

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.**

ORDINANCE

**AUTHORIZING ASSIGNMENT OF A CHAPTER 380 AGREEMENT
FROM GRAYTREET TRAVIS OFFICE, LLC TO TPP EPA, LLC FOR THE
PROPERTY LOCATED AT 711 NAVARRO STREET AND 213 EAST
TRAVIS STREET IN COUNCIL DISTRICT 1 AND FUNDED BY THE
INNER CITY INCENTIVE FUND.**

* * * * *

WHEREAS, The City of San Antonio (“City”) entered into a Chapter 380 Economic Development Loan Agreement with GrayStreet Travis Office, LLC on June 13, 2019, authorized by Ordinance Number 2019-06-13-0521 that approved a forgivable loan valued at up to \$296,000.00 to assist in the rehabilitation of the property known as Travis Park Plaza, located at 711 Navarro Street and 213 East Travis Street in Council District 1; and

WHEREAS, the loan amount was based on the tenant finish out of 20,800 square feet of commercial space to be occupied by retail tenants and finish-out of one of the two retail spaces has already been completed and is occupied by a retail tenant; and

WHEREAS, the total amount of investment in the project is estimated at \$41,676,274.00 and improvements are anticipated to be complete by December 2020; and

WHEREAS, assignment of the Chapter 380 Economic Development Loan Agreement from GrayStreet Travis Office, LLC to TPP EPA, LLC would affirm that all of the rights and obligations within the Chapter 380 Economic Development Loan Agreement are transferred to the TPP EPA, LLC and plans to complete the improvements to the Travis Park Plaza will be unchanged; **NOW THEREFORE:**

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

SECTION 1. The City Council approves approve the assignment of the Chapter 380 Economic Development Loan Agreement from GrayStreet Travis Office, LLC to TPP EPA, LLC in a form substantially similar to the agreement attached hereto and incorporated as **Attachment I**.

SECTION 2: This Ordinance becomes effective immediately upon its passage by eight (8) votes or more and 10 days after passage upon its approval by less than eight (8) votes.

PASSED AND APPROVED this 10th day of December, 2020.

**M A Y O R
Ron Nirenberg**

VS
12/10/2020
Item No. ____

ATTEST:

APPROVED AS TO FORM:

Tina J. Flores, City Clerk

Andrew Segovia, City Attorney

DRAFT

Attachment I

STATE OF TEXAS § ASSIGNMENT AND ASSUMPTION OF
§ ECONOMIC DEVELOPMENT LOAN
§ AGREEMENT BETWEEN THE CITY OF
§ SAN ANTONIO AND GRAYSTREET TRAVIS
COUNTY OF BEXAR § OFFICE, LLC

This ASSIGNMENT AND ASSUMPTION of the ECONOMIC DEVELOPMENT LOAN AGREEMENT OF THE CITY OF SAN ANTONIO (this "Assignment") is entered into by and between GrayStreet Travis Office, LLC, a Delaware limited liability company ("ASSIGNOR"), TPP EPA, LLC, a Delaware limited liability company, validly existing, in good standing, and authorized to do business under the laws of the State of Texas ("ASSIGNEE"), and the City of San Antonio, a municipal corporation ("City"). .

WITNESSETH:

WHEREAS, on June 13, 2019, the City Council of the City of San Antonio approved Ordinance Number 2019-06-13-0521 approving an Economic Development Loan Agreement of the City of San Antonio (the "Agreement") between the City and Assignor for the property located at 711 Navarro Street and 213 East Travis Street, San Antonio, Texas ("Property"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit "A" and incorporated into this Assignment for all purposes; and

WHEREAS, the purpose of the Agreement is to promote local economic development through City investment in tenant finish out for commercial space at the Property; and

WHEREAS, on March 4, 2020 ASSIGNOR sold the Property to ASSIGNEE; and

WHEREAS, ASSIGNEE intends to continue ASSIGNOR'S reinvestment plans for the Property, including commercial tenant finish out; and

WHEREAS, pursuant to this Assignment, ASSIGNOR desires to assign to ASSIGNEE all of its rights and delegate to ASSIGNEE all of its obligations under the Agreement and ASSIGNEE agrees to assume and/or perform any covenants, conditions, and obligations contained in the Agreement accruing from and after the Effective Date (hereinafter defined) of this Assignment, and from and after the Effective Date such covenants, conditions, and obligations shall become enforceable against ASSIGNEE; and

WHEREAS, the City desires to release ASSIGNOR from its obligations under the Agreement and substitute ASSIGNEE as party to the Agreement in ASSIGNOR's place; and

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, City, ASSIGNOR, and ASSIGNEE agree as follows:

Attachment I

ARTICLE I **ASSIGNMENT & ACCEPTANCE**

- 1.1 Assignment & Acceptance. ASSIGNOR hereby assigns the Agreement, and ASSIGNEE hereby accepts the assignment of the Agreement as of the Effective Date. ASSIGNEE assumes and agrees to perform and be bound by all covenants, obligations, liabilities and agreements contained in the Agreement, which arise under the terms of the Agreement from and after the Effective Date, including receipt of City loan reimbursement grants, and potential forgiveness of those grants. As of the Effective Date,
- 1.2 Release.
- (a) City releases and forever discharges ASSIGNOR from all further obligations arising under the Agreement on or after the Effective Date (as that is defined below).
 - (b) ASSIGNOR releases and forever discharges City from all further obligations arising under the Agreement on or after the Effective Date.
- 1.3 Substitution. The parties intend that this Agreement is a novation and that the ASSIGNEE be substituted for the ASSIGNOR. The City recognizes that ASSIGNEE is the ASSIGNOR's successor-in-interest in and to the assigned Agreement. ASSIGNEE by this Assignment becomes entitled to all right, title and interest of ASSIGNOR in and to the assigned Agreement in as much as ASSIGNEE is the substituted party to the assigned Agreement as of and after the Effective Date. City and ASSIGNEE shall be bound by the terms of the assigned Agreement in every way as if ASSIGNEE is named in the novated assigned Agreement in place of ASSIGNOR as a party thereto.

ARTICLE II **EFFECTIVE DATE**

- 2.1 Effective Date. This Assignment is effective on the date (the "Effective Date") in which all of the following events have occurred:
- (a) Execution of this Assignment by ASSIGNOR and ASSIGNEE; and
 - (b) The City Council has passed a City Ordinance approving this Assignment and issued written consent stating the same.

ARTICLE III **OTHER TERMS AND CONDITIONS**

- 3.1 Representations and Warranties.
ASSIGNOR and ASSIGNEE each represents and warrants as follows:
- (a) It is duly organized, validly existing, and in good standing under the laws of Texas.
 - (b) It has the full right, [corporate] power and authority to enter into this Assignment and to

Attachment I

perform its obligations hereunder.


- (c) It has taken all necessary corporate action to authorize the execution of this Assignment by its representative whose signature is set out at the end hereof.
- 3.2 Other Terms. The “Witnesseth” section beginning on the first page of this Assignment is hereby incorporated by reference as if fully set forth herein.
- 3.3 GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

Attachment I

IN WITNESS WHEREOF, this Assignment is executed in duplicate originals this ____ day of May, 2020.

ASSIGNOR:

GRAYSTREET TRAVIS OFFICE, LLC,
a Delaware limited liability company

By: 
Name: Kevin P. Covey
Title: MANAGER

CITY:

CITY OF SAN ANTONIO,
a municipal corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

TPP EPA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

VS
12/10/2020
Item No. ____

Attachment I

IN WITNESS WHEREOF, this Assignment is executed in duplicate originals this ____ day of May, 2020.

ASSIGNOR:

GRAYSTREET TRAVIS OFFICE, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

CITY:

CITY OF SAN ANTONIO,
a municipal corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

TPP EPA, LLC,
a Delaware limited liability company

By: _____

Name: Joshua Alan Brueyador

Title: V.P.

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

VS
12/10/2020
Item No. ____

Attachment I

EXHIBIT "A"

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

*Assignment & Assumption of Travis Park 380 Agreement
Page 5 of 5*

DRAFT