

STATE OF TEXAS

§  
§  
§  
§  
§

**CHAPTER 380 ECONOMIC  
DEVELOPMENT LOAN  
AGREEMENT FOR THE  
GARDOPIA GARDENS  
PROJECT**

COUNTY OF BEXAR

This Economic Development Loan Agreement (hereinafter “Agreement”) is made and entered into on \_\_\_\_\_, 2024 (the “Effective Date”) by and between the City of San Antonio, a municipal corporation of the State of Texas, (hereinafter “City”), acting by and through its City Manager or his designee, and Gardopia Gardens, a Texas Nonprofit Corporation (hereinafter “Borrower”), and together referred to as the “Parties.”

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code, City is authorized to loan municipal funds in furtherance of public purposes for economic development projects; and

**WHEREAS**, in accordance with City Ordinance No. 100684, the City created an economic development program for the purpose of making such loans available; and

**WHEREAS**, BORROWER is engaged in an economic development project that will be located within the city limits of the City of San Antonio consisting of the acquisition of real property located at 615 N. New Braunfels Ave., San Antonio, TX 78202 and 619 N. New Braunfels Ave., San Antonio, TX 78202. (the “Project”); and

**WHEREAS**, BORROWER has requested an economic development loan in the amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) for which it would be the borrower for the purpose of purchasing the Project (the “Purchase Loan”); and

**WHEREAS**, City has identified economic development funds available for BORROWER to use to fund the Purchase Loan in an amount not to exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) and the Inner City Tax Increment Reinvestment Zone Fund will serve as the source of funding for the Purchase Loan for the Project; and

**WHEREAS**, the Board of Directors (the “Board”) of the Inner City Tax Increment Reinvestment Zone has authorized the Purchase Loan as reflected in Resolution No. T11-2024-05-30-03R, passed and approved on May 30, 2024; and

**WHEREAS**, the City Council has authorized the City Manager or his designee to enter into this Agreement with BORROWER as reflected in Ordinance No. 2024-\_\_-\_\_-\_\_\_\_, passed and approved on \_\_\_\_\_, 2024;

**NOW THEREFORE:**

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**

The Project is anticipated to promote local economic development and to stimulate business and commercial activity in the City of San Antonio in accordance with Chapter 380 of the Texas Local Government Code. The City is supporting the Project through the Inner City Tax Increment Reinvestment Zone Fund and is providing economic development loans to be used to defray costs of the Project and promote investment and job creation in a targeted area of the City.

## **SECTION 2. PROJECT REQUIREMENTS**

- A. BORROWER will use the proceeds from this Purchase Loan to purchase the Project.
- B. Omitted.
- C. Omitted.
- D. BORROWER will work with local colleges and universities to promote and create internship opportunities for higher education students.
- E. During the term of the Purchase Loan, BORROWER will provide annual reports to the City, which shall include all relevant financial statements, number of visitors, number of education programs held, and other similar metrics.
- F. BORROWER shall comply with all applicable laws and regulations and shall develop and operate the Project in accordance with the terms and conditions of this Agreement.
- G. BORROWER shall hold at minimum six free events open to the public focused around garden based learning programs, garden building and optimization, and other programs it offers to the public.

## **SECTION 3. ECONOMIC DEVELOPMENT PROGRAM LOAN**

- A. **Economic Development Program Loan.** With funding from the Inner City Tax Increment Fund, having been authorized by the Board as evidenced by the passage of Resolution T11 2024-05-30-03R, City has agreed to provide BORROWER with an Economic Development Program Loan up to in the aggregate amount of THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00) (the “Loan Funds”) in connection with financing the Project.
- B. **Note.** The Purchase Loan shall be evidenced by a promissory note in substantially the form attached hereto as **Exhibit A** (the “Note”), which Note shall be executed by the BORROWER as of the Effective Date. Every term contained in the Note shall be deemed incorporated into this

Agreement. To the extent any provision of the Note shall be deemed to be inconsistent with the provisions of this Agreement, however, the provisions of this Agreement shall control.

C. **The Deed of Trust.** As a condition to the Purchase Loan, BORROWER shall enter into a Deed of Trust in substantially the form attached hereto as **Exhibit B** (the “Security Agreement”), which Security Agreement shall be dated as of the Effective Date. Pursuant to the Security Agreement, BORROWER’s obligations under this Agreement shall be secured by a first priority security interest in and to the real property located at 615 N. New Braunfels Ave., San Antonio, TX 78202 and 619 N. New Braunfels Ave., San Antonio, TX 78202 (collectively, the “Property”).

D. **Loan Disbursement.** City will make the Loan Funds available to BORROWER for the Purchase Loan at the closing of the purchase (the “Loan Disbursement Date”) by BORROWER of the Property.

E. **Repayment of Loan Funds.** BORROWER shall be obligated to repay City the Loan Funds on the fifth (5<sup>th</sup>) year anniversary of this Agreement (the “Due Date”). Such payment shall be paid in full by BORROWER to City no later than sixty (60) days following the Due Date.

F. **Payment of Principal and Accrued Interest.** In addition to the principal amount of the Loan Funds, BORROWER shall also pay accrued interest on the Loan Funds on the Due Date related to their respective loans in the amount of the 6.33% per annum, which shall be deposited into the Inner City Tax Increment Reinvestment Zone Fund.

G. **Sufficient Amounts.** Each payment made pursuant to SECTION 3(E) and 3(F) above shall be sufficient to pay the total amount of principal and Accrued Interest on the Economic Development Program Loan becoming due and payable upon that date.

H. **Unconditional Obligation to Repay the Program Loan.** Subject to Section 3(J), the obligations of BORROWER to make the loan payment and interest payment required by SECTIONS 3(E) and 3(F) above are absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the City, and during the term of this Agreement, BORROWER shall pay all payments required to be made on account of this Agreement (which payments shall be net of any other obligations of BORROWER) as prescribed in SECTION 3(E) and 3(F) free of any deductions and without abatement, diminution or set-off.

I. **Prepayment.** Should BORROWER repay the amount of the Loan Funds in whole, or in part, prior to the expiration of the dates specified in Section 3(E) of this Agreement, no penalty or interest for such payment shall be applied.

J. **Loan Forgiveness.** Due to the economic nature of the City’s loan, BORROWER shall have a right to reduce or eliminate the amount of the repayment of the loan by sixty thousand dollars and no cents (\$60,000.00) annually beginning on the first day of the first year following the Loan Disbursement Date and the first day each year thereafter, so long as BORROWER continues to meet its obligations under Section 2. Accrued Interest shall be eliminated in its entirety so long as the principal has been eliminated by the Due Date under Section 3(J). Any Loan Funds

and accrued interest not forgiven through this Section 3(J) shall be due and payable to City in accordance with Sections 3(E) and 3(F).

K. **Sale of Property.** The Parties acknowledge that this Agreement is made in reliance that BORROWER or its approved assigns will retain ownership of the Project. In the event that BORROWER or its approved assigns sells the Project to a third party within five (5) years of the Effective Date, the entire unpaid principal balance of the Loan Funds plus accrued and unpaid interest shall be due and owing at that time. In the event of a sale of the Project, no amount of the Loan shall be forgiven under Section 3(J).

#### **SECTION 4. LOAN DEFAULT AND CITY'S REMEDIES**

A. **Loan Default Events.** Any one of the following which occurs and continues shall constitute a Loan Default Event:

1. Failure of BORROWER to make any Loan Payment required by SECTIONS 3(E) and 3(F) and not forgiven pursuant to SECTION 3(J) above when due; and/or
2. Failure of BORROWER to maintain property insurance on the Project in an amount sufficient to repay the Loan Funds; and/or
3. Failure of BORROWER to observe and perform in any material respect any covenant, condition or agreement on its part required to be observed or performed under this Agreement to include Section 2, following the receipt of written notice of default specifying the nature of the default and expiration of sixty (60) days after receipt of said written notice; and/or
4. The dissolution or liquidation of BORROWER, the filing by BORROWER of a voluntary petition in bankruptcy, or failure by BORROWER to promptly cause to be lifted any execution, garnishment or attachment of such consequence as will impair the ability of BORROWER to carry on its obligations under this Agreement, and/or
5. The commission by BORROWER of any act of voluntary or involuntary bankruptcy under any state or federal law; and/or
6. The admittance of BORROWER, in writing, of its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of BORROWER shall be appointed in any proceeding brought against BORROWER and shall not be discharged within ninety (90) days after such appointment.

B. **Remedies to City upon a Loan Default Event.** Should BORROWER cause or allow a Loan Default Event to occur and it shall be continuing:

1. City, by written notice to BORROWER shall declare the unpaid balance of the Purchase Loan payable under SECTION 3(E) and 3(F) of this Agreement, and due immediately; and

2. City may take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of BORROWER under this Agreement.

C. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT.

## **SECTION 5. AGREEMENT PERIOD**

This Agreement shall commence upon its execution and shall terminate upon BORROWER repaying all Loan Funds or the reduced amount of Loan Funds in accordance with Section 3(J) (the "Term").

## **SECTION 6. RETENTION AND ACCESSIBILITY OF RECORDS**

A. BORROWER shall maintain the fiscal records and supporting documentation for expenditures of funds directly associated with this Agreement. BORROWER shall retain such records, and any supporting documentation, for the greater of: (1) Four [4] years after the end of the Term; or (2) the period required by other applicable laws and regulations.

B. BORROWER shall, following reasonable advance written notice from the City, give the City, its designee, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or property belonging to or in use by BORROWER pertaining directly to this Agreement (the "Records"). The City's access to the books and records of BORROWER will be limited to information needed to verify that BORROWER is and has been complying with the terms of this Agreement and to verify advances made by the City and repayments made by BORROWER. Any information that is not required by law to be made public shall be kept confidential by City. BORROWER shall not be required to disclose to the City any information that by law BORROWER are required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right at City's expense to require BORROWER to obtain an independent firm to verify the information. The rights to access the Records shall continue for a period of four (4) years after the Term. Failure to provide reasonable access to the Records to authorized City representatives shall constitute a Loan Default Event. All Records shall be retained by BORROWER 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. BORROWER agrees to maintain

the Records in an accessible location and to provide citizens reasonable access to the Records consistent with the Texas Public Information Act on the same terms as the Records are made available to the City as set forth above. All of the above notwithstanding, the City and the citizens shall have no right to access any confidential or proprietary records of BORROWER, including but not limited to the ownership and capital structure of BORROWER.

## **SECTION 7. MONITORING**

City reserves the right to confirm compliance by BORROWER with the terms and conditions of this Agreement.

## **SECTION 8. NOTICE**

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to: City of San Antonio  
TIF Division  
Attn: David Kurpgeweit  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for BORROWER, to: Gardopia Gardens  
619 N. New Braunfels Ave.  
San Antonio, Texas 78202

## **SECTION 9. CONFLICT OF INTEREST**

A. BORROWER shall use reasonable business efforts to ensure that no employee, officer, or individual agent of BORROWER 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. BORROWER shall comply with Chapter 171, Texas Local Government Code as well as the CITY's Code of Ethics.

#### **SECTION 10. NONDISCRIMINATION AND SECTARIAN ACTIVITY**

A. BORROWER shall ensure that no person shall, on the ground of race, color, national origin, religion, sex, age, or handicap, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied access to subcontracts for project improvements funded in whole or in part with funds made available under this Agreement.

B. None of the performances rendered by BORROWER under this Agreement shall involve, and no portion of the funds received by BORROWER 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.

#### **SECTION 11. LEGAL AUTHORITY**

A. Each party assures and guarantees to the other that they possess 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.

#### **SECTION 12. LITIGATION AND CLAIMS**

A. BORROWER shall give City immediate notice in writing of any action, including any proceeding before an administrative agency, filed against BORROWER directly related to the Project. Except as otherwise directed by City, BORROWER shall furnish immediately to City copies of all pertinent papers received by BORROWER with respect to such action or claim. BORROWER shall notify the City immediately of any legal action filed against BORROWER or any subcontractors, or of any proceeding filed under the federal bankruptcy code. BORROWER shall submit a copy of such notice to City within 30 calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred from violations or settlements of, or failure to comply with, federal and state regulations. The above notwithstanding BORROWER is not required to notify City of claim litigation which arise out of operations on the Project, including without limitation, landlord tenant disputes, personal injury actions (slip and falls), and other operational activities or relationships.

B. City and BORROWER acknowledge that City is a political subdivision of the State of Texas and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001 et. seq., and the remedies authorized

therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

C. This Agreement shall be interpreted according to the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

### **SECTION 13. CHANGES AND AMENDMENTS**

A. Except as provided in Section 13(C) below, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties to this Agreement upon City Council and Board approval and authorization of BORROWER.

B. It is understood and agreed by the parties hereto that performances under this Agreement shall be rendered in accordance with the laws and rules governing the Economic Development Program as set forth in Texas Local Government Code Chapter 380, and the terms and conditions of this Agreement.

C. Any alterations, additions, or deletions to the terms of this Agreement required by changes in state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

### **SECTION 14. SPECIAL CONDITIONS AND TERMS**

BORROWER understands and agrees that if BORROWER is a “business” and if the City’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), the following applies: if BORROWER is convicted of knowingly employing an undocumented worker, BORROWER shall repay the Loan Funds and accrued but unpaid interest within six months of final conviction.

### **SECTION. 15. DEBARMENT**

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

### **SECTION 16. RIGHTS UPON DEFAULT**

It is expressly understood and agreed by the Parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any other agreements between BORROWER and the City or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. 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 17. NON-ASSIGNMENT**

This Agreement is not assignable without the written consent of Board, through passage of a Board Resolution, and City, through passage of a City Ordinance, approving such assignment. Any other attempt to assign the Agreement shall not relieve BORROWER from liability under this Agreement and shall not release BORROWER from performing any of the terms, covenants and conditions herein. BORROWER shall be held responsible for all funds received under this Agreement.

**SECTION 18. 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 19. NON-WAIVER**

No course of dealing on the part of the City, the Board, or BORROWER nor any failure or delay by the City, the Board, or BORROWER in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

The receipt by the City of services from an assignee of BORROWER shall not be deemed a waiver of the covenant(s) in this Agreement against assignment or an acceptance of the assignee or a release of BORROWER from further performance by BORROWER of the covenant(s) contained in this Agreement. No provision of this Agreement shall be deemed waived by the City unless such waiver is in writing and approved by the City through an ordinance passed and approved by its City Council.

[SIGNATURE PAGE TO FOLLOW]

WITNESS OUR HANDS, EFFECTIVE as of \_\_\_\_\_, 2024:

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

**GARDOPIA GARDENS**  
a Texas Non-Profit corporation

\_\_\_\_\_  
Erik Walsh  
CITY MANAGER

\_\_\_\_\_  
Name: *Stephen Locken*  
Title: *Funder & CEO*

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

*JMR* \_\_\_\_\_  
Councilperson Jalen McKee-Rodriguez  
BOARD CHAIR

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## **EXHIBIT A**

## REAL ESTATE LIEN NOTE

\$ 300,000.00

San Antonio, Texas, \_\_\_\_\_, 2024

FOR VALUE RECEIVED, Gardopia Gardens, a Texas nonprofit corporation (herein called "Maker"), hereby promises to pay to the order of City of San Antonio (herein together with all subsequent holders hereof called "Holder") at P.O. Box 839966, San Antonio, Texas, 78283-3966 or at such other address as the Holder hereof may from time to time designate in writing to Maker, the principal sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00), or so much thereof as may be advanced, together with interest on the principal balance from time to time remaining unpaid at the rate hereinafter provided.

Interest on the principal balance hereof from time to time remaining unpaid prior to maturity shall be payable at a rate equal to 6.33% per annum.

If, at any time, the rate of interest that this Note would otherwise bear would exceed the Maximum Rate, the rate of interest shall be limited to the Maximum Rate. In such event, any subsequent reductions in the Prime Interest Rate shall not reduce the rate of interest below the Maximum Rate until the total amount of interest accrued on this Note equals the amount of interest that would have accrued if the floating rate described above had at all times been in effect.

This Note shall be due and payable as follows, to-wit:

Maker shall be obligated to repay to Holder the principal amount plus any unpaid accrued interest on the fifth (5th) year anniversary of this Agreement (the "Due Date"). Such payment shall be paid in full by Maker to Holder no later than sixty (60) days following the Due Date. Payment is subject to the terms and conditions set forth in the Chapter 380 Economic Development Loan Agreement for the Gardopia Gardens Project (the "Agreement").

Payment of this Note is secured by a Deed of Trust, of even date herewith executed by Maker to Andrew Segovia, Trustee, for the use and benefit of Holder, covering certain real properties situated in Bexar County, Texas, as more fully described therein. All of the real properties, rights and estates which now or at any time hereafter constitute security for the payment of this Note are herein collectively sometimes referred to as the "Property."

This Note shall be governed by and construed in accordance with applicable statutes. The parties hereto intend to conform strictly to the applicable usury laws. Therefore, all agreements between the Maker and the Holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity hereof or otherwise, shall the amount paid or agreed to be paid to the Holder hereof for the

use, forbearance, or detention of money hereunder or otherwise exceed the maximum amount permissible under applicable law. If the fulfillment of any provision hereof or of any deed of trust or other document evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity. If the Holder hereof shall ever receive anything of value deemed interest under applicable law that would exceed interest at the highest lawful rate, an amount equal to any such excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest. If such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Maker. All sums paid or agreed to be paid to the Holder hereof for the use, forbearance, or detention of the indebtedness of the Maker to the Holder hereof shall, to the extent provided by applicable law, be amortized, prorated, allocated, and spread throughout the term thereof. The provisions of this paragraph shall control all agreements between the Maker and the Holder hereof.

Maker acknowledges that there are fees and charges that are otherwise provided for in this Note that must be paid in addition to the stated rate of interest. Examples may include, but do not necessarily include in this Note, commitment fees, filing fees, late charges, and other fees and charges. Maker acknowledges that he may be asked to pay such fees and charges as may otherwise be provided for herein and agrees to pay same, up to but not beyond the Maximum Rate, when due in accordance with the terms hereof. To the extent any such fees or charges are deemed by law to constitute interest, Maker agrees to pay, up to but not beyond the Maximum Rate, the rate of interest that is produced by the adding of such fees and charges to the stated rate of interest. The stated rate of interest plus any fees deemed by law to constitute additional interest shall not exceed the Maximum Rate.

Upon payment of all accrued interest, fees, and other amounts then due and payable by the Maker to the Holder under this Note, or any agreement securing this Note, Maker shall have, upon five (5) days written notice to the Holder, the right to prepay at any time in advance of maturity, without premium or penalty, all or part of the outstanding principal balance of this Note. Any such prepayments shall be applied by the Holder first to accrued and unpaid interest, then to the outstanding principal of this Note.

All past due principal and interest on this Note shall bear interest at the highest rate permitted by applicable law. During the existence of any default hereunder or under any instrument securing or evidencing the loan evidenced hereby, the entire unpaid balance of principal hereunder shall, at the option of Holder, bear interest at the highest rate permitted by applicable law. All sums called for, payable, or to be paid hereunder shall be paid in lawful money of the United States of America that, at the time of payment, is legal tender for the payment of public and private debts.

In the event of default by Maker (i) in the payment of any part of the principal or interest on this Note; (ii) in the performance or observance of any of the covenants or agreements contained in the Deed of Trust or any of the other Security Instruments and after the expiration of any period of grace or curative period contained therein; then in any such event, the entire unpaid balance of principal and accrued interest on this Note, shall, at the option of the Holder hereof, become immediately due and payable. Failure by the Holder to exercise any option upon one default shall not constitute a waiver thereof or a waiver of the right to exercise such option in the event of a subsequent default. If, after default, this Note is placed in the hands of an attorney for collection or if this Note is collected through judicial proceedings, Maker shall pay, in addition to the sums referred to above, a reasonable sum as collection or attorneys' fees and all other costs incurred by Holder in collection of the unpaid amounts due hereunder.

The Maker and all sureties, endorsers, guarantors, and any other party now or hereafter liable for the payment of this Note, in whole or in part, hereby severally (i) waive demand, presentment for payment, notice of nonpayment, protest, notice of acceleration, all other notices, filing of suit, and diligence in collecting the Note or in enforcing any of Holder's rights against the security herefor, (ii) agree to any substitution, subordination, exchange, or release of any of such security or the release of any party primarily or secondarily liable hereon, (iii) agree that the Holder hereof shall not be required first to institute suit or exhaust its remedies hereunder against the Maker or others liable or to become liable hereon or to enforce its rights against them or any security herefor and (iv) consent to any extension or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice thereof to any of them.

IN WITNESS WHEREOF Maker has duly executed this Note as of the date and year first above written.

**GARDOPIA GARDENS,**  
a Texas nonprofit corporation

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

## **EXHIBIT B**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DEED OF TRUST**

**PROJECT NAME: GARDOPIA GARDENS**

**Effective Date:** \_\_\_\_\_, 2024

**Grantor:** Gardopia Gardens, a Texas nonprofit corporation

**Grantor's Mailing Address (including, county):**

619 N. New Braunfels Ave.  
San Antonio, Bexar County, Texas 78202

**Trustee:** ANDREW SEGOVIA

**Trustee's Mailing Address (including, county):**

P.O. Box 839966  
San Antonio, Bexar County, Texas 78283-3966

**Beneficiary:** CITY OF SAN ANTONIO, a Texas municipal corporation

**Beneficiary's Mailing Address (including county):**

City of San Antonio  
TIF Division  
Attention: David Kurpgeweit  
P.O. Box 839966  
San Antonio, Bexar County, Texas  
78283-3966

***With a copy to:***  
City of San Antonio  
Office of the City Attorney  
P.O. Box 839966  
San Antonio, Bexar County, Texas  
78283-3966

**Note:** That certain "Real Estate Lien Note" of even date herewith in the amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) ("***Loan Funds***")

Maker: Gardopia Gardens, a Texas non-profit corporation

Payee: CITY OF SAN ANTONIO, a Texas municipal corporation

Final Maturity Date: \_\_\_\_\_, 2034, unless earlier matured according to the terms of the Note, or otherwise amended in writing by Maker and Payee

Terms of Payment: As provided in the Note.

**Property (including any improvements):**

The real property owned in fee simple by Gardopia Gardens and more particularly described in **Exhibits “A” and “B”** attached to this Deed of Trust and incorporated for all purposes.

Street Address: 615 N. New Braunfels Ave., San Antonio, Texas 78202  
619 N. New Braunfels Ave., San Antonio, Texas 78202

**Loan Documents:** (1) the Note; (2) this Deed of Trust; and (3) that certain “Chapter 380 Economic Development Loan Agreement for the Gardopia Gardens Project” (the “**Agreement**”); of even date hereof executed by and between Grantor and Beneficiary and as subsequently amended, executed by Grantor against the interest in the Property. (The Note, this Deed of Trust, and the Agreement collectively referred to as the “**Loan Documents**”).

Capitalized terms used in this Deed of Trust but not otherwise defined shall have the meanings set forth in the Agreement.

**FOR VALUE RECEIVED AND TO SECURE PAYMENT OF THE NOTE BY GRANTOR, GRANTOR HEREBY IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, AND ASSIGNS GRANTOR’S INTEREST IN THE PROPERTY AND THE IMPROVEMENTS ON THE PROPERTY TO TRUSTEE, TRUSTEE’S SUCCESSORS AND ASSIGNS, IN TRUST, WITH POWER OF SALE, TO HAVE AND TO HOLD** the Property, together with the rights, privileges, and appurtenances thereto belonging unto Trustee and Trustee’s substitutes or successors, forever, and Grantor hereby binds Grantor and Grantor’s successors and assigns to warrant and forever defend the Property unto Trustee, Trustee’s substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof through Grantor, subject to the Permitted Exceptions.

Subject to the liens to secure ad valorem taxes on the interest in the Property that are not yet due and payable, (i) Grantor warrants that it has good and indefeasible title to the Property and has full power and lawful authority to grant, bargain, sell, convey, assign, transfer, and mortgage Grantor’s interest in the Property in the manner and form hereby done or intended; and (ii) Grantor will preserve Grantor’s interest in and right to the Property and will forever warrant and defend the same to Trustee and Beneficiary against any and all claims and will warrant and defend the validity and priority of the lien and security interest created herein against the claims of all persons and parties whomsoever claiming an interest herein through Grantor. Further, the foregoing interest in the Property shall inure to the benefit of and be enforceable by Beneficiary in the event Beneficiary acquires title to the Property pursuant to any foreclosure. If Grantor performs all the covenants in the Loan Documents and pays the Note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Grantor’s expense.

**GRANTOR’S OBLIGATIONS**

Grantor shall:

1. Keep the Property in good repair and condition (reasonable wear and tear excepted) and in a safe, sanitary, and decent condition, in compliance with the City of San Antonio’s Unified Development Code, building, housing and property maintenance codes throughout the term of the Note, unless such requirements have been waived in writing by the City of San Antonio by any one of the following: the Director of Neighborhood and Housing Services Department, the Director of Development Services Department, or the City Manager;

2. Pay all taxes (if any) and assessments on the Property before becoming delinquent and provide on an annual basis to Beneficiary proof of such payment; provided that Grantor shall have the right to contest any tax or assessment, and in connection with such contest Grantor shall, as reasonably required by Beneficiary, deposit such additional security as necessary;
3. Pay when due all claims and demands of mechanics, materialmen, laborers, and others for any and all work performed or materials delivered for the Property; provided that Grantor shall have the right to contest any lien or claim, and in connection with such contest Grantor shall, as reasonably required by Beneficiary, either provide a bond or deposit such additional security as necessary;
4. Unless otherwise agreed to by Beneficiary, preserve this lien's priority as it is established in this Deed of Trust;
5. Deliver to Beneficiary, within ten (10) business days from the date of execution and recording, an owner's title policy, issued by a title company authorized to do business in the State of Texas, on the form promulgated by the Texas State Board of Insurance, wherein the title to the Property is insured as indicated in the corresponding Commitment for Title Insurance required to be submitted by Grantor under the Agreement, executed on even date herewith, by and between Grantor and Beneficiary;
6. Maintain, at Grantor's sole expense, in a form reasonably acceptable to Beneficiary, an insurance policy that is in strict accordance with the insurance requirements set forth in the Agreement;
7. Provide evidence to Beneficiary that all insurance premiums required by the Agreement have been paid current as of the date of such evidence being furnished to Beneficiary;
8. Keep any buildings occupied as required by Grantor's insurance policy;
9. Give Beneficiary prompt, written notice of the occurrence of any significant casualty affecting, or the institution of any proceedings for eminent domain, or for the condemnation of, the Property, or any significant portion thereof;
10. Assign to Beneficiary all insurance proceeds on the Property, and all causes of action, claims, compensation, awards or recoveries for any damage, condemnation or taking of all or any significant part of the Property or for any significant damage or significant injury to it or for any significant loss, or significant diminution in value of the Property; provided that, so long as no Event of Default exists beyond all applicable notice, grace, and cure periods, the proceeds of insurance shall be used to repair or restore the Property;
11. If this is not a first lien, pay all prior notes as they become due that Grantor is liable to pay and abide by all prior lien instruments;
12. Subject to the rights of any residential and commercial tenants, permit Beneficiary to inspect, at all times deemed reasonably appropriate by Beneficiary, the Property to determine if it is being maintained in accordance with the Unified Development Code and other building, housing and property maintenance codes, and Beneficiary may, but is not required, to provide not less than twenty-four (24) hour notice to Grantor of such inspection;
13. Ensure the performance of all obligations and the compliance at all times with each and every term and condition of: this Deed of Trust; the Note; the Agreement; and the Rider;
14. Annually provide to Beneficiary evidence of Grantor's current payment status on all Grantor's loans and other financial transactions in connection with the Property, as applicable, as described in the Loan Documents;
15. Remain liable for the following and for any actual loss, reasonable out-of-pocket cost, expense, liability, obligation, claim, action, or proceeding which may ever be suffered, incurred, or asserted against Beneficiary on account of any of the following, it being understood that the liability

provisions contained in this paragraph are binding upon Grantor and Grantor's successors and assigns and shall inure to the benefit of Beneficiary and any subsequent holder of the Note:

- (A) Any physical waste or removal, demolition or alteration (excluding any casualty and condemnation) to the Property, or any significant portion thereof, so that the value of the Property is materially diminished and Beneficiary reasonably determines that it is not adequately protected from any loss, damage or risk associated therewith and Grantor is unable to reasonably and efficiently perform its obligations under the Loan Documents;
- (B) The failure of Grantor to pay or cause to be paid all taxes, assessments, and other charges imposed or assessed against the Property before becoming delinquent or any personalty used in connection with the operation of the Property, or to keep the Property and all such personalty insured as required by the Loan Documents; provided that Grantor shall have the right to contest any tax or assessment, and Grantor shall, as reasonably required by Beneficiary, deposit such additional security as necessary;
- (C) Except for ordinary wear and tear, any physical waste of the Property or any damage to the Property caused by any negligent or willful violation of any covenant or agreement contained in the Loan Documents regarding the maintenance, repair, and restoration of the Property or any damage to or deterioration in the Property caused by any negligent or willful act or omission of Grantor;
- (D) Taking or allowing the taking of any action that may invalidate or diminish any insurance carried on the Property, unless replacement insurance is provided;
- (E) Failure of Grantor to pay any indebtedness or obligation that results in the filing or creation of a mechanic's, materialman's or judgment lien or other lien against the Property or any part thereof; provided that Grantor shall have the right to bond or contest any lien or claim, and in connection with such contest Grantor shall, as reasonably required by Beneficiary, deposit such additional security as necessary;
- (F) The knowing failure of Grantor to properly apply or ensure the application of, in accordance with the Loan Documents, all insurance proceeds and condemnation rewards received by Grantor with respect to the Property;
- (G) The failure of Grantor to return or deliver to Beneficiary any of Grantor's tangible personal property (including leases, books, records, and files relating to the leasing, operation, and maintenance of the Property) taken from the Property or kept elsewhere by Grantor following any foreclosure of the Property and request by Beneficiary;
- (H) The failure of Grantor to comply with any applicable governmental statutory or other legal requirements or to ensure such compliance in connection with the Project or to correct any defects in construction of the Property of which Grantor has actual knowledge;
- (I) The failure of Grantor to deliver to Beneficiary all rents and profits collected or received by Grantor after the occurrence of any of the following:
  - (i) Grantor notifies Beneficiary that Grantor intends to abandon the Property or, in effect, to not comply with Grantor's obligations under any of the Loan Documents;

- (ii) Grantor is given written notice of the occurrence of any Event of Default under the Loan Documents which, later results in the acceleration of the maturity of the Note and a judicial or non-judicial foreclosure against the Property; or
  - (iii) Any Event of Default under any of the Loan Documents (whether or not Grantor received notice of the default from Beneficiary) regarding the construction, maintenance, repair, restoration or rehabilitation of the Property;
- (J) Whether incurred by Beneficiary prior to or following foreclosure of this Deed of Trust, and whether Beneficiary shall be in the status of a lienholder or an owner of the Property following foreclosure (directly or indirectly), arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence on, under, or about the Property of any hazardous substance;
- (K) All reasonable attorneys' fees and other reasonable out-of-pocket costs incurred by Beneficiary to enforce any of the Loan Documents or to recover from Grantor any of the amounts for which Grantor remains liable as provided in the Loan Documents.

#### **GRANTOR'S REPRESENTATIONS AND WARRANTIES**

Grantor, on behalf of Grantor and Grantor's successors and assigns, hereby represents and warrants the following as of the Effective Date of this Deed of Trust:

1. No bankruptcy or insolvency proceedings are pending or contemplated by or to Grantor's knowledge against Grantor;
2. All reports, certificates, affidavits, statements, and other data furnished by Grantor to Beneficiary in connection with the loan evidenced by the Note secured hereby are materially true and correct and in the case of any express representation or warranties set forth in the Loan Documents will continue to be materially true and correct throughout the term of the Note or, if not so continuing to be materially true and correct upon Grantor's knowledge, will promptly be made materially true and correct by Grantor, and Grantor has not omitted to state any fact or circumstance necessary to make the statements contained therein not misleading;
3. The execution, delivery, and performance of the Loan Documents have been duly authorized by all necessary action to be binding and enforceable against Grantor in accordance with the respective terms thereof and to Grantor's knowledge do not contravene, result in a breach of or constitute a material default under any contract or agreement of any nature to which Grantor is a party or by which Grantor or any of Grantor's properties may be bound and to Grantor's knowledge do not violate or contravene any law, order, decree, rule, or regulation to which Grantor is subject;
4. To Grantor's knowledge, the Property and the intended use thereof by Grantor complies in all material respects with all applicable restrictive covenants, zoning ordinances, subdivision and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders, or requirements issued by any state, federal, or municipal authorities having or claiming jurisdiction over the Property, except to the extent grandfathered or waived by such authorities;
5. To Grantor's knowledge, all utility services necessary and sufficient for the full use, occupancy, operation, and disposition of the Property for its intended purposes are or will be available upon completion of the Project, including water, storm sewer, sanitary sewer, gas (if applicable), electric, cable, and telephone facilities;

6. All adjacent streets, roads, highways, bridges, and waterways necessary for access to and full use, occupancy, operation, and disposition of the Property have been or will be completed upon completion of the Project, have been or will be dedicated to the appropriate governmental authority, and are or will be open and available upon completion of the Project, to the Property without further condition or known cost to Grantor;
7. To Grantor's knowledge, there are no judicial or administrative actions, suits, or proceedings pending or threatened against or affecting Grantor or the Property which, if adversely determined, would materially impair either the Property or Grantor's ability to perform the covenants or obligations required to be performed under this Deed of Trust or any of the other Loan Documents;
8. As of the Effective Date, the Property is free from any lien for water charges, sewer rents, taxes, and assessments;
9. As of the Effective Date, the Property is free from unrepaired damage caused by fire or other casualty; and
10. As of the Effective Date, no part of the Property has been taken in condemnation, eminent domain, or like proceeding nor, to the best of Grantor's actual knowledge, is any such proceeding pending.

#### **BENEFICIARY'S RIGHTS**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note secured by this Deed of Trust are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Any proceeds payable under the insurance policy required to be obtained by this Deed of Trust or any of the Loan Documents shall be payable to Beneficiary.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may, at its option, perform such obligations and be reimbursed by Grantor on demand at the place where the Note secured by this Deed of Trust is payable for any sums so paid, including reasonable attorneys' fees, plus interest on those sums from the dates of payment at the Annual Interest Rate on Matured, Unpaid Amount (as defined in the Note). The sums to be reimbursed shall be secured by this Deed of Trust.
5. If an Event of Default has occurred and continues beyond any applicable cure period, then Beneficiary may:
  - (A) accelerate the maturity of the Note and declare the entire outstanding principal balance and applicable interest on the Note immediately due without the necessity of any further action on the part of Beneficiary;
  - (B) request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and/or
  - (C) purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.
6. Upon the occurrence of any Events of Default, all obligations, if any, of Beneficiary hereunder, including, without limitation, any obligation to advance funds under any of the other Loan Documents, shall immediately cease and terminate.

7. Notwithstanding anything to the contrary herein contained or inferable from any provisions hereof, upon the occurrence of any Events of Default, the outstanding principal and applicable accrued interest on the Note shall immediately become due and payable in full without the necessity of any further action of the part of Beneficiary, and Grantor expressly waives any requirement of notice of intent to accelerate, or of notice of such acceleration of, the maturity of the indebtedness evidenced by the Note.
8. A Default which has not been cured within any applicable cure period shall be an Event of Default under each of the other Loan Documents.

### **TRUSTEE'S DUTIES**

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended.
2. Sell and convey all or part of the Property to the highest bidder for cash with a general warranty binding Grantor.
3. From the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a commission to Trustee of five percent (5%) of the bid;
  - b. to Beneficiary, the full amount of principal, interest, reasonable attorney's fees, and other reasonable out-of-pocket charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance.

### **GENERAL PROVISIONS**

1. If any of the Property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the Property will be presumed to be true in all material respects.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note secured hereby is extended or part of the Property is released.
5. If any portion of the Note secured hereby cannot be lawfully secured by this Deed of Trust, payment shall be applied first to discharge that portion.
6. Beneficiary agrees to apply all sums payable to or received by Grantor resulting from casualty or damage of the Property or all sums payable to or received by Grantor resulting from a taking, for any public or quasi-public purpose by any lawful power or authority by exercise of the power of condemnation or eminent domain, toward the restoration, replacement or rebuilding of the Property or any part thereof, as nearly as possible to its value, condition and operational character immediately prior to any such damage, destruction or taking ("**Restoration**"). Should such an event occur, said sums shall be payable to Beneficiary. After deducting any expenses incurred by Beneficiary, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future leases, rent, and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor (a) is not in default under this Deed of Trust and (b) an Event of Default has not occurred. If Grantor is in default under this Deed of Trust or an Event of Default occurs, Beneficiary may terminate Grantor's license to collect such rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations as Borrower under the Loan Documents in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes voluntarily or involuntarily bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. The Annual Interest Rate on Matured, Unpaid Amount on the Note secured by this Deed of Trust shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under Texas law; any interest in excess of that maximum amount shall be credited on the principal of the Note or, if that has been paid, refunded. Upon any acceleration, or required or permitted prepayment, any such excess shall be canceled automatically as of the date of acceleration or prepayment or, if already paid, credited on the principal of the Note or, if the principal of the Note has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the interest on the Note.
9. Grantor shall at all times comply with and ensure that the Property and the Project comply with all federal, state, and local statutes, ordinances, regulations, and other governmental or quasi-governmental requirements and private covenants now or hereafter relating to the ownership, development, construction, rehabilitation, use or operation of the Property, including, but not limited to, those concerning employment and compensation of persons engaged in operation and maintenance of the Property and any environmental, disabled person access or ecological requirements, even if such compliance shall require structural changes to the Property. Grantor shall not use or occupy, or allow the use or occupancy of, the Property in any manner which violates any lease of the Property or any applicable federal, state, or local law, rule, regulation or order or which constitutes a public or private nuisance, or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto.
10. When the context requires, singular nouns and pronouns include the plural.
11. The term "**Note**" includes all sums secured by this Deed of Trust.
12. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
13. Beneficiary may remedy any Default or Event of Default without waiving it.
14. Beneficiary may waive any Default or Event of Default without waiving prior or subsequent defaults.
15. The term "**days**" when used herein shall mean calendar days. The term "**business day**" when used herein shall mean that part of any given day from Monday through Friday excluding those scheduled holidays officially adopted and approved by the San Antonio City Council for its employees.

16. All notices, demand, requests, and other communications hereunder shall be in writing and shall be deemed to have been given: (A) when delivered by hand (with written confirmation of receipt); (B) one (1) business day after being sent by reputable private courier service for next business day delivery (receipt requested); or (C) five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. A party's rejection or other refusal of a notice, demand or request submitted by the other party, or the inability to deliver such communications because of changed address of which no notice was given as herein required, shall be deemed to be receipt of the notice, demand or request sent. Service of any notice required by Texas Property Code § 51.002, as the same may be amended, shall be effective when the requirements for service under that statute are met. All notices, demands, requests or other communications to be sent to a party must be sent to or made at the address given for that party as set forth above or at such other address as that party may specify by providing at least thirty (30) days' prior written notice thereof to the other parties in accordance with this paragraph.

BENEFICIARY:

City of San Antonio  
TIF Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966  
Attn: David Kurpgeweit

*with a copy to:*

City of San Antonio  
Office of the City Attorney  
P.O. Box 839966  
San Antonio, Texas 78283-3966

GRANTOR:

Gardopia Gardens  
619 N. New Braunfels Ave.  
San Antonio, Texas 78202

By giving to the other party hereto at least thirty (30) days' prior, written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address.

17. This Deed of Trust shall be governed by the laws of the State of Texas. Venue and jurisdiction arising under or in connection with this Deed of Trust shall lie exclusively in Bexar County, Texas.
18. Notwithstanding anything to the contrary set forth in the Loan Documents, the loan evidenced by the Loan Documents is a nonrecourse obligation and Maker and its partners shall have no personal liability under the Loan Documents for the repayment of the indebtedness and the performance of Maker's obligations under this Note and the other Loan Documents, and Payee shall look solely to the collateral pledged under this Deed of Trust for satisfaction of the Note.

**GRANTOR:**

**GARDOPIA GARDENS,**  
a Texas nonprofit corporation

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

**(ACKNOWLEDGMENT)**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF BEXAR       §**

This Instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_ of Gardopia Gardens, a Texas nonprofit corporation, for and on behalf of such entity.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**AFTER RECORDING, RETURN TO:**

City of San Antonio  
Office of the City Attorney  
P.O. Box 839966  
San Antonio, Texas 78283-3966

**EXHIBIT A**

**Property Description**

NCB 6007, Block 8, Lot S 45 FT of 8, Bexar County situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to Plat recorded in the real property records of Bexar County

**EXHIBIT B**

**Property Description**

All of Lot 7 and the North 5 feet of Lot 8, Block 8, New City Block 6007, DIGNOWITY HILL PLACE, City of San Antonio, Bexar County, Texas, as shown on plat thereof recorded in Volume 105, Page 363, Deed and Plat Records of Bexar County, Texas