

**FIRST AMENDMENT TO THE STERLING BUILDING CHAPTER 380  
ECONOMIC DEVELOPMENT GRANT AGREEMENT**

<b>STATE OF TEXAS</b>	<b>§</b>	<b>CHAPTER 380 ECONOMIC DEVELOPMENT</b>
	<b>§</b>	<b>GRANT AGREEMENT OF THE CITY OF</b>
<b>COUNTY OF BEXAR</b>	<b>§</b>	<b>SAN ANTONIO</b>

This First Amendment to the Chapter 380 Economic Development Grant Agreement (hereafter referred to as this “Agreement”), made and entered into by the City of San Antonio (“City”), a municipal corporation of the State of Texas, the Inner City Tax Increment Reinvestment Zone No. Eleven (TIRZ”), acting by and through its Board of Directors (the “Board”), and Jasmine Engineering, Inc., (Grantee”), a professional engineering firm registered with the State of Texas, (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, City and Board entered into a Chapter 380 Economic Development Grant Agreement (the “Agreement”) authorized by City of San Antonio Ordinance No. 2017-06-15-0457, passed and approved on June 15, 2017, and attached hereto as **EXHIBIT A**.

**WHEREAS**, the Parties now seek to amend the terms and conditions of the Agreement in order to increase the funding commitment to the Grantee, amend the scope of the Project, and to extend Project completion deadline.

**NOW THEREFORE**, the Parties hereby agree and amend as follows:

1. The Parties mutually agree to amend the following sections of the Agreement:
  - (A) The Introductory Paragraph on Page 1 of the agreement is deleted in its entirety and replaced with the following:

This Chapter 380 Economic Development Grant Agreement ("Agreement") is entered into by and between the City of San Antonio ("City"), a Texas municipal corporation in Bexar County, Texas, acting by and through its City Manager pursuant to Ordinance No. 2017-6-15-0457, and subsequently amended pursuant to Ordinance No. \_\_\_\_\_, and the Board of Directors for Tax Increment Reinvestment Zone Number Eleven City of San Antonio, Texas, known as the Inner City TIRZ (“Board”), together referred as the “Parties”.

- (B) The **RECITALS** section on Page 3 of the agreement is amended by adding an eighth and ninth paragraph as follows:

**WHEREAS**, Jasmine Engineering has requested additional time to complete the Project, to amend the scope of the project; and has requested additional funding for the Project in

the amount of Three Hundred and Ninety Seven Thousand Dollars and Zero Cents (\$397,000.00).

**WHEREAS**, on August 26,<sup>th</sup> 2020, the Board approved Resolution T11 2020-08-26-05R, attached hereto as **Exhibit B**, authorizing an additional Three Hundred and Ninety Seven Thousand Dollars and Zero Cents (\$397,000.00) in funding for the Project for a total of up to Seven Hundred and Eighty Two Thousand Dollars and Zero Cents (\$782,000.00); and

(C) **Section 3. THE PROJECT** is amended by deleting all of subsection 3.1 and substituting the following in its place:

The Project shall consist of the remediation necessary to facilitate the construction of a one story building of approximately 7,000 square feet for commercial use (office and retail), including the company headquarters for Jasmine Engineering Inc., located at the Project Site. In addition to the building construction the project shall include the construction of ADA accessible sidewalks around the perimeter of the Project Site in accordance with the UDC.

(D) **SECTION 4. OBLIGATIONS OF GRANTEE** is amended by the following:

i. Deleting Subsection 4.2 and substituting the following:

Within six months after the execution of this Agreement, Grantee shall commence or cause the commencement of construction on the Project. The Project shall be completed no later than December 31, 2021. The Board in its sole discretion may extend the commencement and completion time of construction of the Project by no more than six months.

ii. Adding the following as Subsection 4.6:

Grantee has brought it to the attention of the City that the Project encroaches on the neighboring property. Grantee is to provide the City with written evidence of the authority to build on the neighboring property. Evidence can include and is not limited to ownership or an easement. Grantee has provided a copy of the recorded deed, attached hereto as **Exhibit C**.

(E) **SECTION 6. ECONOMIC DEVELOPMENT PROGRAM GRANT** is amended by deleting all of subsection 6.1 and substituting the following in its place:

In consideration of full and satisfactory performance of activities required by this Agreement, the City and the Board are making an additional Economic Development Program Grant available to Grantee in an amount not to exceed Three Hundred and Ninety Seven Thousand Dollars and Zero Cents (\$397,000) ("Grant Funds"). Grant Funds shall be reimbursed to Grantee after submission of invoices to the TIF Division for Board approval of Project costs as permitted under Section 311.002, Tax Code and approved by the Board. Grant Funds are subject to availability of TIF Funds and the priority of payment for the TIRZ. Grant funds shall be reimbursed within ninety (90) calendar days

following Board approval.

2. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions expressly modified by this First Amendment.

This First Amendment has been fully executed as of the date of signature of the last party to sign.

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

**BOARD OF DIRECTORS**  
Inner City TIRZ #11

\_\_\_\_\_  
City Manager or his designee

  
Councilwoman Jada Andrews-Sullivan  
Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**JASMINE ENGINEERING**

  
Yasaman Azima

Date: 10/22/2020

**ATTEST/SEAL**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Andrew Segovia  
City Attorney

**EXHIBIT A**

**Ordinance 2017-06-15-0457**

AN ORDINANCE 2017-06-15-0457

**AUTHORIZING A CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, THE TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN, CITY OF SAN ANTONIO, TEXAS, AND JASMINE ENGINEERING INC., FOR BOARD APPROVED REMEDIATION COSTS ASSOCIATED WITH THE STERLING BUILDING MIXED-USE PROJECT, LOCATED AT 323 IDAHO AND 1434 EAST COMMERCE STREET, SAN ANTONIO, TEXAS.**

\* \* \* \* \*

**WHEREAS**, tax increment financing is an economic development tool authorized by the Tax Increment Financing Act (the "Act"), Chapter 311 of the Texas Tax Code; and

**WHEREAS**, in accordance with the Act the City through City Council Ordinance 93101, established Tax Increment Reinvestment Zone Number Eleven, known as the Inner City TIRZ ("TIRZ"), and a Board of Directors ("Board") authorized with all the rights, powers, and duties provided by the Act to such boards in order to promote development and revitalization activities within TIRZ; and

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code and Sections 311.010(b) and 311.010(h) of the Act, the City and the Board are authorized to grant funds to promote state and local economic development and to stimulate business and commercial activity in the municipality and within the boundaries of the TIRZ; and

**WHEREAS**, the City and the Board recognize the importance of their continued role in economic development, community development, planning and urban design; and

**WHEREAS**, on January 26, 2017, Jasmine Engineering, Inc. (the Applicant") applied for TIRZ funding for the Sterling Building Mixed-Use Project (the "Project") which consists of the remediation and construction of a two-story building to be utilized for commercial use (office and retail), including the company headquarters for Jasmine Engineering Inc., located at 323 Idaho and 1434 East Commerce Street, and that is anticipated to improve and attract economic activity to a severely blighted area; and

**WHEREAS**, on February 10, 2017, the Board approved Resolution T11 2017-02-10-17-04R, set out in **Exhibit A**, which authorized the commitment of reimbursable TIF funds for the Project in an amount not to exceed Three Hundred and Eighty-Five Thousand Dollars and No Cents (\$385,000.00), subject to the Applicant closing on the purchase of the site of the Project, in accordance with Ordinance No. 2016-10-06-0767; and

**WHEREAS**, in accordance with Ordinance No. 2016-10-06-0767, Jasmine Engineering Inc. secured a Deed Without Warranty from the City for 323 Idaho and 1434 East Commerce Street on March 15, 2017; and

**WHEREAS**, on May 12, 2017, the Board passed Resolution T11 2017-05-12-02R, set out in **Exhibit A**, which authorizes the execution of a Chapter 380 Economic Development Grant Agreement with Jasmine Engineering Inc., for Board approved remediation costs associated with the Sterling Building Mixed Use Project, which staff recommends that the City Council approve; **NOW THEREFORE:**

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

**SECTION 1.** The terms and conditions of the Chapter 380 Economic Development Grant Agreement with Jasmine Engineering Inc., for the Sterling Building Mixed-Use Project, are hereby approved. The City Manager or her designee is authorized to execute this Agreement, a copy of which, in substantial final form is set out in **Exhibit B**. A copy of the fully executed agreement will be substituted for **Exhibit B** upon receipt of all signatures.

**SECTION 2.** This Ordinance authorizes the commitment in an amount not to exceed Three Hundred and Eighty-Five Thousand Dollars and No Cents (\$385,000.00) in reimbursable tax increment funding from the Inner City TIRZ Tax Increment Fund to Jasmine Engineering Inc. for Board approved remediation of 323 Idaho and 1434 East Commerce Street, San Antonio, Texas. There is no direct fiscal impact to the City's General Fund.

**SECTION 3.** City Staff is authorized to amend the Inner City TIRZ Project and Finance Plans to include the Sterling Building Mixed-Use Project.

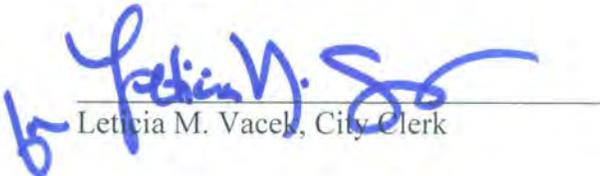
**SECTION 4.** This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage.

**PASSED AND APPROVED** this 15<sup>th</sup> day of June, 2017.



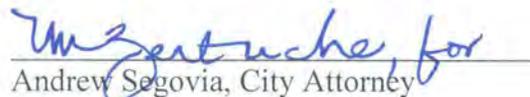
M A Y O R  
Ivy R. Taylor

**ATTEST:**



Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



Andrew Segovia, City Attorney

**EXHIBIT B**

**RESOLUTION T11 2020-08-26-05R**

**T11 2020-08-26-05R**

**RESOLUTION BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN, CITY OF SAN ANTONIO, TEXAS, AUTHORIZING THE COMMITMENT OF AN ADDITIONAL \$397,000 FOR A TOTAL OF \$782,000 IN TAX INCREMENT FUNDS AND THE EXECUTION OF AN AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT WITH THE INNER CITY TIRZ BOARD AND JASMINE ENGINEERING TO AMEND THE GRANT AGREEMENT OF THE STERLING BUILDING PROJECT AND APPROVAL OF ANY NECESSARY AMENDMENTS TO THE PROJECT AND FINANCE PLAN**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio (“City”) and the Inner City TIRZ Board of Directors (“Board”) support programs which allow for economic development within its boundaries; and

**WHEREAS**, in 2017 Jasmine Engineering (“Grantee”) was engaged in an economic development project consisting of the remediation necessary to facilitate the construction of a two-story building of approximately 10,000 square feet for commercial use (office and retail), including the company headquarters for Jasmine Engineering Inc., (the “Project”). Located at 323 Idaho and 1434 East Commerce Street, San Antonio, Texas (the “Project Site”), in City Council District 2 and within the TIRZ boundaries;

**WHEREAS**, on June 15, 2017 City Council authorized the execution of the Chapter 380 Economic Development Grant Agreement and;

**WHEREAS**, Jasmine Engineering has encountered several issues affecting the Project and is proposing an Amendment to the current Agreement to reflect Project changes and to extend the Project completion date to December 31, 2021; and

**WHEREAS**, Jasmine Engineering has also requested additional funding for the Project in the amount of Three Hundred and Ninety-Seven Thousand Dollars and No Cents (\$397,000.00) for the construction of public sidewalks; and

**WHEREAS**, this additional funding brings the total amount of TIRZ funds to Seven Hundred and Eighty-Two Thousand Eight Dollars and No Cents (\$782,000.00); and

**WHEREAS**, in accordance with Section 311.010(b) of the Act, the Board is authorized to enter into agreements to dedicate revenue from the tax increment fund to reimburse for eligible project costs that benefit the TIRZ; and

**WHEREAS**, the Board desires to provide financial incentives for development and revitalization projects that benefit the City and the Inner City TIRZ and must now authorize the execution of the

VR  
08/26/20  
Item No. 8

First Amendment to the Chapter 380 Economic Development Grant Agreement, attached here in substantially final form as **Exhibit A**; **NOW THEREFORE**,

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN, THE INNER CITY TIRZ, CITY OF SAN ANTONIO, TEXAS:**

**SECTION 1.** The recitals set out above are adopted in their entirety.

**SECTION 2.** The Board hereby authorizes the execution of the First Amendment, attached here in substantially final form as **Exhibit A**, to amend the scope of the Project, extend the completion date to December 31, 2021, and to provide additional available tax increment funding not to exceed Three Hundred Ninety Seven Thousand Dollars and Zero Cents (\$397,000) for a total not to exceed Seven Hundred and Eighty Two Thousand Dollars and Zero Cents (\$782,000) for the Sterling Building Project located at 323 Idaho and 1434 East Commerce Street in San Antonio, Texas and within the Inner City TIRZ in City Council District 2.

**PASSED AND APPROVED** this 26<sup>th</sup> day of August, 2020.

  
Councilwoman Jada Andrews-Sullivan  
Board Chair

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Venessa Rodriguez  
Assistant City Attorney

**EXHIBIT C**

**Special Warranty Deed**

**SPECIAL WARRANTY DEED**

**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.**

**Date:** July 30, 2020

**Grantor:** Centro Por La Justicia, a Texas non-profit corporation

**Grantor's Mailing Address:**

P.O. Box 830706  
San Antonio, Texas 78203  
Bexar County

**Grantee:** Yasaman Azima Living Trust

**Grantee's Mailing Address:**

P.O. Box 91012  
San Antonio, Texas 78209  
Bexar County

**Consideration:** Ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Being a one foot wide 0.002 acre (100 square feet) tract of land out of Lot 7, Block 3, New City Block 598 as shown in the Engineers Office Block Maps Book V, Page 63 of 355 and the New City Block Red Tax Maps 500 through 599, Page 100 and 101. Said one foot wide 0.002 acre tract of land being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:**

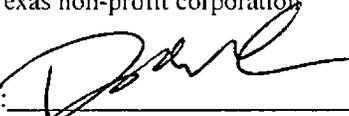
1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas, and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Current ad valorem taxes on the Property having been prorated, the payment thereof remains the responsibility of Grantor.

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

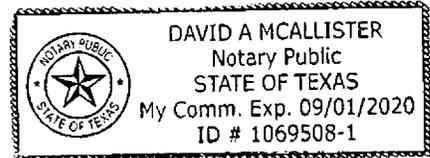
Centro Por La Justicia  
a Texas non-profit corporation

By:   
Diana E. Lopez, Executive Director

THE STATE OF TEXAS    §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on this the 30 day of July 2020, by Diana E. Lopez, Executive Director of Centro Por Las Justicia, in the capacity herein stated.

  
NOTARY PUBLIC, STATE OF TEXAS



PREPARED IN THE OFFICE OF:  
  
Sara E. Dysart  
Attorney at Law  
206 Primera Drive  
San Antonio, Texas 78212

AFTER RECORDING RETURN TO:  
  
Yasaman Azima Living Trust  
P.O. Box 91012  
San Antonio, Texas 78209

**EXHIBIT "A"**

Being a one foot wide 0.002 acre (100 square feet) tract of land out of Lot 7, Block 3, New City Block 598 as shown in the Engineers Office Block Maps Book V, Page 63 of 355 and the New City Block Red Tax Maps 500 through 599, Page 100 and 101. Said one foot wide 0.002 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a one half inch steel with plastic cap (marked ACS, INC) previously set for the northeast corner of this one foot wide 0.002 acre tract of land on the south right-of-way line of East Commerce for the northeast corner of said Lot 7, Block 3, New City Block 598 and the northwest corner of Lot 19, Block 3, New City Block 598 Jasmine Building (11F) subdivision recorded in Volume 9725, Page 36 of the Map and Plat Records of Bexar County, Texas. From said point a drill hole found at the northwest corner of East Commerce and North Hackberry for the southeast corner of Lot 30, New City Block 591 bears the following two calls: South  $75^{\circ}50'55''$  East, a distance of 95.65 feet to a one half inch steel pin with plastic cap (marked ACS, INC) previously set for the northeast corner of said Lot 19, Block 3 New City Block 598 Jasmine Building (11F) and North  $00^{\circ}03'45''$  West, a distance of 85.62 feet.

THENCE with the east line of this one foot wide 0.002 acre tract of land, the east line of said Lot 7, Block 3, New City Block 598 and the west line of said Lot 19, Block 3, New City Block 598 Jasmine Building (F1F) South  $00^{\circ}05'47''$  East, a distance of 99.81 feet to a one half inch steel pin with plastic cap (marked ACS, INC) previously set for the southeast corner of this one foot wide 0.002 acre tract of land, being the southeast corner of said Lot 7, Block 3, NCB 598 and an angle point in the west line of said Lot 19, Block 3, New City Block 598 Jasmine Building (F1F).

THENCE with the south line of this one foot wide 0.002 acre tract of land, the south line of said Lot 7, Block 3, New City Block 598 and the west line of said Lot 19, Block 3, NCB 598 Jasmine Building (F1F) North  $82^{\circ}55'31''$  West, a distance of 1.01 feet to a one half inch steel pin with plastic cap (marked ACS, INC) set for the southwest corner of this one foot wide 0.002 acre tract of land. From said point a one inch rod found for the southwest corner of Lot 18, Block 3, New City Block 598 bears the following three calls: North  $82^{\circ}55'31''$  West, a distance of 45.68 feet to a one half inch steel pin with plastic cap (marked ACS, INC) previously set; South  $00^{\circ}06'38''$  East, a distance of 105.75 feet to a one half inch steel pin with plastic cap (marked ACS, INC) previously set on the north right-of-way line of Idaho St. and South  $89^{\circ}45'52''$  West, a distance of 277.80 feet.

THENCE with the west line of this one foot wide 0.002 acre tract, crossing said Lot 7, Block 3, New City Block 598, being one foot west of and parallel with the east line of said Lot 7, Block 3, New City Block 598 North  $00^{\circ}05'47''$  West, a distance of 99.94 feet to a one half inch steel pin with plastic cap (marked ACS, INC) set for the northwest corner of the one foot wide 0.002 acre tract of land on the south right-of-way line of East Commerce and the north line of said Lot 7, Block 3, New City Block 598.

THENCE with the north line of this one foot wide 0,002 acre tract of land, the south right-of-way of East Commerce and the north line of said Lot 7, Block 3, New City Block 598 South  $75^{\circ}50'55''$  East, a distance of 1.03 feet to the point of beginning. Bearing Basis: GRID State Plane Coordinate (4204 Texas South Central) NAD\_83(2011)(2010.0000) derived from GPS observations taken at Latitude  $29^{\circ}25'14.25''$  North, Longitude  $98^{\circ}28'27.71''$  West, OPUS solution from PIDs: DJ7872, DJ7868, DJ7864: Combined grid to surface scale factor of 1.000164232. Distances and areas recited herein are surface.

**File Information**

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 7/31/2020 4:54 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk