

**DEVELOPER PARTICIPATION CONTRACT  
SAN ANTONIO, TEXAS  
MISSION DEL LAGO TIRZ #6  
UNIT 8 STREET RECONSTRUCTION PROJECT**

THIS DEVELOPER PARTICIPATION CONTRACT ("Contract") entered into as of \_\_\_\_\_, 2014 (hereinafter the "Effective Date") by and between **THE CITY OF SAN ANTONIO, TEXAS**, a Texas municipal corporation ("City"); **BOARD OF DIRECTORS OF MISSION DEL LAGO TAX INCREMENT REINVESTMENT ZONE #6** ("Board"), and approved by the BOARD on the 19th day of December, 2013; and **MISSION DEL LAGO, LTD.**, A Texas Limited Partnership ("Developer"), pursuant to Ordinance No. 2014-\_\_\_\_-\_\_\_\_-\_\_\_\_\_ passed by City Council on \_\_\_\_\_, 2014, is set forth below as follows:

**RECITALS**

**WHEREAS**, by Ordinance Number 90312, dated August 19, 1999, pursuant to the Tax Increment Finance Act, Chapter 311 of the Texas Tax Code, as amended ("Act"), City created Tax Increment Reinvestment Zone #6 ("Zone") known as the Mission del Lago TIRZ in accordance with the Act, to promote development and redevelopment of the Zone Property (*as defined within Ordinance Number 90312*); and

**WHEREAS**, on or about July 24, 2006, by Ordinance 2006-06-29-0801, City, Board and Developer entered into that certain Development Agreement for reimbursement to the Developer of eligible Project Costs as such term is defined in the Development Agreement, in accordance with the requirements of the Development Agreement, related to the development of the Mission del Lago subdivision; and

**WHEREAS**, City has notified Developer of street failures in Unit 8 of the Mission del Lago subdivision, for which Developer has previously been reimbursed as Project Costs under the Development Agreement; and

**WHEREAS**, Developer, Board, and City have agreed to enter into a Settlement and Release Agreement effective \_\_\_\_\_, 2014, authorized pursuant to Ordinance \_\_\_\_\_-\_\_\_\_-\_\_\_\_ ("Settlement Agreement"), which Settlement Agreement includes, in part, Developer's performance of this Contract for funding of the Unit 8 Street Reconstruction Project in Mission del Lago subdivision ("Street Reconstruction Project"), as more particularly detailed in **Exhibit A**, Street Reconstruction Project Scope, and Exhibit "B", Map of Unit 8 Streets; and

**WHEREAS**, this Contract is only intended to address the Unit 8 Street Reconstruction Project in Mission del Lago subdivision;

**NOW, THEREFORE**, in consideration of the mutual covenants herein and in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties intend to be legally bound and do hereby convent and agree as follows:

**A. DEFINITIONS**

Certain terms used in this Contract (defined below) shall have the meanings set forth as follows:

1. “City’s Representative” means the Director of Development Services Department or such other person as the City Manager may designate.
2. “Contract” means this Developer Participation Contract between the City, Board, and Developer.
3. “Contract Documents” means this Contract and **Exhibit A**, Street Reconstruction Project Scope, and **Exhibit B**, Street Map of Unit 8.
4. “Construction Documents” means the plans, specifications, and estimates for the Street Reconstruction Project which shall be provided by Developer pursuant to the terms of this Contract. The Construction Documents shall illustrate the dimensions, materials, methods of construction, and other details of the Street Reconstruction Project. A description of the Construction Documents is provided in **Exhibit C**.
5. “Developer’s Share” means 100% of the total Unit 8 Street Reconstruction Project Costs.
6. “Developer’s Representative” means \_\_\_\_\_.
7. “Director” means the Director of Development Services or such other person as the City Manager may designate.
8. “Street Reconstruction Project” means the public works infrastructure improvements consisting of reconstructing, repairing and/or crack sealing as needed to the streets in Unit 8 of the Mission del Lago subdivision, as more particularly set forth in **Exhibits A and B**, to be completed by Developer pursuant to the Construction Documents.
9. “Street Reconstruction Project Costs” means all costs and expenses incurred by Developer with respect to the Street Reconstruction Project in accordance with this Contract, including, without limitation, (a) all costs to prepare the Construction Documents, including, but not limited to, all engineering fees and expenses for all studies, estimates of probable costs and other work performed by the Street Reconstruction Project Engineer; (b) all costs of preparing any necessary environmental reports; (c) all legal fees; (d) all costs and expenses to construct the Street Reconstruction Project, including new drainage if required; (e) a Developer fee of 10%; (f) all required permits and licenses; and (g) all other reasonable and necessary fees and expenses related to the Street Reconstruction Project.
10. “Street Reconstruction Project Engineer” means \_\_\_\_\_.
11. “UDC” means Chapter 35 of the City Code of the City of San Antonio, Texas entitled Unified Development Code as amended from time to time.
12. “Work” means the construction of the Street Reconstruction Project by Developer in Unit 8 of the Mission del Lago subdivision in accordance with the Construction Documents and as provided herein.

## **B. CONTRACT PROVISIONS**

### **1. BACKGROUND.**

(a) Developer shall construct the Street Reconstruction Project on the Unit 8 Property of the Mission del Lago TIRZ. Developer shall perform, or cause to be performed, the construction and necessary associated work shown in **Exhibits A, B, and C**. City will have the right to review and approve the final Street Reconstruction Project plans and budget prior to commencement of construction. The Developer shall pay the Developer Share towards the Street Reconstruction Project to be constructed by Developer in accordance with the Settlement Agreement.

(b) The obligations of the Parties are contingent on the pending issuance by the City of a tax note in an amount not to exceed \$1,700,000.00.

(c) Unless terminated earlier in accordance with this Contract, the term of this Contract starts upon execution by all the Parties of this Contract and the Settlement Agreement and ends on \_\_\_\_\_, 20\_\_.

### **2. CONSTRUCTION.**

(a) Developer shall commence construction of the Street Reconstruction Project within 60 days after the later of (i) approval of the Construction Documents by the Director, (ii) receipt by Developer of all governmental and regulatory permits and approvals required in connection with the construction of the Street Reconstruction Project (the "Permits"), and (iii) receipt of three qualifying bids which enable construction of the Street Reconstruction Project. Developer's obligation to commence construction of the Street Reconstruction Project is conditioned upon the receipt by Developer of the Permits and construction bids on such terms and conditions as Developer may deem to be acceptable in Developer's reasonable discretion. City agrees to use its best efforts (without cost or expense to City) to expedite obtaining and assisting Developer in obtaining the Permits. Without limiting the foregoing, City agrees to use its best efforts (without cost or expense to City) to expedite applying for and obtaining all requisite approvals from any regulatory authority in connection with the construction of the Street Reconstruction Project. *City shall provide temporary construction right-of-access to the Unit 8 streets for Construction of the Street Reconstruction Project, and shall execute a temporary right-of-access agreement in a form acceptable to City.* Construction of the Street Reconstruction Project shall at all times be performed in a good and workmanlike manner in accordance with the Construction Documents using only new, high-quality materials as specified in the Construction Documents. Any variations from the Construction Documents shall require approval by City's Representative, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event change orders are necessary in connection with the construction of the Street Reconstruction Project, Developer shall submit the same to City's Representative for City's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon written approval of any change order by both Developer and City's Representative, the Street Reconstruction Project Costs shall be adjusted accordingly.

(b) With respect to Street Reconstruction Project Costs, which are not to exceed approximately \$1,500,00.00 in total, Developer may, at its option, submit periodic draw requests to City during the engineering and construction of the Street Reconstruction Project, for payment of completed engineering or construction of the Street Reconstruction Project since the last periodic draw request. All draws shall be submitted through City staff for final approval. Prior to submittal of the first draw, Developer will submit a schedule of values for payment to be approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Any changes to the schedule of values once approved will be processed and approved as task orders through the portal.

(c) The construction documents between the Developer and the contractor(s) do not have to be in any specific form. Developer shall enter into a contract (the "Construction Contract") for construction of the Street Reconstruction Project with a qualified licensed contractor selected by Developer (the "Contractor"); however, the Contractor shall not be the same contractor which originally constructed the streets in Unit 8. Once commenced, Developer shall use commercially reasonable efforts to cause construction of the Street Reconstruction Project to be prosecuted diligently and continuously by the Contractor in accordance with the Construction Contract until completion in accordance with the Construction Documents, as certified jointly by the Street Reconstruction Project Engineer and the Director. The Director shall have the authority to accept the Street Reconstruction Project on behalf of City, and City shall accept ownership and maintenance of the Street Reconstruction Project upon approval of the completed Project by the Director. The Street Reconstruction Project may be designed and built in stages as Developer may determine subject to City's reasonable approval. Developer's obligation to complete the Street Reconstruction Project shall be suspended or delayed as reasonably necessary as a result of any failure or delay in obtaining any of the easements, consents or approvals described in paragraph 2 of this Article B.

(d) Developer will provide the construction schedules for the Street Reconstruction Project in accordance with the City's procedures.

(e) **PREVAILING WAGE RATE.** The provisions of Chapter 2258, Texas Government Code, shall expressly be made a part of the Construction Contract. In accordance therewith, the City will provide Developer/Contractor with a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform the Construction Contract, and this schedule will become a part of the Construction Contract. Developer agrees that its construction contractor performing work on the Project will comply with City Ordinance No. 71312 and its successors such as Ordinance No. 2008-11-20-1045 and will require subcontractors to comply with City Ordinance 71312 and its successors such as Ordinance No. 2008-11-20-1045 and shall not accept affidavits. Developer is required, and shall require its construction contractor and all subcontractors to comply with each updated schedule of the general prevailing rates in effect at the time the Developer calls for bids for construction of a given phase. Developer is further required to cause the latest prevailing wage determination decision to be included in bids and contracts with the Developer's general contractor and all subcontractors for construction of each Phase and shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid. City will audit certified payroll records as deemed necessary by City to confirm compliance with this Agreement. Should the City or its auditors find any wage violations, the Developer shall forfeit as a penalty to the City \$60 for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any

work done under said contract, by the Contractor or any sub-contractor under it. The establishment of prevailing wage rates pursuant to Chapter 2258, Texas Government Code, shall not be construed to relieve the Developer/Contractor from its obligation under any Federal or State Law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed under the Construction Contract.

(f) Prior to the commencement of construction, Developer shall cause the Contractor to provide City with (i) payment and performance bonds in the total amount of the Construction Contractor in accordance with and in satisfaction of Section 212.073 of the Texas Local Government Code, reflecting the City as beneficiary thereunder (it being understood and agreed that Developer itself shall have no obligation to provide bonds other than the bonds to be provided by Contractor); and (ii) insurance certificates showing the City as a named insured in types and amounts reasonably required by the City's Risk Management Department. The foregoing shall remain in force and effect throughout the course of construction of the Street Reconstruction Project.

(g) The Construction Contract shall prohibit third-party beneficiaries other than City, which shall be specifically designated as a third-party beneficiary. The Construction Contract shall not be assignable by the Contractor and shall provide City access to the Street Reconstruction Project at all reasonable times for inspection purposes. The Contractor acknowledges that it has read this Contract and understands that City has certain rights hereunder and pursuant to the Construction Contract. "As-Built" Plans shall be provided to the City no later than 60 days after completion of the Street Reconstruction Project, as jointly certified by the Street Reconstruction Project Engineer and the Director.

(h) During construction of the Street Reconstruction Project, Developer shall provide the Director with quarterly status reports showing the percentage of completion of the Work and expenditures incurred in connection with the construction of the Street Reconstruction Project, all in accordance with current project management practices of the City. In all cases, it is Developer's sole responsibility to connect to the City's web port, at no cost to the City.

**3. INSPECTIONS.** The Street Reconstruction Project shall be accessible at all reasonable times to the Director for his/her designee for inspection. The Developer acknowledges that any inspections performed by City during the course of construction for purposes of this Contract (as opposed to routine building and construction inspections performed by City for permitting and acceptance purposes common to all similar construction projects) are for the benefit of City only and may not be relied upon by others, be claimed by Developer as an approval by City, a permit granted by City, a waiver by City, or used for any purpose by Developer, the Contractor, or any third party. Developer further acknowledges that Developer and Contractor are required to perform their own inspections, and inspections by City do not address any obligations of Developer or others. Subject to the foregoing, City shall promptly notify Developer of any defects or non-conformances discovered during any City inspection.

**4. CONSTRUCTION DOCUMENTS.** Developer shall provide City with a complete set of Construction Documents meeting the requirements of this Contract and in conformance with applicable local, state and federal codes and regulations and customary engineering practices. The Construction Documents shall be prepared by and bear the seal of the individual engineer working on behalf of the Street Reconstruction Project Engineer. Construction of any part of the Street

Reconstruction Project shall in no event commence prior to City approval of the Construction Documents for that part of the Street Reconstruction Project. Developer shall cause the Street Reconstruction Project Engineer to commence preparation of the Construction Documents promptly upon completion of engineering and design, and to diligently continue same to completion.

5. **WARRANTY.** If the Work is found to be defective, either wholly or in part, and/or found to be non-conforming with the Contract Documents and/or the Construction Documents during the 24-month period following completion of the Street Reconstruction Project as defined in the Construction Contract, City shall immediately give Developer written notice thereof specifying the defect and/or non-conforming Work with particularity. Developer shall correct such defective or non-conforming Work within 30 days of notice thereof given by City, or within such longer time as may be reasonably necessary, provided Developer is working diligently and continuously towards a cure. If Developer fails to so cure such defective or non-conforming Work, then City may, at its own expense, correct such defective or non-conforming Work by City's own crews or by outside contractors, at City's option, and the reasonable cost of such correction shall be deemed to be sums due City by Developer, and may be offset against any outstanding sums due by City to Developer under this Contract or under the Development Agreement. The cost of City crews shall be determined by prevailing market rates for performing the work required to correct such defects and/or non-conforming work. At the end of said 24-month period, all available product, workmanship, and material warranties, including all warranties given by Contractor, shall be assigned to City, to the extent assignable. This provision shall survive termination of this Contract.

6. **DEFAULT.** Upon the occurrence of a default by Developer in the performance of its obligations and the failure of Developer to cure such default within 30 days following receipt of written notice of default from City (or such reasonably longer time as may be necessary provided the Developer commences the cure within 30 days and continuously and diligently pursues the cure to completion) (a "Default"), City shall have the right to terminate this Contract and the TIRZ Development Agreement, as amended.

In the event of Default by Developer, City may require Developer to cease construction and City may, at its option, take over construction of the Street Reconstruction Project with its own contractor. This Contract shall operate as an agreement by Developer to allow City access to Mission del Lago subdivision as necessary to complete the Street Reconstruction Project in accordance with the Contract Documents. These remedies are in addition to any money damages and/or legal, equitable and/or other contract rights City may have in the event of a Default; provided that it is expressly agreed that neither Party shall have the right to seek consequential, special, or punitive damages against the other for any default under this Contract.

7. **RECORDATION.** This Contract may be filed and recorded in the real property records of Bexar County, Texas, without the prior written approval of the Parties.

8. **REPRESENTATIONS and WARRANTIES.** Developer, City, and Board represent, warrant, certify, and agree that neither this Contract, nor the Contract Documents, nor any part of the relationship among the Parties shall be construed in any way or operate as creating a joint venture, partnership, or other business entity among Developer, City, and/or Board.

9. **ASSIGNMENT.** Developer may not assign its rights or obligations under this Contract without the prior written consent of City. Any such assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy or otherwise, without the prior written consent of City, shall, at City's option, be of no force and effect whatsoever. Any consent to such assignment or transfer shall not constitute a waiver of any of the restrictions of this section, and the provisions of this section shall apply to each successive assignment or other transfer hereunder, if any. Any and all future assignees must be bound by all terms and/or provisions and representations of this Contract as a condition of assignment.

10. **INDEMNITY.** Developer covenants and agrees to FULLY REIMBURSE, INDEMNIFY, and HOLD HARMLESS, City, the Board, and the elected officials, agents, employees, officers, directors, volunteers, contractors, subcontractors, consultants, sub consultants and representatives of City individually or collectively, (collectively, the "City Parties") from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal injury death and property damages, or environmental claims (the "Damages") made upon City, arising out of or resulting from Developer's negligent activities or omissions under this Contract, including any negligent acts or omissions of any agent, officer, director, representative, employee, consultant, subconsultant, licensee, sublicense, contractor or subcontractor of Developer, and their respective officers, agents, employees, directors and representatives (collectively, "Developer Parties") while in the exercise of the performance of the rights or duties under this Contract, and in the case of any environmental claim without limitation to whether such claim results from the acts or omissions of the Developer all without, however, waiving any governmental or sovereign immunity available to City under Texas law and without waiving any defenses of the Parties under Texas law. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, OR THE CITY PARTIES IN SUCH INSTANCE WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IN THE EVENT DEVELOPER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Developer shall promptly advise City in writing of any claim or demand against City of Developer known to Developer and related to or arising out of Developer Parties' negligent activities or omissions under this Contract, and shall see to the investigation and defense of such claim or demand at Developer's costs. Notwithstanding any condition imposed by a policy of insurance to which Developer and City are named, City shall retain the right, at its option and at its own expense, to participate in such defense provided by any insurance or self-insurance of Developer under this paragraph without relieving Developer of any of its obligations under this paragraph.

To the extent provided by law, City shall be responsible for all claims, demands, and causes of action against City arising in favor of any person, because of personal injuries or death or

damage to property, occurring, growing out of, or incident to, related to or resulting directly or indirectly from, the occurrence of activities or omission of activities contemplated by this Contract, caused by the negligence of City and/or any of the City Parties.

**11. NON-DISCRIMINATION.** As a Party to this contract, Developer understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**12. CONFLICTS BETWEEN DOCUMENTS.** In the event of any conflict between the Exhibits and the terms and provisions of this Contract, the terms and provisions of this Contract shall control. Further, to the extent language in the Settlement Agreement, the Developer Participation Agreement, and the Development Agreement are inconsistent, the language of the Development Agreement shall control.

**13. WAIVER.** It is understood and acknowledged that City exercises no control over the means of accomplishing the Work. No approval by City shall impose any liability on City for any risk or damage to persons or property or the City Property or shall imply or guarantee any drainage implications or the operation of the drainage facilities to the Parties, any other third party or otherwise.

**14. ATTORNEY'S FEES.** If any of the Parties commence an action against the one or other to enforce any of the terms of this Contract or for damage relative to this Contract, the losing Party shall pay to the prevailing Party the court ordered costs and expenses incurred in connection with the prosecution or defense of such action, including reasonable attorneys' fees and all other costs of suit.

**15. NOTICES.** Any notice required or permitted to be given under this Contract shall be in writing and shall be (1) mailed by certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service, to the respective Party's address listed below:

If to Developer: Mission del Lago, Ltd.  
2928 Manor Road  
Austin, TX 78722

If to City: City of San Antonio  
Attn: Director of Development Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

City of San Antonio  
Attn: City Clerk  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If to Board: City of San Antonio  
Attn: Tax Increment Financing Program  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Any communications so addressed and mailed shall be deemed to be given on the earliest of: (a) when actually received or delivered; (b) when proof of return of certified mail is received; or (c) on the first business day after deposit with an overnight air courier service, if proof to the address of the intended addressee is provided. Each Party has the right to change its address at any time by giving at least 15 days written notice to the other Parties.

**16. THIRD PARTY BENEFICIARIES.** Except as provided in Section B.2(g), *supra*, there shall be no third-party beneficiaries to this Contract.

**17. PARTIAL INVALIDITY.** Any provisions or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties and construed as close as reasonably possible to their original intent.

**18. AUTHORITY.** The persons signing on behalf of each of the Parties to this Contract represent that they each have the authority to bind their respective Party to this Contract. The signature of this Contract or any document on behalf of City is subject to passage of an ordinance approving the authority of such signatory.

**19. GENDER, NUMBER & OTHER TERMS.** Where the context of this Contract permits, the singular shall include the plural, the plural the singular, and the masculine shall include the neuter and feminine. Any captions are for ease of reference only and shall not be used to limit any section of this Contract.

**20. GOVERNING LAW & VENUE.** This Contract will be construed and interpreted under and be governed and enforced according to the laws of the State of Texas. Venue for any legal proceeding arising out of or in connection with this Contract will be in Bexar County, Texas.

**21. AMENDMENTS.** Any modification or amendment to this Contract must be in writing and agreed to by all the Parties. This Contract cannot be modified orally or by course of conduct or dealing. No action or inaction short of a written amendment on the part of any of the Parties may act as a waiver of any condition herein.

**22. COUNTERPARTS.** The Contract Documents may be executed in counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

**23. FORCE MAJURE.** If the Developer or City is unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed under this Contract, the time for the performance of such covenant, agreement, obligation or undertaking so delayed shall be extended for the period of such delay. The Party

claiming force majeure will make reasonable attempts to remedy the effects of the force majeure and continue performance under this Contract with all reasonable dispatch. The term “force majeure” as used in this section includes acts of God, acts of terrorism, strikes, lockouts, or other industrial disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, accidents, or repairs to machinery or pipes, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities, or other causes, whether or not of the same kind as specifically enumerated, not within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to overcome. If the Developer’s contractor suffers any event of “force majeure,” such event shall likewise constitute force majeure with respect to Developer.

**24. ENTIRE AGREEMENT.** The terms of this Contract are intended to be a final expression of the Parties’ agreement and may not be contradicted by evidence of any prior or contemporaneous statements, representations, agreements or understandings, whether written or oral. This Contract including the Exhibits listed below constitutes the complete and exclusive statement of the Parties’ intent and no extrinsic evidence may be introduced in any proceeding involving the Contract Documents.

**Exhibits:** Exhibit A – Mission del Lago, Unit 8 Street Reconstruction Project Scope  
Exhibit B – Map of Unit 8 Streets  
Exhibit C – Construction Documents

*Signatures on next page*

IN WITNESS WHEREOF, this Contract is entered into by the Parties as of \_\_\_\_\_, 2014.

**CITY:**

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

\_\_\_\_\_  
Roderick J. Sanchez  
Director, Development Services

**ATTEST:**

\_\_\_\_\_  
Leticia M. Vaceck  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Bernard  
City Attorney

**DEVELOPER:**

**MISSION DEL LAGO, LTD.,**  
A Texas Limited Partnership,  
By and through its General Partner,  
MDL, Inc., a Texas Corporation

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

**BOARD OF DIRECTORS  
TAX INCREMENT REINVESTMENT  
ZONE NUMBER SIX, CITY OF SAN  
ANTONIO, TEXAS**

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

**Exhibit A**  
**Mission del Lago, Unit 8 Street Reconstruction Project Scope**

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**Exhibit B**  
**Map of Unit 8 Streets**

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**Exhibit C**  
**Construction Documents**

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