

## **ASSIGNMENT OF RIGHTS OF THE DEVELOPMENT AGREEMENT FOR HUNTERS POND**

THIS Assignment of Rights ("Assignment") is effective as of January \_\_\_\_ 2024, by and between HUNTERS POND, L.P., a Texas limited partnership ("Assignor") and TIRZ/PID, LP, a Texas limited partnership ("Assignee").

**WHEREAS**, the Hunters Pond Tax Increment Reinvestment Zone #25 ("TIRZ") was designated by the City on June 1, 2006, pursuant to Ordinance 2006-06-01-0633;

**WHEREAS**, the City of San Antonio, Texas ("City"), pursuant to authority granted by the Bexar County Commissioners Court, Assignor, and the Board Of Directors For Tax Increment Reinvestment Zone #25 ("Board"), entered into a Development Agreement ("Development Agreement");

**WHEREAS**, the Board and City approved the Final Project and Finance Plans for the TIRZ as well as authorization to execute the Development Agreement and Interlocal Agreements with the County through city ordinances and approval from the Bexar County Commissioners Court;

**WHEREAS**, Assignor wishes to assign all of its benefits, rights and obligations arising from the Development Agreement to Assignee;

**WHEREAS**, Assignee agrees to be bound by all terms, provisions and representations of the Development Agreement as a condition of assignment and agrees to assume all obligations and liabilities of Assignor under the Development Agreement and all TIRZ Documents as defined below; and

**WHEREAS**, this Assignment is governed by Section 16.3 of each of the Development Agreement which requires approval from the Board and consent of the City Council and the Commissioners Court before becoming effective.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, obligations and benefits herein, Assignor and Assignee agree as follows:

1. Assignor hereby assigns all duties, obligations, liabilities, payments and benefits under or resulting from the Development Agreement, the Project Plans, the Finance Plans, and the applicable Interlocal Agreements by and between the City, Board, and Bexar County, Texas ("County") (collectively, the "TIRZ Documents") to Assignee.
2. Assignee hereby specifically agrees to assume all duties, obligations and liabilities, and agrees to be bound by and to perform all of the obligations, duties, covenants, and conditions of Assignor, under the TIRZ Documents, including the obligation to complete the Projects in accordance with the TIRZ Documents.

3. Notice to the Developer shall be to Assignee as follows:

TIRZ/PID, LP  
13438 Bandera Road, #104  
Helotes, Texas 78023

4. Each person executing this Assignment represents, warrants, assures and guarantees that he or she has full legal authority to: (i) execute this Assignment on behalf of their respective Party; and (ii) bind their respective Party to all terms, conditions, provisions and obligations herein. Additionally, each Party represents and warrants the following:

- A. Assignee represents and warrants that it is a Texas limited liability company duly organized and existing in good standing under the laws of the state of Texas and that it has the power and requisite authority, and has taken all action necessary to execute, deliver, and perform its obligations under this Assignment; and
- B. Assignor represents and warrants that: it is a Texas limited partnership duly organized and existing in good standing under the laws of the state of Texas and has good title to the rights to be assigned by this Assignment; except as expressly set forth in the TIRZ Documents and this Assignment, there has been no assignment, transfer, pledge, hypothecation or grant of a lien on or security interest in any rights of Assignor with respect to the TIRZ or any of the TIRZ Documents, either voluntarily, involuntarily, by operation of law or otherwise, and; it has the power and requisite authority, and has taken all action necessary, to execute, deliver and perform its obligations under this Assignment.

5. THIS ASSIGNMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Assignment shall be heard and determined in Bexar County, Texas.

6. All of the terms and conditions of the Development Agreement shall remain the same and are hereby reconfirmed. The Development Agreement, attached and incorporated herein as Attachment C, shall continue in full force and effect and, with this Assignment, shall be read and construed as one instrument.

7. This written Assignment, including its attachments, embodies the final and entire agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.

8. Approval and Consent of City, County, and Board. The assignment by Assignor in Section 1 above and the assumption and agreement by Assignee in Section 2 above will not become effective until such time that the City, the County, and the Board have approved of, consented to and executed this Assignment.

9. This Assignment shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective successors and assigns.



10. The Parties acknowledge that this instrument and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public. Nothing in this Assignment waives an otherwise applicable exception to disclosure.

11. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse, owns 10% or more of the voting stock or shares of the business entity or 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a subcontractor, a partner, or a parent or subsidiary business entity on a City contract.

12. Each of the Attachments listed below is hereby incorporated by reference within this Assignment for all purposes:

- Attachment A- Consent of City of San Antonio, TIRZ Board and Bexar County
- Attachment B - Release and Indemnity Agreement
- Attachment C - Development Agreement

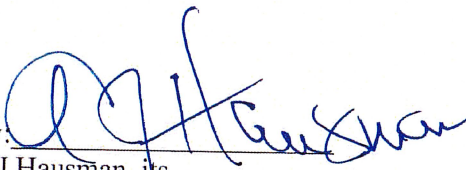
*[Signatures on the following page]*

**IN WITNESS THEREOF**, the Parties have caused this instrument to be executed as of the date of each signature below. This Assignment will become effective on the date of the last signature:

**ASSIGNOR:**

Hunter's Pond, LP.,  
a Texas limited partnership

By: A. Hausman Management LLC, a  
Texas limited liability company, its  
general partner

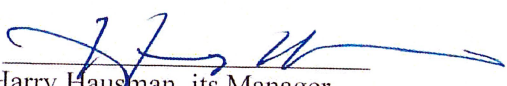
By:   
A J Hausman, its  
Managing Member

Date: 12/19/23

**ASSIGNEE:**

TIRZ/PID, LP  
a Texas limited partnership

By: Hausman Management, LLC,  
A Texas limited liability company, its  
general partner

By:   
Harry Hausman, its Manager

Date: 12/19/23



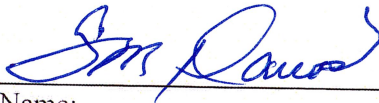
**ATTACHMENT A**  
**APPROVAL AND CONSENT OF THE CITY OF SAN ANTONIO, THE HUNTERS**  
**POND TIRZ BOARD, AND BEXAR COUNTY, TEXAS**

The City, by Ordinance 2024 - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ approved \_\_\_\_ 2024, the Board by Resolution T25 2024-01-31-01R approved January 31, 2024, and Bexar County by order approved \_\_\_\_\_, 2024 hereby approve and consent to the assignment to TIRZ/PID, LP of Hunter's Pond, LP rights under the Development Agreements and the other TIRZ Documents as set forth in the Assignment

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

**BOARD OF DIRECTORS OF TAX**  
**INCREMENT REINVESTMENT ZONE**  
**NUMBER TWENTY- FIVE,**  
**CITY OF SAN ANTONIO, TEXAS**

\_\_\_\_\_  
Erik Walsh  
City Manager

  
\_\_\_\_\_  
Name:  
Title: Presiding Officer, Board of Directors

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

Date: 1-31-24

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

**BEXAR COUNTY,**

a political subdivision of the State of Texas

\_\_\_\_\_  
\_\_\_\_\_  
County Judge

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

**ATTEST:**

\_\_\_\_\_  
Lucy Adame-Clark  
County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant Criminal District Attorney  
Civil Division



**ATTACHMENT B**  
**FULL AND FINAL RELEASE AND INDEMNIFICATION AGREEMENT**

This Full And Final Release and Indemnification Agreement (“Indemnification Agreement”) is made by and between HUNTERS POND, L.P., a Texas limited partnership, and TIRZ/PID, LP, a Texas limited partnership (collectively, the “Hausman Parties”), the CITY OF SAN ANTONIO, BEXAR COUNTY, the ALAMO COMMUNITY COLLEGE DISTRICT, and the SAN ANTONIO RIVER AUTHORITY (collectively, the “Consenting Parties”), effective as of \_\_\_\_\_, 2024 (“Effective Date”), which agreement is set forth as follows:

**WHEREAS**, the Hausman Parties have requested that the Consenting Parties consent to that certain Assignment, by which Hunters Pond, L.P. is assigning to TIRZ/PID, LP, a Texas limited partnership, its rights and obligations under the following Tax Increment Reinvestment Zones: #25 Hunters Pond and all TIRZ Documents set forth in the Assignment for each named TIRZ; and

**WHEREAS**, TIRZ/PID, LP, is agreeing to assume such rights and obligations from Hunters Pond, L.P. and

**WHEREAS**, the City Council of the City of San Antonio has consented to the Assignment subject to the Parties entering into this Agreement, pursuant to Ordinance \_\_\_\_\_ approved, \_\_\_\_\_ 2024; and

**WHEREAS**, the County Commissioners Court of Bexar County has consented to the Assignment subject to the Parties entering into this Agreement pursuant to Resolution passed on \_\_\_\_\_, 2024; and

**WHEREAS**, the Parties to this Agreement wish to finalize the Assignment and Consent thereto in order to proceed with the Development Agreements and related TIRZ Documents;

**NOW THEREFORE**, in consideration of the above and forgoing recitals and the Consenting Parties' Consent to the Assignment, the Hausman Parties agree as follows:

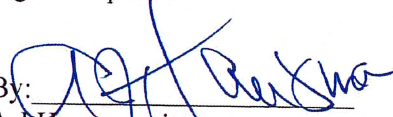
1. The Hausman Parties and their administrators, agents, assigns, attorneys, executors, heirs, insurers and representatives, FULLY AND FINALLY RELEASE AND FOREVER DISCHARGE the Consenting Parties and their administrators, agents, assigns, employees, executors, heirs, insurers and representatives, FROM ALL CLAIMS AND/OR ALLEGATIONS RELATING TO OR ARISING OUT OF THE Assignment and the Consenting Parties' Consent thereto, whether ACCRUED OR UNACCRUED, LIQUIDATED OR UNLIQUIDATED, KNOWN OR UNKNOWN, including but not limited to claims for attorney's fees and court costs.
2. Hunters Pond, L.P. and TIRZ/PID, LP further **AGREE TO INDEMNIFY AND HOLD FOREVER HARMLESS AND DEFEND the CITY OF SAN ANTONIO, BEXAR COUNTY, THE SAN ANTONIO RIVER AUTHORITY and THE ALAMO COMMUNITY COLLEGE DISTRICT FROM ANY CLAIMS OR LAWSUITS OF ANY KIND BY ANY INDIVIDUAL OR ENTITY, AT LAW OR IN EQUITY, REGARDING OR ARISING out of the Assignment and the Consenting Parties' Consent to the Assignment.**



**ASSIGNOR:**

Hunter's Pond, LP.,  
a Texas limited partnership

By: A. Hausman Management LLC, a  
Texas limited liability company, its  
general partner

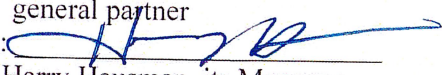
By:   
A J Hausman, its  
Managing Member

Date: 12/19/23

**ASSIGNEE:**

TIRZ/PID, LP  
a Texas limited partnership

By: Hausman Management, LLC,  
A Texas limited liability company, its  
general partner

By:   
Harry Hausman, its Manager

Date: 12/19/23

**ATTACHMENT C**  
**DEVELOPMENT AGREEMENT**

[ON FOLLOWING PAGE(S)]