiary, affiliate entity or newly created entity resulting from a merger, acquisition or other corporate restructure or reorganization of GRANTEE, or to any other entity owned or controlled, directly or indirectly, by GRANTEE, without GRANTOR’s written consent. Following completion of construction of the Project, GRANTEE shall also have the right to assign this Agreement to any party that acquires the Project, subject to GRANTOR’s prior written consent, which consent will not be unreasonably withheld,



conditioned or delayed. In either of such cases, GRANTEE shall give GRANTOR prior written notice of the assignment or other transfer ten (10) days prior to the effective date of the assignment or as soon as legally permissible, whichever is later. Any and all future assignees must be bound by all terms and/or provisions and representations of this Agreement as a condition of assignment. Any attempt to assign the Agreement does not relieve GRANTOR or GRANTEE from liability under this Agreement and shall not release GRANTOR or GRANTEE from performing any of the terms, covenants and conditions herein; provided that a permitted assignment of this Agreement by GRANTEE following completion of construction of the Project shall relieve GRANTEE of any liability hereunder arising following the assignment provided that the assignee has expressly assumed all obligations and liabilities of GRANTEE under this Agreement attributable to the period following the date of such assignment. Any assignment of this Agreement in violation of this Section 19 shall enable GRANTOR to terminate this Agreement and exercise its rights under Section 8 of this Agreement.

## **SECTION 20. ORAL AND WRITTEN AGREEMENTS**

All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

## **SECTION 21. LEGAL AUTHORITY**

A. Each party assures and guarantees to the other that they possesses the legal authority to enter into this Agreement, to receive/deliver the funds authorized by this Agreement, and to perform their obligations hereunder.

B. The person or persons signing and executing this Agreement on behalf of each party or representing themselves as signing and executing this Agreement on behalf of a party, do hereby guarantee that he, she or they have been duly authorized to execute this Agreement on behalf of that party and to validly and legally bind that party to all terms, performances and provisions herein set forth.

C. Either party will have the right to suspend or terminate this Agreement if there is a dispute as to the legal authority to enter into this Agreement, any amendments hereto or failure to render performances hereunder.


*Signatures appear on next page.*

WITNESS OUR HANDS, EFFECTIVE as of April 28<sup>th</sup>, 2011:

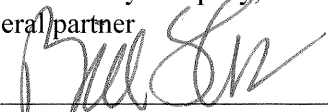
Accepted and executed in triplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 2011-04-07-0270, dated April 7, 2011, and Rio Perla Properties, LP pursuant to the authority of its limited partnership agreement.

**CITY OF SAN ANTONIO,**  
a Texas Municipal Corporation

**RIO PERLA PROPERTIES, L.P.**  
a Texas limited partnership

*for*   
Sheryl L. Sculley  
CITY MANAGER

By: Rio Perla Management, L.L.C., a Texas limited liability company, its general partner

*SKL* By: 

Name: William G. Shown

Title: V.P. and Assistant Secretary

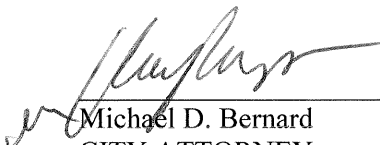
ATTEST:

ATTEST (If required):

  
Leticia Vacek  
CITY CLERK



APPROVED AS TO FORM:

  
Michael D. Bernard  
CITY ATTORNEY