STATE OF TEXAS	§	**CENTER CITY HOUSING**
	§	**INCENTIVE POLICY AGREEMENT**
	§	**OF THE CITY OF SAN ANTONIO**
COUNTY OF BEXAR	§	

This Center City Housing Incentive Policy Agreement (hereinafter referred to as this "Agreement") is made and entered into by and among the City of San Antonio (the "CITY"), a municipal corporation of the State of Texas, acting by and through its City Manager or her designee, the Midtown Tax Increment Reinvestment Zone #31 (the "TIRZ"), acting by and through its Board of Directors and 120 NINTH STREET, LLC (hereinafter referred to as "DEVELOPER") and whom together may be referred to as the "Parties".

RECITALS

WHEREAS, DEVELOPER is engaged in an economic development project that will be located within the city limits of San Antonio and within the boundaries of the TIRZ that will consist of the construction of TWO HUNDRED AND TWENTY (220) rental housing units to be located at 120 Ninth Street, San Antonio, TX 78215 (the "Project Site"), as more specifically described in **Exhibit A**; and

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately THIRTY-NINE MILLION SIX HUNDRED THIRTEEN THOUSAND DOLLARS AND ZERO CENTS ($39,613,000.00) in real property improvements, less land acquisition costs, within the boundaries of the TIRZ AND City Council District 1; and

WHEREAS, DEVELOPER is seeking economic incentives from the CITY and the TIRZ to undertake and complete the Project; and

WHEREAS, the CITY and the TIRZ have identified funds to be made available to DEVELOPER in the form of a economic development program grant and certain fee waivers (the "Incentives") for use in undertaking and completing the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code and Section 311.010(b) and Section 311.010 (h) of the Texas Tax Code, the CITY and the TIRZ are authorized to grant and loan funds to promote state or local economic development and to stimulate business and commercial activity in the municipality and within the TIRZ; and

WHEREAS, the City Council has authorized the City Manager or her designee to enter into this Agreement in accordance with the City's Center City Housing Incentive Policy (the "Policy"), **Exhibit B**, as approved by City Ordinance No.2012-06-21-0501, passed and approved on June 21, 2012, to grant and loan certain funds as described herein and to waive certain fees; and

WHEREAS, the Board of Directors of the TIRZ, by resolution dated June 19, 2012, has authorized the TIRZ to enter into this Agreement for the limited purpose of authorizing Tax Increment Funds

("TIF"), which, pursuant to Section 311.004, Texas Tax Code, are certain funds established by the CITY for the TIRZ, to be used as a funding source for the Incentives; **NOW THEREFORE**:

The Parties hereto severally and collectively agree, for the consideration herein set forth, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

ARTICLE I. AGREEMENT PURPOSE

DEVELOPER shall undertake the Project which is anticipated to promote local economic development and to stimulate business and commercial activity in the City of San Antonio and in the TIRZ. The CITY and TIRZ are supporting the Project through this Agreement to provide Incentives to be used to defray costs associated with the Project.

ARTICLE II. AGREEMENT PERIOD

This Agreement shall commence upon the Effective Date listed on the signature page and shall terminate upon the earlier of: (A) December 31, 2031 (B) the full-payment of Incentives by CITY and/or TIRZ to DEVELOPER, as limited by this Agreement and subject to funding availability; or (C) termination of this Agreement as otherwise provided herein (the "Term").

ARTICLE III. PROJECT REQUIREMENTS

A. The Project.

1. Investment. DEVELOPER shall invest approximately THIRTY-NINE MILLION SIX HUNDRED THIRTEEN THOUSAND DOLLARS AND ZERO CENTS ($39,613,000.00) (the "Minimum Investment") in an economic development project that will be located within the city limits of San Antonio and within the boundaries of the TIRZ that will consist of the construction of TWO HUNDRED AND TWENTY (220) rental housing units and a structured parking garage located at the Project Site (the "Project"). The Minimum Investment shall include expenditures in: land acquisition; design; base building construction costs; public improvement costs; taxes and insurance; administrative and financing costs; and DEVELOPER fees, as described in DEVELOPER's CCHIP Application, **Exhibit C**.

2. Construction. DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before December 31, 2015 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than June 30, 2017 (the "Completion Date"), subject to Force Majeure as defined in this Agreement. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and CITY's receipt of correspondence from the general contractor for the Project certifying that construction has commenced. The Completion Date shall be determined by the issuance of a Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld.

a. DEVELOPER shall provide progress reports to City on the Project and Project Site on a quarterly basis from the Commencement Date through the Completion Date (the "Construction Period"). In addition to the quarterly progress reports, should CITY request an interim progress report during the Construction Period, DEVELOPER shall provide such progress report within fifteen (15) business days.

b. DEVELOPER shall comply with all applicable Federal, State and local laws and regulations, including federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TDSHS) and Texas Commission on Environmental Quality (TCEQ) rules and regulations and all other regulations and laws relating to the environment, Asbestos Containing Materials (ACM), Hazardous Substances or exposure to ACM and Hazardous Substances as applicable and shall develop and operate the Project in accordance with the terms and conditions of this Agreement.

c. No streets, sidewalks, drainage, public utility infrastructure, or other public improvements ("Public Improvements") with a lien still attached may be offered to the CITY for dedication. If any lien or claim of lien, whether choate or inchoate (collectively, any "Mechanic's Lien") is filed against DEVELOPER regarding the Public Improvements on the Project by reason of any work, labor, services or materials supplied or claimed to have been supplied by, or on behalf of, DEVELOPER, or any of its agents or Contractors, DEVELOPER shall cause the same to be satisfied or discharged of record, or effectively prevent the enforcement or foreclosure against the Project's Public Improvements by injunction, payment, deposit, bond, court order or otherwise.

d. DEVELOPER is responsible for complying with all applicable City Code provisions, including provisions of the Unified Development Code, enforced pursuant to the CITY's subdivision platting authority, and as amended, including, but not limited to, those provisions related to drainage, utilities, and substandard public street rights-of-ways for development and construction of the Project including the Public Improvements. In addition, DEVELOPER shall exercise commercially reasonable efforts to follow the Urban Neighborhood recommendations of the applicable Master Plan, if any, and shall consider incorporating low impact development strategies for water quality, storm water and drainage where appropriate for the Project. This Agreement in no way obligates City to approve any subsequent permits or requests for the Project as DEVELOPER is still responsible for acquiring all necessary permits and/or approvals as needed for the Project.

3. If a Project is a market rate rental project it is required to maintain 10% of its housing units at the Project's first year rental rate per square foot, adjusted for inflation in accordance with the Consumer Price Index (CPI) for the 0300 South Urban area, for the term of the 15-year Tax Reimbursement Grant.

ARTICLE IV. ECONOMIC DEVELOPMENT PROGRAM INCENTIVES

The Incentives offered by the CITY to the DEVELOPER in this Agreement shall be in compliance with the Policy in effect as of the Effective Date of the Agreement, which Policy may be amended from time to time. Should the Incentives provided in this Article exceed the maximum amount authorized in the Policy, then that award shall be automatically amended to provide only the amount authorized by the Policy.

Economic Development Program Incentives. CITY and TIRZ are providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, THREE MILLION NINE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS AND ZERO CENTS ($3,956,822.00), as summarized in the attached CCHIP Agreement Term Sheet, **Exhibit D**.

No disbursement of Incentives, other than fee waivers, shall be made until the following:

(a) Execution of the Agreement by all Parties; and

(b) Receipt of evidence of the issuance of a building permit from the CITY of San Antonio for the Project's location on or prior to the Commencement Date; and

(c) Commencement of construction on the Project to be evidenced by the submission and receipt of a letter confirming commencement by the general contractor to CITY on or prior to the Commencement Date; and

(d) Receipt by the CITY of evidence in the form of a letter from a qualified financial institution confirming DEVELOPER has funds available on deposit or under an existing credit facility or construction loan sufficient to complete the Project on or prior to the Commencement Date.

A. Annual Real Property Tax Reimbursement. Subject to the terms and conditions of this Agreement and the Payment Conditions (defined below), for each tax year commencing with the Initial Reimbursement Tax Year and then continuing annually for a total of fifteen (15) consecutive tax years throughout the remainder of the Term of this Agreement, CITY and TIRZ shall provide DEVELOPER, following submission of a tax invoice by DEVELOPER indicating full payment of all taxes owed by DEVELOPER on the Project, an annual grant for the Term of this Agreement in the cumulative amount of approximately, but not limited to, THREE MILLION ONE HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS ($3,152,177.00).

(a) The amount of the annual grant (the "Annual Incremental Property Tax Reimbursement") shall be equal to 100% of:

(i) the actual amount of real property taxes paid to CITY with respect to the Project Site for the immediately preceding Tax Year, *less* the amount of real property taxes paid to City with respect to the Project Site for the tax year ending December 31, 2014 (the "Base Year") **Exhibit E**.

a. The "Initial Reimbursement Tax Year" shall be defined as the first tax year in which actual project completion occurs, for which reimbursement under this section can be sought.

b. The "Base Year" shall be defined as the immediately preceding tax year from the date of execution of this agreement.

(b) Payment of the Annual Incremental Property Tax Reimbursement to DEVELOPER shall occur in accordance with the following conditions (collectively, the "Payment Conditions"):

(i) For each tax year during the Term of this Agreement, CITY and TIRZ shall pay the Annual Incremental Property Tax Reimbursement to DEVELOPER provided the CITY has deposited funds into the TIF for that particular tax year, pursuant to Section 311.013 of the Texas Tax Code. DEVELOPER further understands that the level of participation in the TIRZ by participating governmental entities may be less than 100%.

(ii) For any particular tax year during the Term of this Agreement, if no tax increment is realized within the TIRZ, then the TIRZ shall defer payment of the Annual Incremental Property Tax Reimbursement that is due to DEVELOPER under this Article, during that tax year.

(iii) For any particular tax year during the Term of this Agreement, if insufficient tax increment is realized within the TIRZ to permit the full payment of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article, the TIRZ shall pay as much of the Annual Incremental Property Tax Reimbursement to DEVELOPER, as possible, and the TIRZ shall defer payment of any unpaid balance of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article during that tax year.

(iv) It is expressly agreed that all deferred Annual Incremental Property Tax Reimbursements (the "Deferred Amounts Due") shall accrue without interest and shall be payable at the earliest reasonable opportunity to DEVELOPER by the TIRZ upon the availability of tax increment in the Tax Increment Fund during the Term of this Agreement.

(v) DEVELOPER acknowledges that unless the TIRZ is extended, payments will cease upon termination of the TIRZ and reconciliation of all accounts. Once the TIRZ terminates, CITY may be liable for obligations regarding the Annual

Property Tax Increment Reimbursement. However, should City undertake payment of the Annual Incremental Property Tax Reimbursement, then such payment shall be reduced annually to sixty-two point six percent (62.6%) of the annual incremental property tax paid by DEVELOPER.

(vi) The DEVELOPER understands and agrees that any expenditure made by the DEVELOPER in anticipation of reimbursement from tax increments shall not be, nor shall be construed to be, financial obligations of the CITY or the TIRZ. The DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the Project, changes in interest rates or capital markets, changes in building and development code requirements, changes in CITY policy, and/or unanticipated effects covered under legal doctrine of force majeure.

(vii) Any and all amounts payable by the TIRZ under this Agreement are payable solely from the TIRZ Tax Increment Fund, and no claim for payment of any amount outside of this contribution shall be made, claimed or permitted against any other funds, properties, assets or the general credit of the TIRZ and/or the CITY.

(viii) Any fees associated with the administration of the TIRZ shall take priority of payment over DEVELOPER's reimbursement.

(c) Obligation to Pay Taxes. It is understood that DEVELOPER shall continue to pay all taxes owed on the Property Site as required by law. Taxes owed shall be determined by the Bexar County Appraisal District. Prior to the CITY disbursing TIRZ funds under this Agreement, DEVELOPER must provide to CITY evidence indicating that all taxes owed by DEVELOPER on the Property Site have been paid in full for the tax year for which payment of the Annual Incremental Property Tax Reimbursement is sought, subject to DEVELOPER's right to protest taxes as permitted by law. If, during the Term of this Agreement, DEVELOPER allows its ad valorem taxes due on the Property Site to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or contest of the taxing value, then the CITY and TIRZ's remedies under this Agreement shall apply.

B. Fee Waivers. CITY is providing DEVELOPER with Fee Waivers in the cumulative amount of EIGHT HUNDRED FOUR THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS AND ZERO CENTS ($804,645.00). The cumulative amount represents both City fee waivers in the approximate amount of ONE HUNDRED TEN THOUSAND FOUR HUNDRED FORTY DOLLARS AND ZERO CENTS ($110,440.00) and SAWS fee waivers in the approximate amount of SIX HUNDRED NINETY-FOUR THOUSAND TWO HUNDRED FIVE DOLLARS AND ZERO CENTS ($694,205.00). The Fee Waivers are administrative in nature and are effective

as of the date they are issued as reflected in the attached Fee Waiver Transmittal, **Exhibit F**.

ARTICLE V. CITY AND TIRZ OBLIGATIONS

A. In consideration of full and satisfactory performance of activities required by this Agreement, CITY and TIRZ will pay DEVELOPER in accordance with Article IV above.

B. Neither CITY nor TIRZ will be liable to DEVELOPER or any other entity for any costs incurred by DEVELOPER in connection with this Agreement.

C. The CITY agrees to act as the fiscal agent on behalf of the TIRZ by making disbursements from the TIF for the Project pursuant to this Agreement. Additionally, the CITY shall monitor DEVELOPER's compliance with the terms and conditions of this Agreement and provide updated information to the TIRZ regarding the progress of the Project.

ARTICLE VI. RETENTION AND ACCESSIBILITY OF RECORDS

A. DEVELOPER shall maintain the fiscal records and supporting documentation for expenditures of Incentives associated with this Agreement. DEVELOPER shall retain such records and any supporting documentation for the greater of: (1) five [5] years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

B. DEVELOPER 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 material records related to the cost of Project (the "Records") and the expenditure of the Incentives. CITY's access to the Records will be limited to information needed to verify that DEVELOPER is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the CITY. DEVELOPER shall not be required to disclose to the CITY or TIRZ any information that by law DEVELOPER is 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 to require DEVELOPER to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of DEVELOPER. The rights to access the Records shall continue as long as the Records are retained by DEVELOPER. Failure to provide reasonable access to the Records to authorized CITY representatives shall be cause for CITY and/or TIRZ to provide notice of intent to suspend or terminate this Agreement as provided for herein, or any portion thereof, for reason of default. Notwithstanding Section A above, all Records shall be retained by DEVELOPER for a period of five (5) 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.

ARTICLE VII. MONITORING

The CITY reserves the right to confirm DEVELOPER's compliance with the terms and conditions of this Agreement. The CITY will provide DEVELOPER with a written report of the monitor's

findings. If the monitoring report notes deficiencies in DEVELOPER's performances under the terms of this Agreement, the monitoring report shall include a listing of requirements for the correction of such deficiencies by DEVELOPER and a reasonable amount of time in which to attain compliance. Failure by DEVELOPER to take action specified in the monitoring report within a reasonable amount of time may be cause for suspension or termination of this Agreement, in accordance with Articles VIII and IX herein.

ARTICLE VIII. DEFAULT/CURE PERIOD/SUSPENSION

A. Notwithstanding the provisions of Chapter 2251 of the Texas Government Code, in the event DEVELOPER fails to comply with the terms of this Agreement such non-compliance shall be deemed a default. CITY shall provide DEVELOPER with written notification as to the nature of the default (the "Notice of Default") and grant DEVELOPER a sixty (60) day period from the date of CITY's written notification to cure such default (the "Cure Period"). Should DEVELOPER fail to cure the default within the Cure Period, CITY may, upon written notification (the "Notice of Suspension"), suspend this Agreement in whole or in part and withhold further payments to DEVELOPER. Such Notice of Suspension shall include: (1) the reasons for such suspension; (2) the effective date of such suspension; and, (3) in the case of partial suspension, the portion of the Agreement to be suspended.

B. In the case of default for causes beyond DEVELOPER's reasonable control, which cannot with due diligence be cured within the Cure Period, CITY may, in its sole discretion, extend the Cure Period provided that DEVELOPER shall: (1) immediately upon receipt of Notice of Default advise CITY of DEVELOPER's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

C. A suspension under this Article VIII may be lifted only at the sole discretion of the CITY upon a showing of compliance with or written waiver by CITY of the term(s) in question.

D. CITY shall not be liable to DEVELOPER or to DEVELOPER's creditors for costs incurred during any term of suspension of this Agreement.

ARTICLE IX. TERMINATION

A. Should DEVELOPER fail to timely meet the Commencement Date for the Project in accordance with Article III.A.2 above, at CITY's sole discretion, and with 30 days notice to DEVELOPER, CITY may terminate the Agreement, in which instance any and all Incentives offered to DEVELOPER by CITY and TIRZ shall extinguish.

B. CITY and/or TIRZ shall have the right to terminate this Agreement for cause should DEVELOPER fail to perform under the terms and conditions herein, or should DEVELOPER fail to cure a default after receiving written notice of such default with sixty (60) days opportunity to cure. CITY and TIRZ may, upon issuance to DEVELOPER of written notice of termination (the "Notice of Termination"), terminate this Agreement for cause and withhold further payments to

DEVELOPER. A Notice of Termination shall include: (1) the reasons for such termination; and (2) the effective date of such Termination.

C. Should CITY and/or TIRZ terminate this Agreement for cause, then CITY shall have the right to recapture any and all disbursed funds made under, as applicable, the Economic Development Program Annual Incremental Property Tax Reimbursement, and/or any and all disbursed Incentive Loan Funds. CITY shall be entitled to the repayment of the recaptured funds within sixty (60) calendar days from the date of the Notice of Termination.

D. In addition to the above, this Agreement may be terminated by written agreement of the Parties as follows:

1. By the CITY (with the consent of DEVELOPER) in which case the two parties shall agree upon the termination conditions, including the repayment of funds and the effective date of termination; or

2. By the DEVELOPER upon written notification to CITY, setting forth the reasons of such termination, a proposed pay-back plan of all funds disbursed, and the proposed effective date of such termination.

Notwithstanding the foregoing, DEVELOPER shall not be relieved of its obligation to repay any and all disbursed funds made under this Agreement, nor shall DEVELOPER be relieved of any liability to CITY for actual damages due to CITY by virtue of any breach by DEVELOPER of any terms of this Agreement.

E. Other Remedies Available. The City shall have the right to seek any remedy at law to which it may be entitled, in addition to termination and repayment of funds, if DEVELOPER defaults under the material terms of this Agreement and fails to cure such default within the cure period set forth above.

ARTICLE X. NOTICE

Any notice required or permitted to be given hereunder by one Party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the Party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such Party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such Party at the address hereinafter specified. Any notice mailed in the above manner shall be effective two (2) business days following its deposit into the custody of the United States Postal Service or one (1) business day following its deposit into the custody of such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. From time to time, either Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

If intended for CITY, to:	City of San Antonio Attn: Director Center City Development Office P.O. Box 839966 San Antonio, TX 78283-3966
If intended for TIRZ, to:	Planning & Community Development Dept. Cliff Morton Development & Business Service Center Attn: Tax Increment Finance Unit 1901 S. Alamo San Antonio, TX 78204
If intended for DEVELOPER, to:	120 Ninth Street, LLC Attn: Steven Bodner 6010 West 62nd Street Indianapolis, IN 46278

ARTICLE XI. SPECIAL CONDITIONS AND TERMS

A. Termination of TIRZ. The Parties agree that, in the event that the CITY, acting in accordance with State law, terminates the TIRZ or adopts an ordinance that causes the termination date of the TIRZ to occur on a date earlier than provided in the ordinance that initially established the TIRZ or by subsequent CITY ordinance, the DEVELOPER may petition the CITY to amend this Agreement, in its sole discretion, to provide for the payment of the Annual Property Tax Increment Reimbursement in accordance with the material terms and conditions of this Agreement. However, should the Project become located in another TIRZ, DEVELOPER may alternatively petition for assignment to said TIRZ in accordance with Article XXI.B.

B. Employment. DEVELOPER, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project during the Term of this Agreement. If DEVELOPER is convicted of a violation under 8 U.S.C. Section 1324a (f), then DEVELOPER shall repay the CITY or TIRZ the Incentives paid under this Agreement for the tax year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within 120 business days after the date DEVELOPER is notified by the CITY of such violation. The CITY, in its sole discretion, may extend the period for repayment herein. Additionally, DEVELOPER shall pay interest on the amounts due to CITY or TIRZ at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate,

from the date of such violation notice until paid.

ARTICLE XII. CONFLICT OF INTEREST

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

B. City may terminate this Agreement immediately if the DEVELOPER has offered, conferred, or agreed to confer any benefit on a City of San Antonio employee or official that the City of San Antonio employee or official is prohibited by law from accepting. Benefit means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may obtain reimbursement for any expenditure made to the DEVELOPER resulting from the improper offer, agreement to confer, or conferring of a benefit to a City of San Antonio employee or official.

ARTICLE XIII. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. As a condition of entering into this Agreement, DEVELOPER represents and warrants that it will comply with the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance 2010-06-17-0531. As part of such compliance, DEVELOPER shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers funded in whole or in part with funds made available under this Agreement, nor shall DEVELOPER retaliate against any person for reporting instances of such discrimination. DEVELOPER shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's relevant marketplace. DEVELOPER understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of DEVELOPER from participating in City contracts, or other sanctions as provided by applicable law. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

C. DEVELOPER shall, to the best of its knowledge and belief, include the substance of this Article in all agreements entered into by DEVELOPER associated with the funds made available through this Agreement.

ARTICLE XIV. LEGAL AUTHORITY

A. Each Party assures and guarantees to the other that they possesses the legal authority to enter into this Agreement, to receive/deliver the Incentives 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.

C. CITY will have the right to suspend or terminate this Agreement in accordance with Articles VIII or IX if there is a dispute as to the legal authority of either DEVELOPER or the person signing this Agreement, to enter into this Agreement, any amendments hereto or failure to render performances hereunder. DEVELOPER is liable to CITY for all Incentives it has received from CITY under this Agreement if CITY suspends or terminates this Agreement for reasons enumerated in this Article.

ARTICLE XV. LITIGATION AND CLAIMS

A. DEVELOPER shall give CITY immediate notice in writing of any action, including any proceeding before an administrative agency, filed against DEVELOPER arising out the performance of any activities hereunder. Except as otherwise directed by CITY, DEVELOPER shall furnish immediately to CITY copies of all pertinent papers received by DEVELOPER with respect to such action or claim. DEVELOPER shall notify the CITY immediately of any legal action, known to DEVELOPER, filed against the DEVELOPER or any subcontractor thereto, or of any known proceeding filed under the federal bankruptcy code to which DEVELOPER or any subcontractor is a party. DEVELOPER shall submit a copy of such notice to CITY within 30 calendar days after receipt. No Incentives 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, DEVELOPER is not required to notify CITY of claims or litigation which arise out of DEVELOPER's operations on the Project, including, without limitation, landlord tenant disputes, personal injury actions (e.g., slip and falls), and other operational activities or relationships.

B. DEVELOPER acknowledges 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.

ARTICLE XVI. ATTORNEY'S FEES

A. In the event DEVELOPER should default under any of the provisions of this Agreement and the CITY should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of DEVELOPER herein contained, DEVELOPER agrees to pay to the reasonable fees of such attorneys and such other expenses so incurred by the CITY.

B. In the event CITY or TIRZ should default under any of the provisions of this Agreement and the DEVELOPER should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of CITY or TIRZ herein contained, CITY and TIRZ agrees to pay to the DEVELOPER reasonable fees of such attorneys and such other expenses so incurred by the DEVELOPER.

ARTICLE XVII. CHANGES AND AMENDMENTS

A. Except as provided below, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by all Parties to this Agreement. Any amendments to this Agreement which change or increase any of the Incentives to be provided DEVELOPER by CITY and/or TIRZ must be approved by CITY ordinance, with TIRZ Board approval, and in accordance with an official amendment of the TIRZ Project Plan and Financing Plan by the governing body of the TIRZ and CITY.

B. It is understood and agreed by the Parties hereto that performance 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.

ARTICLE XVIII. SUBCONTRACTING

A. DEVELOPER shall use reasonable business efforts to ensure that the performance rendered

under subcontracts entered into by DEVELOPER complies with all terms and provisions of this Agreement as if such performance were rendered by DEVELOPER.

B. DEVELOPER, in subcontracting any of the performances hereunder, expressly understands that in entering into such subcontracts, neither CITY nor TIRZ is liable to DEVELOPER's subcontractor(s).

C. DEVELOPER assures and shall obtain assurances from all of its contractors where applicable, that no person shall, on the grounds of race, creed, color, disability, national origin, sex or religion, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement.

ARTICLE XIX. DEBARMENT

By signing this Agreement, DEVELOPER certifies that it will not award any Incentives provided under this Agreement to any party which it knows to be debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs by the CITY.

ARTICLE XX. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the Parties hereto that, except as otherwise expressly provided herein, 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 DEVELOPER and the CITY or TIRZ 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.

ARTICLE XXI. ASSIGNMENT

A. This Agreement is not assignable by any Party without the written consent of the non-assigning Parties. Notwithstanding the foregoing, DEVELOPER may assign this Agreement to a parent, subsidiary, affiliate entity or newly created entity resulting from a merger, acquisition or other corporate restructure or reorganization of DEVELOPER. In such cases, DEVELOPER shall give CITY no less than thirty (30) days prior written notice of the assignment or other transfer. Any and all future assignees must be bound by all terms and/or provisions and representations of this Agreement as a condition of assignment. Any attempt to assign the Agreement without the notification and subsequent consent of CITY and TIRZ, if consent is required under this Article, shall release CITY and TIRZ from performing any of the terms, covenants and conditions herein. Any assignment of this Agreement in violation of this Article shall enable CITY to terminate this Agreement and exercise its rights under Article IX of this Agreement.

B. The CITY and DEVELOPER also authorize the TIRZ to assign to any other Tax Increment Reinvestment Zone ("Zone") should this Project be included in the boundaries of said Zone and the Board of said Zone agrees to the assignment of all the duties, rights and obligations of the TIRZ as evidenced by a Board resolution. City staff and/or TIRZ shall be responsible for providing DEVELOPER written notice no less than 30 days prior to the proposed assignment.

C. Any restrictions in this Agreement on the transfer or assignment of the DEVELOPER's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, shall the CITY or TIRZ be obligated in any way to said financial institution or other provider of capital. The City, acting as fiscal agent for the TIRZ, shall only issue checks or any other forms of payment made payable to the DEVELOPER.

ARTICLE XXII. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements among 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.

ARTICLE XXIII. AUTHORIZED RELIEF FROM PERFORMANCE *(Force Majeure)*

The CITY may grant temporary relief from any deadline for performance of any term of this Agreement if the DEVELOPER is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributed to the fault or negligence of the DEVELOPER. The burden of proof for the need for such relief shall rest upon the DEVELOPER. To obtain relief based upon *force majeure*, the DEVELOPER must file a written request with the CITY. CITY will not unreasonably withhold its consent.

ARTICLE XXIV. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is incorporated herein by reference for all purposes as an essential part of the Agreement, which governs the rights and duties of the Parties.

Exhibit A	Legal Description of Property
Exhibit B	Center City Housing Incentive Policy
Exhibit C	Developer's CCHIP Application
Exhibit D	CCHIP Agreement Term Sheet
Exhibit E	Evidence of Base Year Ad Valorem Property Taxes
Exhibit F	Fee Waiver Transmittal

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of September 23**, 2015 (the "Effective Date"):**

Accepted and executed in three duplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 2012-06-21-0501, dated June 21, 2012, and by DEVELOPER pursuant to the authority of its Managing Partner.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

Lori Houston
Assistant City Manager

DEVELOPER:
120 NINTH STREET, LLC.

By:
Steven Bodner
Member

APPROVED AS TO FORM:

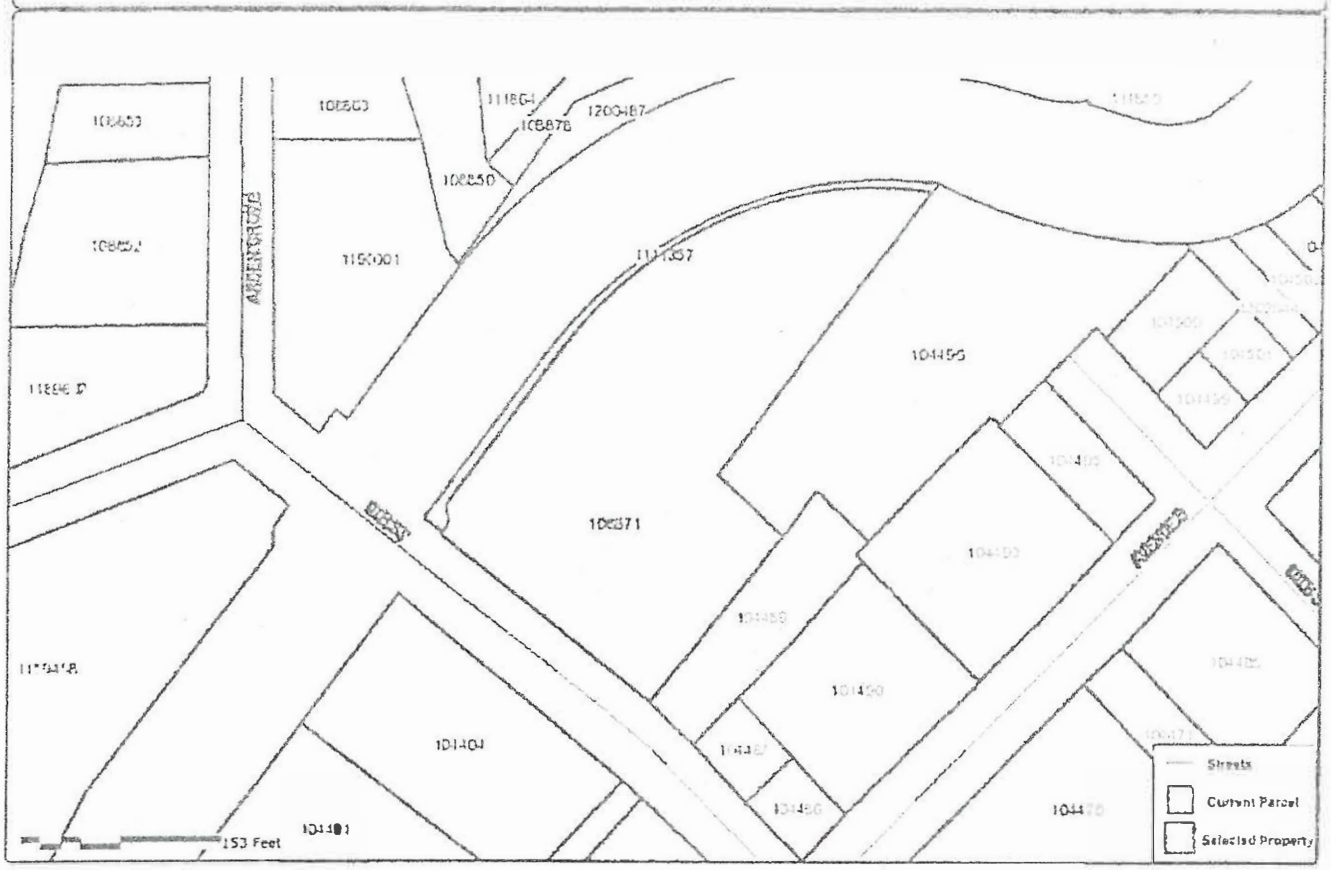
CITY ATTORNEY

MIDTOWN TAX INCREMENT REINVESTMENT ZONE #31:

Name:
BOARD CHAIRPERSON

EXHIBIT A

Bexar CAD - Map of Property ID 108871 for Year 2015



Property Details

Account

Property ID: 108871
Geo ID: 00783-034-0192
Type: Real
Legal Description: NCB 783 BLK 34 LOT E IRR 33FT OF A-19, S 398FT OF A-20,SW 170 FT OF A-21 & ARB A-2

Location

Situs Address: 120 W 9TH ST SAN ANTONIO, TX 78215
Neighborhood: NBHD code10081
Mapsco: 616F3
Jurisdictions: SA027, 57, 08, 21, 10, 11, CAD, 09, 06

Owner

Owner Name: STATE OF TEXAS
Mailing Address: PERMANENT SCHOOL FUND, 1700 CONGRESS AVE, AUSTIN, TX 78701-1436

Property

Appraised Value: N/A

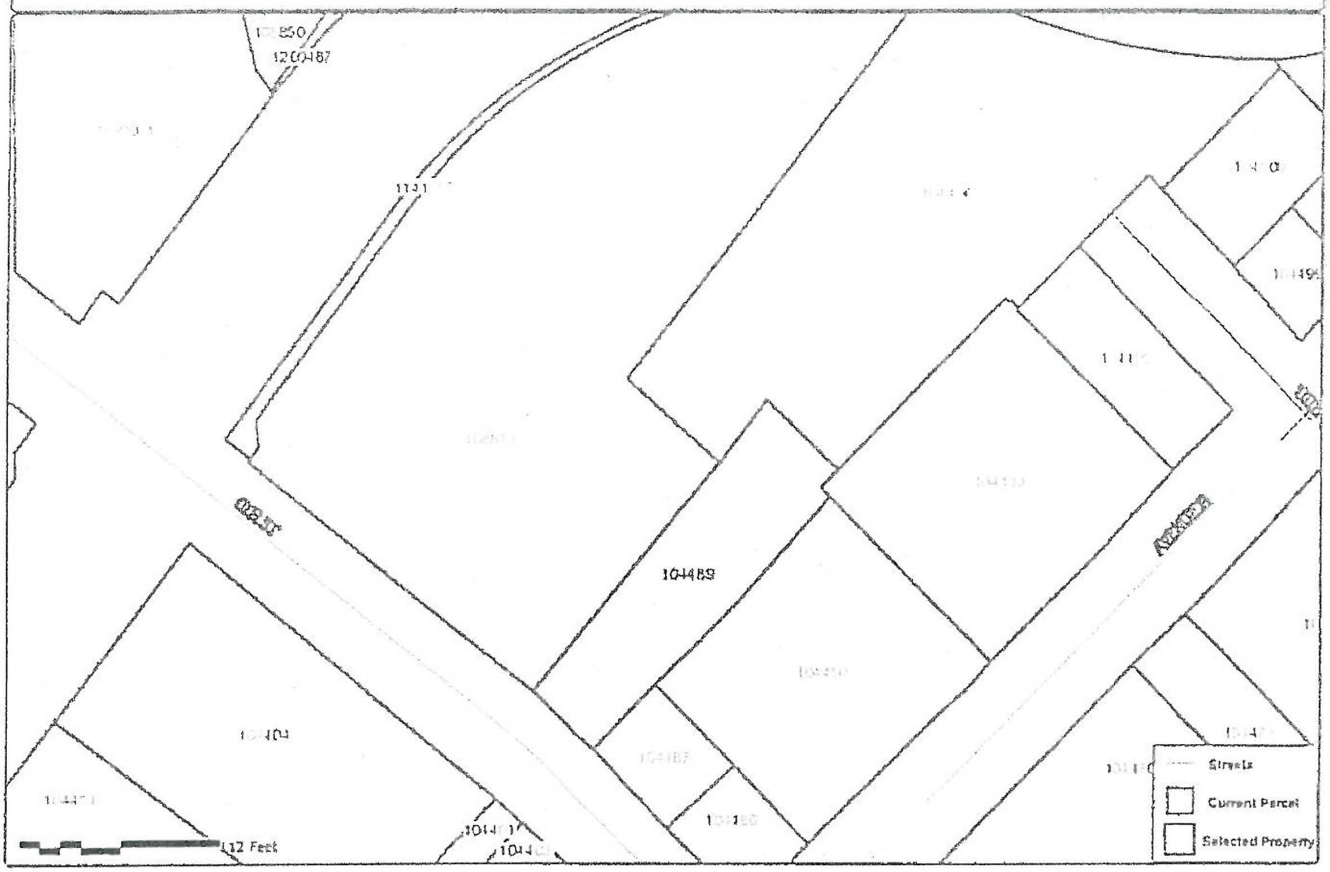
http://www.bcad.org/Map/View/Map/1/108871/2015

Property ACCESS

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

EXHIBIT
2

Bexar CAD - Map of Property ID 104489 for Year 2015



Property Details

Account

Property ID: 104489
Geo ID: 00456-034-0021
Type: Real
Legal Description: NCB 456 BLK 34 LOT W IRR 80 FT OF A-22 NCB 783 LOT A-2

Location

Situs Address: 128 W 9TH ST SAN ANTONIO, TX 78215
Neighborhood: NBHD code10081
Mapsco: 616F3
Jurisdictions: 06, 09, 08, 11, SA027, 10, 57, CAD, 21

Owner

Owner Name: STATE OF TEXAS
Mailing Address: PERMANENT SCHOOL FUND, 1700 CONGRESS AVE, AUSTIN, TX 78701-1436

Property

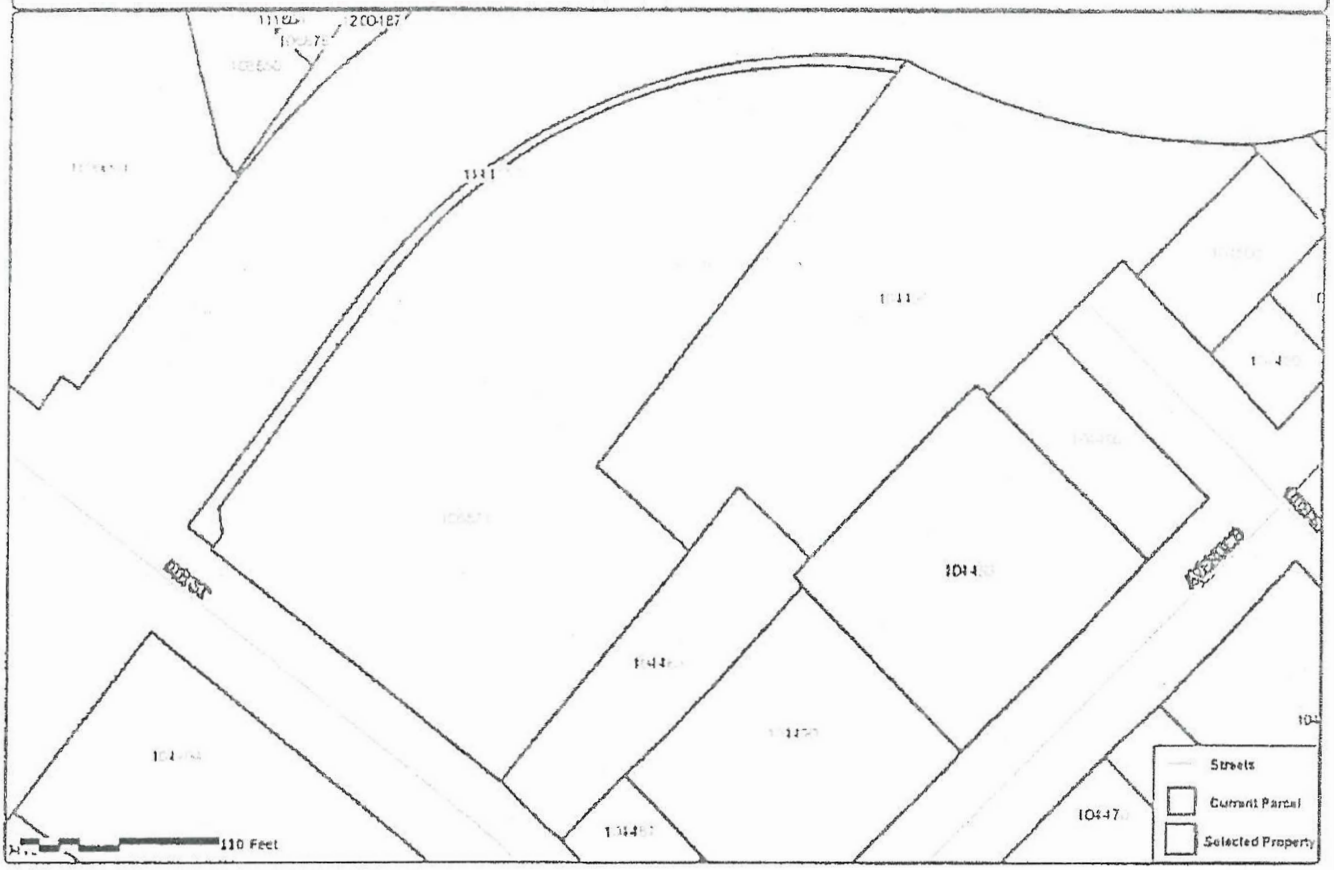
Appraised Value: N/A

http://www.bcad.org/Map/View/Map/1/104489/2015

PropertyACCESS

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

Bexar CAD - Map of Property ID 104493 for Year 2015



Property Details

Account

Property ID: 104493
Geo ID: 00456-034-0051
Type: Real
Legal Description: NCB 456 BLK 34 LOT 5, 6, 7 AND P-101 (PT OF ALLEY)

Location

Situs Address: 925 AVENUE B SAN ANTONIO, TX 78215
Neighborhood: NBHD code10081
Mapsco: 616F3
Jurisdictions: 57, 10, SA027, 08, 09, 21, CAD, 06, 11

Owner

Owner Name: SANKEY WILTON K & HELEN O
Mailing Address: , 925 AVENUE B, SAN ANTONIO, TX 78215-1514

Property

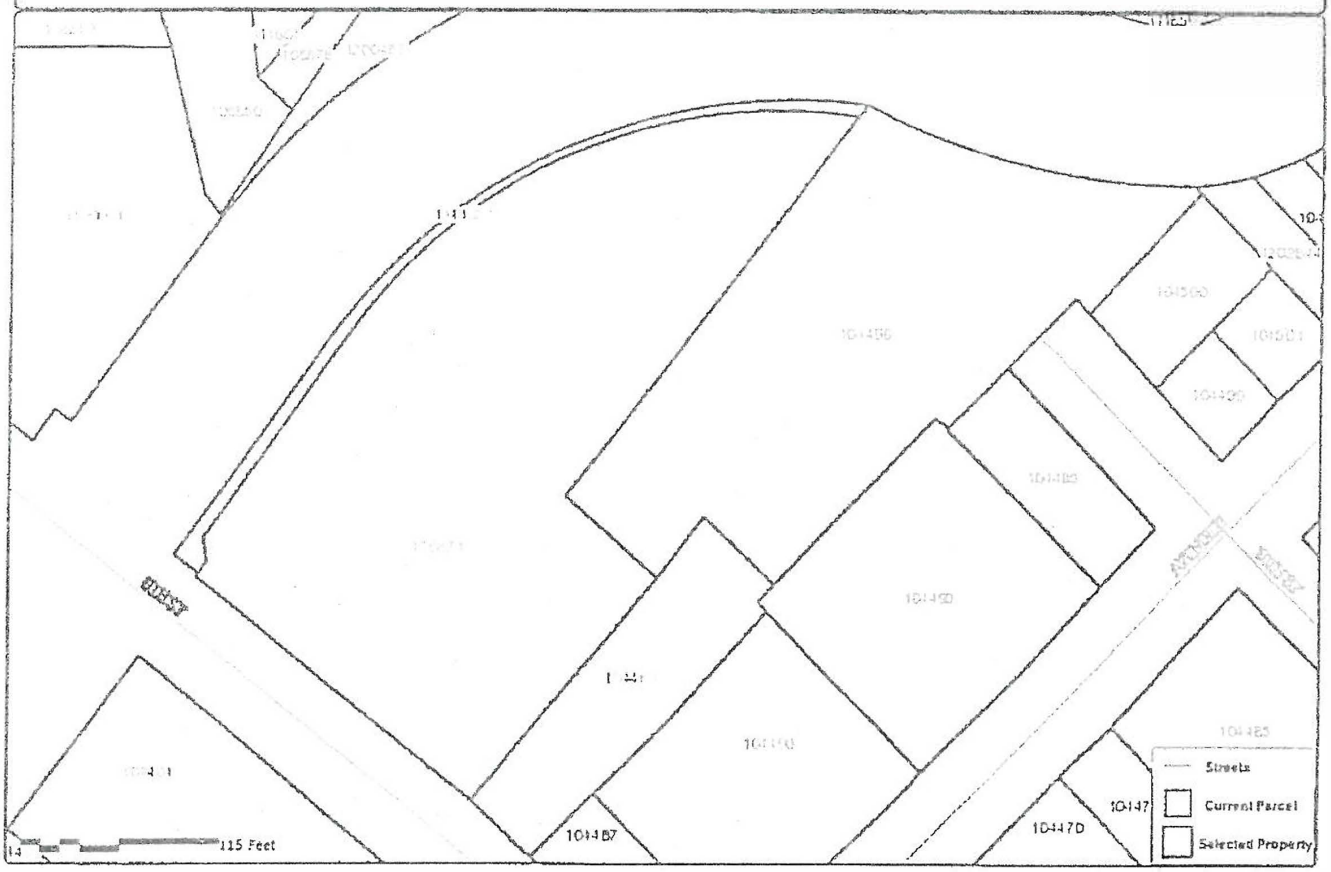
Appraised Value: N/A

http://www.bcad.org/Map/View/Map/1/104493/2015

powered by PropertyACCESS
www.PropertyInformation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection therewith.

Bexar CAD - Map of Property ID 104495 for Year 2015



Property Details

Account

Property ID: 104495
Geo ID: 00456-034-0080
Type: Real
Legal Description: NCB 456 BLK 34 LOT 8

Location

Situs Address: 929 AVENUE B SAN ANTONIO, TX 78215
Neighborhood: NBHD code10081
Mapsco: 617A3
Jurisdictions: 09, 08, 57, SA027, 21, 10, CAD, 11, 06

Owner

Owner Name: WALDEN DAVID & KATHY
Mailing Address: , 11411 SPRING MONT ST, SAN ANTONIO, TX 78249-2956

Property

Appraised Value: N/A

http://www.bcad.org/Map/View/Map/1/104495/2015

PropertyACCESS

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

EXHIBIT B

RR
6/21/2012
Item No. 47

AN ORDINANCE 2012-06-21-0501

ADOPTING THE CENTER CITY IMPLEMENTATION PLAN AND HOUSING INCENTIVE POLICY; AUTHORIZING THE NEGOTIATION AND EXECUTION OF RELATED FORMS AND CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM LOAN AND GRANT AGREEMENTS; AUTHORIZING ADMINISTRATIVE CHANGES TO THE PLAN AND POLICY.

* * * * *

WHEREAS, the Centro Partnership adopted a Downtown Strategic Framework Plan (the "Framework Plan") which set targets for growth in the downtown area, identified target areas, and made recommendations for the financing and execution of infrastructure and housing initiatives in the urban core; and

WHEREAS, in an effort to ensure the execution of the Framework Plan, the City executed a contract with HR&A Advisors for the creation of an Implementation Plan (the "Implementation Plan") to provide recommendations on how to best implement the Framework Plan through increased public investment, creation of a housing finance strategy, coordinated management, and regulation of development; and

WHEREAS, as part of the Implementation Plan, City staff developed the Center City Housing Incentive Policy (the "CCHIP"), an "as-of-right" incentive policy for housing in the Inner City Reinvestment Policy ("ICRIP") Target Area to assist in normalizing land values and provide greater certainty and speed of approvals to land developers; and

WHEREAS, the CCHIP incorporates the goals and objectives of the Implementation Plan, provides greater incentives to housing projects within the targeted growth areas identified in the Framework Plan and prioritizes the urban core; and

WHEREAS, the CCHIP also encourages historic rehabilitation, adaptive reuse, brownfield redevelopment, and transit oriented development by rewarding good urban design and mixed use and mixed income redevelopment; and

WHEREAS, the CCHIP applies to multi-family rental and for sale housing projects (Projects) within the ICRIP Target Area and eligible Projects will receive City Fee Waivers, SAWS Impact Fee Waivers, Real Property Tax Reimbursement Grants, Inner City Incentive Fund Loans, and Mixed Use Development Forgivable Loans based on the terms outlined in the CCHIP; and

WHEREAS, the level of incentives provided by the CCHIP is based on the location of a Project within the ICRIP Target Area, with the level of incentives increasing if the Project is within 1 of the 8 Target Growth Areas included in the Framework Plan, consisting of Midtown/River North,

Downtown Core, Cesar Chavez/Hemisfair Corridor, Near River South, Medical District, Civic Core, Near East Side, and West Side Multimodal/UTSA; and

WHEREAS, City staff recommends adoption of the Implementation Plan and the Center City Housing Incentive Policy as an additional tool for the City to attract growth and economic revitalization to the Inner City; **NOW THEREFORE:**

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

SECTION 1. City Council approves and adopts the Center City Implementation Plan, as attached in Exhibit A, and the Center City Housing Incentive Policy as attached in Exhibit B. Upon the effective date of this Ordinance, City staff is authorized to negotiate and execute any and all related forms and Chapter 380 Economic Development Program Loan and Grant Agreements in accordance with the criteria as set out in Exhibit B. Administrative changes to the Center City Implementation Plan and Housing Incentive Policy are authorized upon the approval of the City Manager or her designee.

SECTION 2. The funding of any eligible project's waivers, grants and/or loans is contingent on available funding as appropriated and approved in the annually adopted budget. The funding to cover City administration of this Plan and Policy is additionally contingent on the appropriation included in and approved by Council in the annually adopted budget.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance shall be effective immediately upon its passage by eight (8) votes and on the 10th day after passage upon less than eight (8) votes.

PASSED AND APPROVED this 21st day of June, 2012.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Michael D. Bernard, City Attorney

City of San Antonio
Center City Housing Incentive Policy
(Approved by City Council June 21, 2012)

Section 1. Background and Eligibility:

In spring 2011, the Centro Partnership San Antonio initiated the creation of a Downtown Strategic Framework Plan. In an effort to ensure the execution of the Framework Plan, the Center City Development Office created the Center City Implementation Plan.

The Center City Implementation Plan provided recommendations on how to best implement the Downtown Strategic Framework Plan through increased public investment, creation of a housing finance strategy, coordinated management, and regulation of development. The Implementation Plan recommended that the City establish a predictable housing incentive system for housing in the Center City. Such a system would assist in normalizing land values, provide greater certainty, increase the speed of approvals, and reduce the risk associated with infill development. Therefore, the Center City Development Office developed the Center City Housing Incentive Policy (CCHIP).

The CCHIP incorporates the goals and objectives of the Implementation Plan and provides greater incentives to housing projects within the Targeted Growth Areas identified in the Downtown Strategic Framework Plan and prioritizes the Downtown Core. The Policy encourages historic rehabilitation, adaptive reuse, brownfield's redevelopment, and transit oriented development. Finally, the policy rewards good urban design and encourages mixed use and mixed income development and redevelopment.

The CCHIP applies to multi-family rental and for sale housing projects (Projects) within the Community Revitalization Action Group (CRAG) Target Area. Eligible Projects will receive City Fee Waivers, SAWS Impact Fee Waivers, Real Property Tax Reimbursement Grants, Inner City Incentive Fund Loans, and Mixed Use Development Forgivable Loans based on the terms outlined in the CCHIP.

Section 2. Definitions:

Adaptive Reuse – The reuse of a building or structure, usually for a purpose different from the original. The term implies that certain structural or design changes have been made to the building in order for it to function in its new use.

Brownfields Redevelopment - Abandoned or underutilized properties where expansion, renovation or redevelopment is complicated by real or perceived environmental contamination.

Community Use - A Project that includes one or more of the following community-serving amenities: a plaza or open space that is accessible to the public and designed and maintained to the City's urban design standards; ground-floor retail space for neighborhood-supporting retail; office or other commercial space offered to non-profit organizations; or educational, health, recreational, or other essential neighborhood services.

Community Revitalization Action Group (CRAG) – defined as the San Antonio city limits prior to 1940, which is a 36 square mile area, with the center being the dome of the San Fernando Cathedral. Hildebrand Avenue to the north, Division Street to the south, Rio Grande Street to the east, and 24th Street to the west.

High-rise Residential Development – A Project that is at least 75 feet.

Historic Rehabilitation - The process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property that are significant to its historic, architectural and cultural values.

Inner City Reinvestment/Infill Policy (ICRIP) – A Policy of the City of San Antonio to promote growth and development in the heart of the City, specifically in areas that are currently served by public infrastructure and transit, but underserved by residential and commercial real estate markets. It is the intent of this policy to coordinate public initiatives within targeted areas in order to stimulate private investment in a walkable urban community that are the building blocks of a sustainable region. The ICRIP identifies a range of public incentives, including regulatory, procedural, and financing incentives.

Low Impact Development (LID) - Site development features such as rain gardens, bioswales, pervious pavement and other methods provide a functional use of vegetation or permeable surfaces to retain storm water and filter its pollutants before the water is diverted to a storm water collection system.

Market-Rate Housing – A Project in which more than 85% of the units are priced for rental or sale subject to market conditions, without temporary or permanent pricing restrictions.

Mixed Income Housing – A Project in which at least 15% of the housing units are priced for rental or sale to households or persons at or below 80% of the Area Median Income.

Project – A multifamily rental or for sale housing development within the CRAG that creates multiple new housing units (1) on a single lot; OR (2) at a density of at least 16 housing units per acre.

Structured Parking - Parking facilities that are constructed in or as part of a Project. Does not apply to surface parking.

Student Housing – A Project in which the majority of the housing units are occupied by full time students registered at an accredited post secondary institution.

Targeted Growth Areas - The Downtown Strategic Framework Plan identified 8 Targeted Growth Areas for housing redevelopment. These areas are well positioned for residential growth and mixed use development based on an assessment of market momentum, physical capacity for growth, and proximity to areas with established neighborhood character. The 8 Target Growth Areas include Midtown/River North, Downtown Core, Cesar Chavez/Hemisfair Corridor, Near River South, Medical District, Civic Core, Near East Side, and Near West Side.

Transit Oriented Development - A Project designed to maximize access to public transport. Often incorporates features to encourage transit ridership.

Section 3. Geographic Area

The level of incentives provided by the CCHIP is based on the Project's location within the CRAG (Exhibit A). The level of incentive will increase if the Project is within 1 of the 8 Targeted Growth Areas'. The 8 Targeted Growth Areas include Midtown/River North, Downtown Core, Cesar Chavez/Hemisfair Corridor, Near River South, Medical District, Civic Core, Near East Side, and West Side Multimodal/UTSA (Exhibit B).

In an effort to simplify the Policy, the Targeted Growth Areas have been re-classed into 4 Incentive Tiers. Exhibit C illustrates each of the 8 Targeted Growth Areas and the 4 Incentive Tiers and also includes a boundary description for each area.

1. Tier 1 – Downtown Core
2. Tier 2 – Near West Side, Near East Side, Civic Core, Cesar Chavez/Hemisfair, Medical District, Civic Core, and Near River South
3. Tier 3 – River North
4. Tier 4 - Midtown

Section 4. Fee Waivers

Projects within the CRAG will receive City Fee Waivers as permitted by the Inner City Reinvestment Infill Policy.

Projects within the CRAG will receive a SAWS Fee Waiver equal to 100% of their SAWS water and impact fees. The SAWS Fee Waiver is contingent upon funding availability. SAWS allocates funding on an annual basis for this incentive program.

Section 5. Real Property Tax Reimbursement Grant

Projects within the CRAG will receive a Real Property Tax Reimbursement Grant (Grant). The City's real property tax increment generated as a result of the Project is the funding source of the Grant. If a Project is within a Tax Increment Reinvestment Zone it will receive a rebate up to 100% of the previous year's real property tax increment remitted to the City over a period of time that is determined based on the Projects geographic location or type. The rebate is based on the City's participation level in the Tax Increment Reinvestment Zone where the Project is located. If a Project is not within a Tax Increment Reinvestment Zone it will receive a rebate of 66% of the previous years real property tax increment remitted to the City over a period of time that is determined based on the Project's geographic location or type.

The period over which the Grant will be disbursed will be either 10 or 15 years depending on the Project's geographic location or type. A Project will receive a Grant that is disbursed for 10 years if it is located within the CRAG. A Project will receive a Grant that is disbursed for 15 years if it is located within 1 of the 4 Tiers or if it is an Adaptive Reuse or Brownfields Redevelopment Project in the CRAG.

Additionally, if the Project qualifies for a Historic Tax Exemption or Historic Tax Credit per the Office of Historic Preservation. The Tax Rebate Grant and the Tax Credit or Exemption will be used together when possible in order to maximize the incentive.

If a Project is a market rate rental project it is required to maintain 10% of its housing units at the Project's first year rental rate per square foot, adjusted for inflation in accordance with the Consumer Price Index (CPI) for the San Antonio-New Braunfels MSA, for the term of the Grant.

Section 6. Inner City Incentive Fund Loan

Projects within 1 of the 4 Tiers qualifies for an Inner City Incentive Fund Loan (Loan) if the Project meets certain Categories. Project Categories include the following:

1. Mixed Income
2. Community Use
3. Adaptive Reuse
4. Brownfield Redevelopment
5. Historic Rehabilitation
6. High-rise Residential Development
7. Student Housing
8. Transit Oriented Development within ¼ mile of the West Side Multi-Modal Center or Robert Thompson Transit Center

The total Loan amount is calculated per housing unit and varies based on the Tier that a Project is located in and is as follows:

Tier 1 – A Project in Tier 1 will receive $3,000 per housing unit for each of the Categories it meets and will not exceed $6,000 per housing unit.

Tier 2 – A Project in Tier 2 will receive $1,500 per housing unit for each of the Categories it meets and will not exceed $3,000 per housing unit.

Tier 3 - A Project in Tier 3 will receive $1,000 per housing unit for each of the Categories it meets and will not exceed $2,000 per housing unit.

Tier 4 – A Project in Tier 4 will receive $500 per housing unit for each of the Categories it meets and will not exceed $1,000 per housing unit.

If the Project meets the Mixed Income or Student Housing Category it must remain Mixed Income or Student Housing for the term of the Real Property Tax Reimbursement Grant.

Additionally, a Project qualifies for a Loan bonus equal to $1,000 per housing unit if it includes structured parking that accommodates the housing units and $500 per housing unit if it incorporates Low Impact Development features. The per unit Loan bonus amount is the same for all Tiers.

Rate on the Loan is a fixed rate equal to the one year LIBOR Rate on the date the loan is executed plus 75 basis points with interest compounding annually through the repayment in year 7. The Loan will be disbursed upon proof of the following: (1) receipt of a building

permit and (2) project financing. However, Loans are contingent upon available funding. City Council allocates Inner City Incentive Funds (ICIF) through the annual budget process.

Section 7. Mixed Use Forgivable Loan

A Project will receive an 0% Inner City Incentive Fund Forgivable Loan for retail and commercial tenant finish-out improvements in an amount equal to $20 per square foot of total first floor retail and $10 per square foot of total commercial office space. 20% of the entire Forgivable Loan amount will be forgiven annually over a 5 year period provided the space is leased for at least 80% of the term and that the Forgivable Loan is a direct pass-through to the initial tenant of the space to be used exclusively for tenant finish-out improvements. However, Forgivable Loans are contingent upon available funding. City Council allocates Inner City Incentive Funds through the annual budget process.

Section 8. CCHIP Exceptions

Any exceptions to the CCHIP require City Council approval.

Section 9. CCHIP Review and Term

The City will initiate a housing study for the CCHIP area every three years to inventory the total number of housing units, monitor the rental rates and sales values, and identify any necessary adjustments to the policy. Unless the City Council extends and or amends the terms of the CCHIP it will expire on July 1, 2016.

Section 10. Recapture Provisions

CCHIP Agreements will include a provision for the recapture of the incentives (e.g. grants and loans) in the event Agreement terms and requirements are not met. These recapture provisions will survive any subsequent assignment of the Agreement.

Section 11. Administration of the CCHIP

The Center City Development Office will administer the CCHIP.

Section 12. Legal Documents

The legal documents used to officiate this policy include the CCHIP Application and the CCHIP Incentive Agreement as described in Exhibits D and E. The City Attorney's Office, in conjunction with the City Manager or her designee, may negotiate additional terms of the agreement as long as those terms do not change the total incentive amount. The City Manager or her designee will be the signatory of the agreement.

EXHIBIT C

CITY OF SAN ANTONIO
CENTER CITY
DEVELOPMENT OFFICE

Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: Mike Klein (c/o Daniel Ortiz) Title: Director of Development

Company: SC Bodner Company (c/o Brown & Ortiz, P.C., 112 E. Pecan St., Ste. 1360, San Antonio, TX 78205, P:210.299.3704)

Project Role: Developer

Address, City, ST, ZIP: 6010 West 62nd Street, Indianapolis, IN 46278

Phone: _____ Fax: _____ Email: _____

Project Information

Project Owner / Developer: SC Bodner Company

Other Associated Entities and Roles: _____

Project Name: 120 Ninth Street

Project Site Address: Northwest Intersection of 9th Street and Avenue B

Start Date: 08/2015 Completion Date: 11/2016

Cost of public improvements: $250,000.00

Estimated total project cost: $39,613,000.00 (including public improvements)

Housing units created: 220 ☒ Rentals ☐ For Sale

Housing units per acre: 96 approx.

Target rental price per square foot: $1.88 / Target sales price per square foot: $ NA

Square feet of retail space: NA Square feet of commercial office space: NA

Estimated number of new jobs to be created, if any: 6 full-time; numerous seasonal construction

Geographic Location

Project must be located in the CRAG. Additional consideration will be given to projects in one of the four subareas targeted for multi-family development.

☐ Located in CRAG and Tier1: Urban Core

☐ Located in CRAG and Tier 2: Near River South, Hemisfair/Cesar Chavez, Near East Side, Near West Side, Civic Core, Medical District

☒ Located in CRAG and Tier 3: River North

☐ Located in CRAG and Tier 4: Midtown

☐ Located in CRAG only and no Tier

☒ Located in a Tax Increment Reinvestment Zone (TIRZ), specifically: Midtown (100%)

EXHIBIT 3

V110513

Project Categories

- [x] Historic Rehabilitation
- [ ] Brownfield Redevelopment
- [ ] Mixed Income (80%-100% AMI)
- [ ] High-Rise Residential Development
- [ ] Adaptive Reuse
- [ ] Student Housing
- [ ] Community Use
- [ ] Within ¼ mile of Robert Thompson Transit Center or West Side Multi Modal Center

Other Project Features

- [x] Low Impact Development
- [x] Structured Parking
- [ ] Mixed Use (at minimum: first floor retail/office)

Site Information

City Council District #: 1 Current Zoning: FBZ T6-2 RIO-2 AHOD

Bexar County Appraisal District Information (www.bcad.org)

Property ID#: 108871, 104489, 104493, 104495 Acreage: 2.274 approx.

Current Value: Land: $ 2,444,760.00 Improvements: $ 19,780.00

Additional Information

1. Has the project owner/developer or any of its affiliates been cited, currently under investigation, or have litigation pending for any violations of Federal, State, County and/or City laws, codes or ordinances?

   [x] No [ ] Yes (please indicate nature/status of the violations on additional page(s))

2. SAWS Impact Fees (if seeking waiver)

   Estimate of water and sewer impact fees: $ 694,205.00 (must obtain written estimate from SAWS)

   Projected time to install water/sewer services: (season and year) Fall 2015

3. Other than City incentives, what are the funding sources for the project?

   - [x] Equity
   - [ ] Housing Tax Credits
   - [x] Conventional Bank Financing
   - [ ] HUD Loans
   - [ ] Other: _____

Required Attachments

- [x] Cover letter describing project and summarizing details. Explain project features and categories marked above.
- [x] Corporate Information (history, urban development experience, etc.)
- [x] Site plans and renderings
- [x] SAWS Impact Fee Estimate (Contact SAWS @ 210-233-2009)
- [x] Project Proforma

PLAN FEE ESTIMATOR

Commercial/Residential: COMMER

Type of Work: NEW

Tree Affidavit Option: A1

# of Acres: 2. 27

Valuation: 39613000

Tree Option:	Description:
A1	Has no Protected, Significant, Heritage, or Historic trees
A2	Has protected trees, but this work will in no way cause damage to or the destruction of said trees
A3	Exempt/Vested from the 1997 Tree Preservation Ordinance
A4	Has Protected, Significant, Heritage or Historic trees that will be removed
PAID	Preservation fees paid and a previous plan has been approved for this site.

Note: Although every attempt is made to ensure the accuracy of these calculations, they should be used as estimates only. For estimates on multiple commercial buildings, please call 207-0143.

Estimate Fees Reset

Minimum Fees Due at Time of Submission:

Fee Type	Fee Amount
PLAN REVIEW FEE	$21,924.90
TREE CANOPY - COMMERCIAL	$50.00
AFFIDAVIT FEE COMMER TREE PRESERV	$150.00
TECH SURCHARGE	$657.75
DEV SVC SURCHARGE	$657.75
TOTAL:	**$23,440.40**

Minimum Fees Due for Permit Issuance:

Fee Type	Fee Amount
PERMIT FEE BUILDING	$79,636.00
LANDSCAPE FEE	$2,439.24
TECH SURCHARGE	$2,462.26
DEV SVC SURCHARGE	$2,462.26
TOTAL:	**$86,999.76**

KENNETH W. BROWN, AICP
DANIEL ORTIZ
JAMES B. GRIFFIN
JAMES MCKNIGHT
NINA PRADO

BROWN & ORTIZ, P.C.
ATTORNEYS AT LAW

PAUL M. JUAREZ
OF COUNSEL

112 E. PECAN STREET
SUITE 1360
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210 299.4731

April 17, 2015

Veronica Gonzalez
Special Projects Manager
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283

Re: **REVISED** - Application for Center City Housing Incentives for a Proposed Multi-Family Development, Located at the Northwest Intersection of 9th Street and Avenue B, in the City of San Antonio ("City"), Bexar County, Texas ("Subject Property;" *see* **Exhibit "1"** for property illustration and zoning information and **Exhibit "2"** for Bexar County appraisal information); *Our File No. 9654.001.*

Dear Ms. Gonzalez:

On behalf of the applicant, we respectfully submit the attached application for Center City Housing Incentives to aid in the development of the Subject Property for multi-family housing ("Project;" *see* **Exhibit "3"** for application). This application is made pursuant to the current provisions of the City of San Antonio Center City Housing Incentive Policy ("CCHIP"), which offers certain incentives to eligible developments like the Project. Because the Project (described in further detail below) satisfies the objectives and goals of CCHIP by providing good urban design and promoting economic and residential growth to an under-utilized area, Center City Housing Incentives should be approved for the Project in accordance with CCHIP.

The Project is a $39,613,000.00 multi-family, five-story apartment community that will bring 220 market-rate, rental housing units (*see* **Exhibit "4"** for concept site plans and renderings; *see* **Exhibit "5"** for Project Summary and Proforma) to the Community Revitalization Action Group ("CRAG") Target Area (specifically, River North Incentive Tier 3), the Midtown Tax Reinvestment Zone ("Midtown TIRZ"), and City Council District One (collectively, the "location;" *see* **Exhibit "6"** for location maps). The Project is a prime example of the type of development that the City desires for this under-utilized and under-developed location. The City initiatives for this location, such as CCHIP, emphasize residential housing and community rehabilitation, both of which are central to the Project. Furthermore, the Subject Property is located within the River Improvement Overlay Two District ("RIO-2") and adjacent to a Historic Exceptional ("HE") zoned tract, which are associated with the historic and culturally significant River Walk and Veterans for Foreign Wars Post 76, respectively. The City implemented several policies that ensure the historic and cultural environment of this area is upheld, while encouraging more contemporary uses and development to attract community growth, pedestrian circulation, and tourism (among others). Although no existing structures will be preserved as a part of the Project (because such structures have no historic value), the

development does facilitate historic rehabilitation (i.e. a CCHIP project category) by not only satisfying the aforementioned, but by also enhancing and altering the Subject Property with a contemporary multi-family development, returning the Subject Property to a state of utility, and creating an aesthetically-pleasing visual, as well as respecting the surrounding cultural value (all of which are being currently discussed with the City's Historic Preservation Office). Additionally, the Project offers City-desired low impact development ("LID") features and structured parking. The LID features include rain gardens and other mechanisms to control rain outfall and drainage. In order to minimize the impact of surface parking, a five-story structured parking garage (detached with a covered walkway) will be developed for the Project. Lastly, important public improvements of the Project will include, but may not be limited to, utility extensions, the construction of sidewalks, and the rehabilitation of the right-of-ways (including curbs) and landscaping.

The developer of this Project is SC Bodner Company. SC Bodner has three generations of development expertise throughout the country and is distinguished for its focus on community growth while preserving the integrity of the surrounding area and architecture (*see* **Exhibit "5"** and **Exhibit "7"** for developer information). Additionally, SC Bodner is in good standing with the City, County, State, and Federal regulatory authorities and is enthusiastic to develop in the City of San Antonio. However, the anticipated costs for the proposed Project are great. Notwithstanding the overall Project cost mentioned above, due to the size and scope of the Project, the estimated water and sewer fees total $694,205.00 (*see* **Exhibit "8"** for SAWS impact fee estimate[1]) and public improvement costs total $250,000.00. The main source of funding for the Project is bank financing and private equity, but this will fall short of the needs of the Project, especially in light of the particular features and considerations described herein.

Given that the Project meets the necessary requirements for Center City Housing Incentives through CCHIP and such funding is essential for the development, we respectfully ask that you approve this application. For any incentives that this Project would otherwise qualify for, but are not available at this time (due to City budgeting), we respectfully request for an agreement with the City to receive those incentives as they become available, starting approximately in October 2015. We are willing to discuss the Project in more detail and provide any additional information that may be needed. Please contact us if you have any questions or need additional information.

Sincerely,

BROWN & ORTIZ, P.C.

BY: _____
Daniel Ortiz

Enclosures: As stated

[1] The SAWS fee estimate is based on the increased rates that will be effective June 1, 2015.

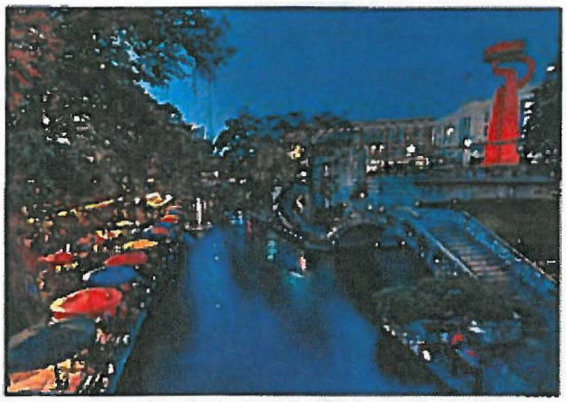
EXECUTIVE SUMMARY

PROJECT OVERVIEW

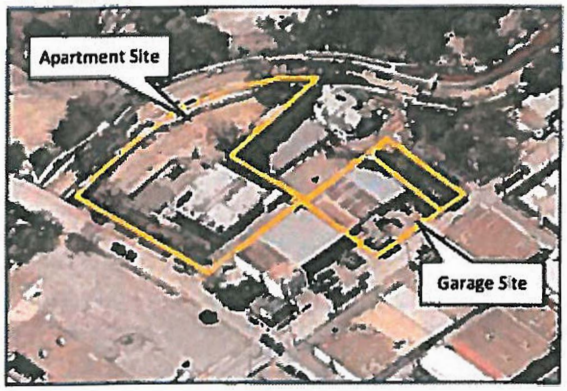
SC Bodner Company, based in Indianapolis, Indiana is proposing the development of ***120 Ninth Street***, a 220-unit urban apartment project in San Antonio, Texas. The site is in the River North area of downtown, approximately one -half mile from the Central Business District (CBD). The project will sit on a 2.3 acre site located directly on the San Antonio River Walk. The site enjoys close proximity not only to the CBD, but also to the Pearl entertainment district which is located less than one-half mile north of the site. The project will consist of a five-story apartment building with a detached parking garage. The following factors contribute to make ***120 Ninth Street*** a compelling project:

THE SITE

The site is excellent. It is located directly on the San Antonio River immediately north of the Ninth Street Bridge and halfway between the CBD and the Pearl. Over twenty years ago, the importance of the San Antonio River to the City was recognized with the issuance of over $300mm of municipal bonds to fully improve and enhance the river. Today, the San Antonio River Walk is highlighted by cypress-lined paths for both walking and biking, arched stone bridges and lush landscapes. The River is fully controlled and offers a long standing water taxi service unique to San Antonio. It gently winds through city center north to the 120 Ninth Street site and beyond the Pearl, providing easy access to the city's cultural venues, historic sites and other attractions. Amenities within walking distance of ***120 Ninth Street*** include the San Antonio Museum of Art, the Tobin Center for the Performing Arts and the Pearl, which is centered on the historic Pearl Brewery building and features numerous restaurants and entertainment venues. The Pearl is also home to one of the three North American campuses of the Culinary Institute of America.



The site sits directly on the San Antonio River Walk



Three land parcels comprise the overall site

The 2.3 acre site consists of three parcels. SC Bodner acquired the primary 1.7 acre primary parcel from the State of Texas on April 3, 2015 *(see Page 56)*. SC Bodner has binding contracts with private land owners for the two smaller parcels of land on which the detached garage will sit. The two smaller parcels will be acquired upon closing of a development loan.

THE MARKET

San Antonio, with an MSA population in excess of 2.2 million, is a diversified economy with little exposure to the oil and gas industry. Primary market drivers are healthcare, biosciences, hospital, logistics and military. With so much multi-family development focused on other Texas markets such as Houston, Dallas and Austin, San Antonio has not experienced the explosive growth that those markets have. Hence the opportunities for successful development in San Antonio seem equally if not more attractive from a risk-reward standpoint. Demand in the site's trade area to 2019 for rental household units is 4,247 *(Esri)* with a current pipeline of 3,192 units *(Reis)*. In short, ***120 Ninth Street*** is in a favorable market with a defensible fortress location if the market would become overdeveloped.

PROJECT OVERVIEW

COMPETITION

SC Bodner has identified the following primary competitive set of projects. These properties are all newer properties located with the immediate trade area. As noted in the below table, the underwritten $PSF rent for ***120 Ninth Street*** is supported by current market comps.

	Market Comps	Overall						Studio				1 Bedroom				2 Bedroom				3 Bedroom			
		Yr Blt	Occ%	#Units	Ave SF	$Rent	$PSF	#	SF	$Rent	$PSF	#	SF	$Rent	$PSF	#	SF	$Rent	$PSF	#	SF	$Rent	$PSF
1	1221 Broadway	2011	98%	302	740	$1,269	$1.71	28	616	$1,082	$1.76	239	703	$1,206	$1.71	35	1,091	$1,850	$1.70				
2	1800 Broadway	2013	97%	230	890	$1,662	$1.87	47	633	$1,244	$1.96	110	786	$1,500	$1.91	73	1,213	$2,176	$1.79				
3	Can Plant Ph 2/3	2012	99%	82	932	$1,818	$1.95	31	770	$1,547	$2.01	49	1,025	$1,970	$1.92	2	1,194	$2,298	$1.92				
4	Can Plant Residences	2012	99%	211	846	$1,728	$2.04	19	507	$1,073	$2.12	139	788	$1,651	$2.09	53	1,070	$2,165	$2.02				
5	Mosaic	2013	92%	120	756	$1,575	$2.08					108	708	$1,464	$2.07	12	1,188	$2,578	$2.17				
6	* River House	2015	39%	261	795	$1,524	$1.92	47	528	$1,056	$2.00	158	725	$1,393	$1.92	51	1,191	$2,212	$1.86	5	1,465	$3,029	$2.07
	Overall Market	2013	97%	201	814	$1,547	$1.90	34	612	$1,202	$1.96	134	754	$1,441	$1.91	38	1,154	$2,153	$1.87	5	1,465	$3,029	$2.07
	Subject Property			220	892	$1,682	$1.88	6	605	$1,250	$2.07	173	828	$1,550	$1.87	41	1,203	$2,300	$1.91				

** In lease-up, excluded from overall market occupancy level*

SC BODNER COMPANY DEVELOPMENT EXPERIENCE IN THE SOUTHWEST

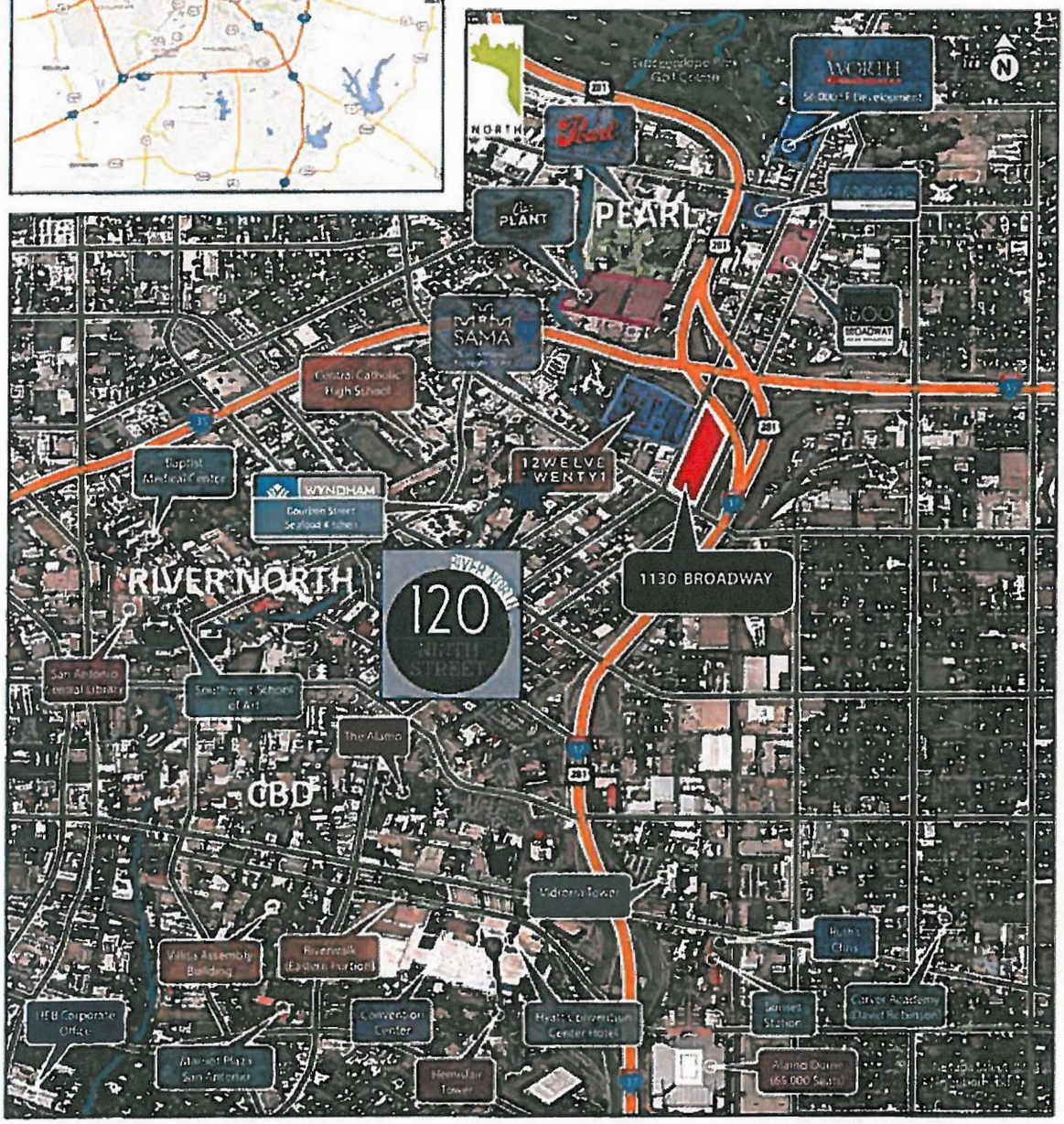
With a proven history of development success in the Midwest, Southeast and Southwest, SC Bodner Company has the capability to execute its development strategy on this project in San Antonio. ***120 Ninth Street*** will be the *fifth project in Oklahoma and Texas* that SC Bodner Company has developed.

THE PROJECT

120 Ninth Street will consist of a single five-story, 220-unit apartment building which will maximize connectivity to the River Walk and feature unimpeded views of the downtown San Antonio skyline. The parking structure will be a detached five-story building, with access to the apartment building provided by a covered walkway. Amenities for the property will include an upscale fitness center, infinity swimming pool, a pet area, a water taxi stop, bike station, outdoor entertainment and gathering area with fire pit and other top-of-the-line features. Interior finishes will be top-of-the line including granite countertops, stainless steel appliances and wood plank flooring.

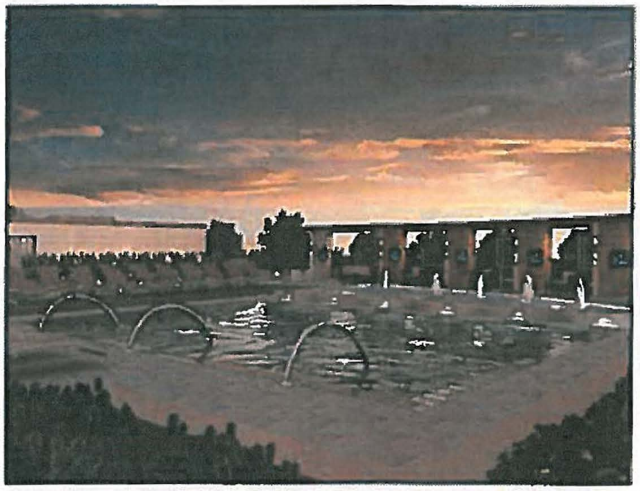
AERIAL LOCATION

Located directly on the River Walk at 9th Street and Avenue B, ***120 Ninth Street*** sits on 2.3 acres and will feature 220 units, 5-story wood-frame construction and attached parking garage. The property is in the River North District, convenient to the many restaurants and entertainment venues found at the Pearl and CBD. Across the street form the property is a Wyndham Garden Inn with Starbucks and Bourbon Street Seafood Kitchen. Renowned local landmarks VFW and The Luxury café are right next door to ***120 Ninth Street.***



PROJECT AMENITIES

IMAGERY



Community Amenities

- *Direct Access to River Walk and River Taxi.*
- *Walk to The Pearl, San Antonio Museum of Art, Restaurants, Nightlife & Downtown Amenities.*
- *Extraordinary Infiniti Edge Swimming Pool.*
- *Panoramic City Views.*
- *24-Hour Private Fitness Center.*
- *Pet Friendly w/Dog Park.*
- *Secured, Covered Parking Garage.*
- *Courtyard w/Fire Pit, Outdoor Grills & Kitchen.*

Residence Amenities

- *Interior Designer Finishes.*
- *Granite Countertops.*
- *Stainless Steel Appliance Packages.*
- *Washer & Dryers.*
- *High Ceilings.*
- *Wood Plank Flooring.*
- *Private Outdoor Spaces - Terrace / Balcony.*
- *Two-Story Townhomes Available.*
- *Elegant Gourmet Kitchens.*

DEVELOPER BACKGROUND

COMPANY HISTORY

Founded in 1924, SC Bodner Company is a private real estate company that draws upon three generations of development and construction expertise. Solomon C. Bodner started the Company and built many of the Indianapolis area's finest homes, apartments and office buildings, leading a local surge of construction activity that occurred after World War II. His son, Robert Bodner joined the family firm in 1950 and continued building distinctive homes, office buildings and upscale apartment communities.

Steven Bodner, now President of SC Bodner Company, is carrying on the family tradition. Mr. Bodner graduated from the Vanderbilt University Civil Engineering School in May of 1979. After graduation, Mr. Bodner entered the real estate business where he developed retail centers and multifamily properties. Since the 1990's, SC Bodner has focused exclusively on the development of market rate apartments throughout the Midwest and Southeast regions of the United States.

Today, the Company's primary objective is to create superior financial returns for our investors and partners while maintaining the highest ethical standards. We accomplish this through developing and operating the highest quality multifamily properties for our residents.

A team of successful industry veterans has been assembled to create a committed and focused development organization. The senior leadership team at SC Bodner Company has collectively developed in excess of 20,000 units .

SC Bodner Company develops properties focusing on areas of high population and business growth. The Company also performs the general contracting and property management for its products and uses "best in class" design and construction principles. This approach allows the Company to control every aspect of its business and ensures that a quality product and experience is delivered to its customers and stakeholders.

PROFESSIONAL PROFILES

Bernie Tuggle | Chief Financial Officer

Prior to joining SC Bodner, Bernie spent 25 years in commercial banking with The Northern Trust Company, Fifth Third Bank and US Bank. During his banking career, he focused exclusively on Commercial Real Estate lending and loan workouts. A graduate of the University of Pennsylvania and the University of Chicago, Bernie has overall responsibility for the financial and operating aspects of the SC Bodner Company business.

Mike Klein | Director of Development

Mike has been a leader in the residential real estate industry for over 25 years during which time he has been involved in all aspects of the land development process. Early in his career, Mike developed numerous award winning projects as a partner at Indianapolis-based SCM Development. Most recently, he has been involved in the planning and development of large-scale, master-planned communities in the western Carolinas, as well as international properties in South America and The Bahamas. As Director of Development for SC Bodner Company, Mike is responsible for the sourcing, evaluation and acquisition of land development opportunities throughout the Company's competitive market area.

PROFESSIONAL PROFILES *(Continued)*

Bill Galvin | Project Manager

Mr. Galvin joined SC Bodner Company in October 2013. Bill is a proven project professional with more than 25 years of diversified experience in the construction industry. Following his enlistment in the Military as a Combat Engineer, he has managed a multitude of projects throughout the country. His portfolio includes residential, commercial, multifamily, tenant finish, hospitality, medical, educational and civil projects.

Tom Fisher | Project Manager

Mr. Fisher has been in construction since 1993. His responsibilities have included Superintendent, Project Coordinator, Estimator, Safety Director and Project Manager. Tom has managed the construction of hospitals, hotels, big box retail, churches, schools and housing development projects across the Midwest and southeast.

Michelle Pendley, CAM | Director of Property Manager

As the Regional Property Manager for SC Bodner Company, Ms. Pendley overseas the daily operations of each of the communities. Michelle also assists with the management of the property management division within the company. Ms. Pendley graduated from the Kelley School of Business at Indiana University with a B.S. in Business Management. She has worked in the multi-family housing industry for 8 years. Before joining the SC Bodner team, Michelle worked several years as an onsite property manager for a local Indianapolis property management company where she obtained several sales awards and company recognitions for outstanding achievements. Michelle is a Certified Apartment Manager through the National Apartment Association.

Molly Bodner | Corporate Specialist

Molly is the fourth generation Bodner to enter the real estate development business. Ms. Bodner is in charge of all Human Resource duties and also works diligently with the development, property management and strategic business planning teams. Her fresh perspective in these areas will lead to the ongoing success and future continuity of SC Bodner Company. Ms. Bodner graduated with honors from Butler University with a Bachelor of Science in Marketing and a minor in Philosophy.

Brenda Wagoner, CPA | Controller

Ms. Wagoner brings over fifteen years experience in construction accounting to SC Bodner Company. As a certified Public Account, Brenda is responsible for overseeing all avenues of accounting for the SC Bodner Company and all of its entities. Ms. Wagoner supervises all operations related to accounting and financing for all developments. She is responsible for internal budgeting, supervising highly-skilled accounting personnel, financial reporting, and assisting in strategic financial planning and decision making. She is a member of the Indiana CPA Society.

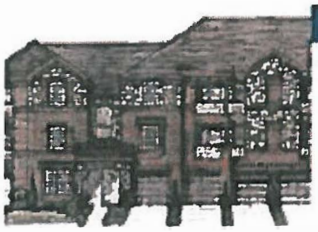
Ann DeVries | Contract Administrator

As the Contract Administrator, Ann is the liaison between the Accounting Department and the Project Management team. Ms. DeVries has eight years experience in the banking industry, six years managing the State Police Indianapolis District evidence laboratory and three years in the construction industry. She graduated with honors from Ivy Tech Community College with an AS in Business Administration and from Anderson University with a BS in Organizational Leadership.

PROJECT PORTFOLIO

TRAILSIDE AT TWIN CREEK — UNDER CONSTRUCTION

Location: Bellevue, Nebraska
Site Data: 15.98 Acres, 242 Units
Construction: Market Rate, 3 Story Garden Style
Year Built: 2015 Completion
Amenities: Clubhouse, 24-Hour Fitness Center, Community Lounge, Wireless Cyber Café, Resort-Style Swimming Pool, Connectivity w/Keystone Trail



CREEKSIDE SOUTH — 2015

Location: Wylie, Texas
Site Data: 13.6 Acres, 252 Units
Construction: Market Rate, 3-Story Garden-Style
Year Built: 2015 Completion
Amenities: Clubhouse, 24-Hour Fitness Center, Resort-Style Swimming Pool, Tanning Ledges, Spa, Waterfalls, Outdoor Kitchen, Fire pit, Parks & Fitness Trails Gated Community.

THE DISTRICT ON 119 — 2015

Location: Oklahoma City, Oklahoma
Site Data: 14.44 Acres, 241 Units
Construction: Market Rate, 3 & 4-Story Buildings w/Elevators
Year Built: 2015 Completion
Amenities: Gated Community, Integral Garages, Clubhouse, State-of-the-Art 24-Hour Access Fitness Center, Resort-Style Swimming Pool, Wireless Café Coffee Bar, Walking Trails

1201 AT COVELL VILLAGE — 2014

Location: Edmond, Oklahoma
Site Data: 5.51 Acres, 141 Units
Construction: Market Rate, 4-Story w/Elevators
Year Built: 2014
Amenities: Clubroom, 24-Hour Fitness Center, Billiards Room, Community Lounge, Media Room, Video Game Console, WiFi Cyber Center, Movie Theater, Resort-Style Swimming Pool

MOUNTAINEER PLACE — 2010

Location: Morgantown, West Virginia
Site Data: 1.09 Acres, 114 Units
Construction: Student Housing, 4-Story w/Elevators
Year Built: 2010
Amenities: Fully Furnished, Washer & Dryers, Hardwood Floors, Private Baths, Community Room, Fitness Facility, WiFi, Closest Private Property On Campus

PROJECT PORTFOLIO *(Continued)*

PAVILION AT TWIN CREEK — 2009

Location: Bellevue, Nebraska
Site Data: 13.62 Acres, 240 Units
Construction: Market Rate, 4-Story w/Elevators
Year Built: 2009
Amenities: Clubhouse, Resort-Style Swimming Pool, Outdoor Lounge, 24-Hour Fitness Center, Billiards, Community Lounge, Business Center, Garage Availability, Storage Facilities, Direct Access to Keystone Trail

WHISPERING RIDGE — 2011

Location: Omaha, Nebraska
Site Data: 18.00 Acres, 336 Units
Construction: Market Rate, 3-Story & 4-Story w/Elevators
Year Built: 2011
Amenities: Clubhouse, Resort-Style Swimming Pool, Outdoor Lounge, 24-Hour Fitness Center, Billiards, Community Lounge, Business Center, Wi-Fi Cyber Center, Garage Availability, Media Room, Video Game Console, Theater

THE RETREAT AT SCHILLINGER — 2011

Location: Mobile, Alabama
Site Data: 12.42 Acres, 270 Units
Construction: Market Rate, 4-Story w/Elevators
Year Built: 2011
Amenities: Gated Entrance, Clubhouse, 24-Hour Fitness Center, Billiards Room, Community Lounge, Media Room, Video Game Console, Internet/WiFi, Movie Theater, Business Center, Resort-Style Swimming Pool

THE RESERVE — 2010

Location: Evansville, Indiana
Site Data: 6.61 Acres, 158 Units
Construction: Market Rate, 3-Story & 4-Story w/Elevators
Year Built: 2010
Amenities: Clubhouse, Resort-Style Swimming Pool, Outdoor Lounge, Sundeck, 24-Hour Fitness Center, Billiards, WiFi Cyber Center, Garage Availability

MOUNTAIN RANCH — 2010

Location: Fayetteville, Arkansas
Site Data: 15.37 Acres, 360 Units
Construction: Market Rate/Student, 4-Story w/Elevators
Year Built: 2010
Amenities: Community Room, 24-Hour Fitness Center, Billiards Room, Media Room, Video Game Console, Internet, Movie Theater, Resort-Style Swimming Pool, Outdoor

PROJECT PORTFOLIO *(Continued)*

PAVILION AT PLANTATION WAY — 2010

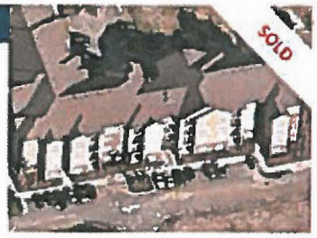
Location	Macon, GA
Site Data	14.0 Acres, 240 Units
Construction	Market Rate, 4-Story w/Elevators
Year Built	2010
Amenities	Clubroom, 24-Hour Fitness Center, Billiards Room, Community Lounge, Media Room, Video Game Console, WiFi Cyber Center, Movie Theater,

VILLAGE AT QUAIL SPRINGS — 2010

Location	Oklahoma City, Oklahoma
Site Data	15.60 Acres, 276 Units
Construction	Market Rate, 3-Story
Year Built	2010
Amenities	Clubhouse, Resort Style Swimming Pool, Outdoor Lounge, 24-Hour Fitness Center, Billiards, Community Room, Wi-Fi Cyber Center, Garage Availability

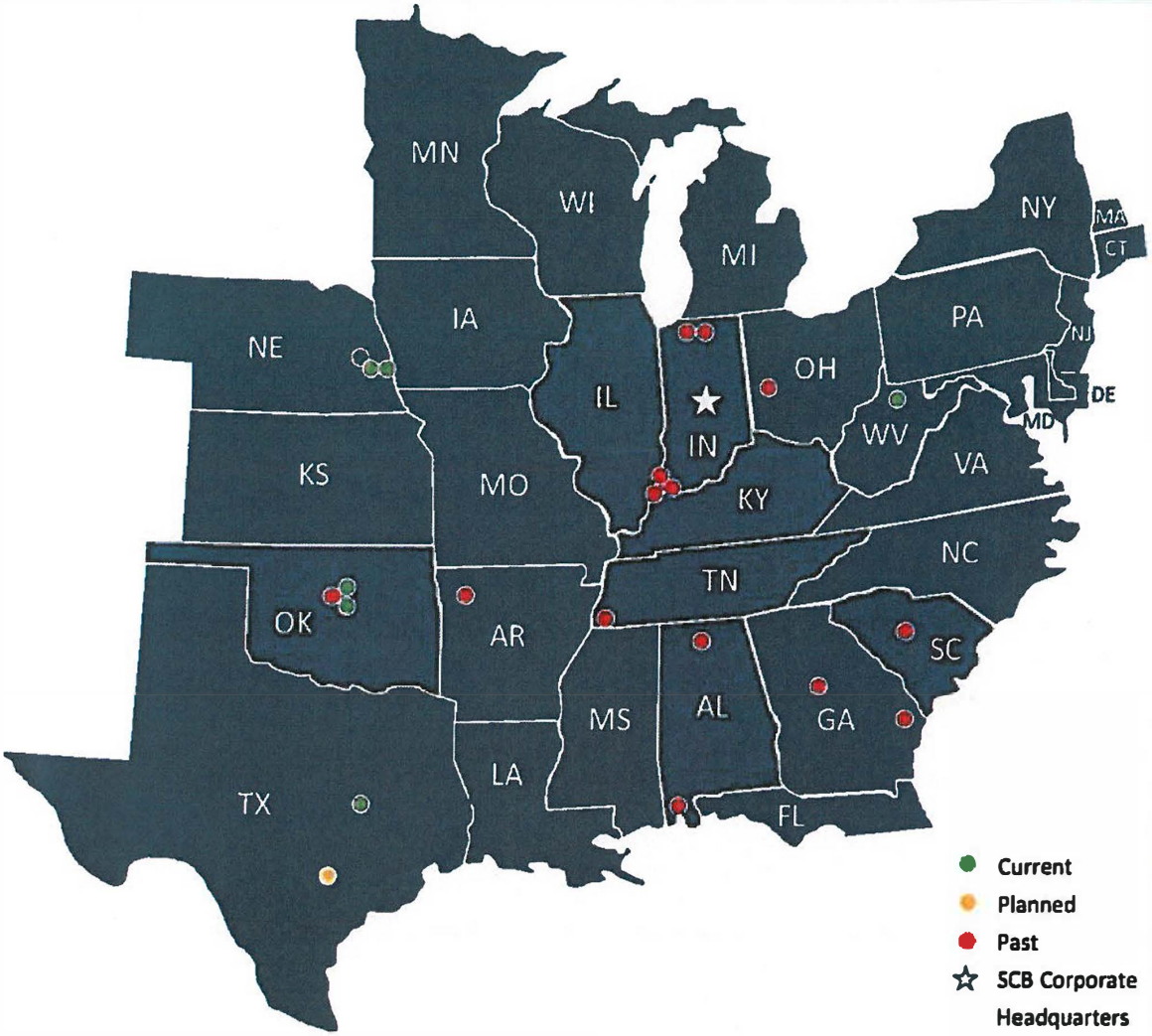
VILLAGE AT RICE HOPE — 2009

Location	Port Wentworth, Georgia
Site Data	28.05 Acres, 451 Units
Construction	Market Rate, 4-Story w/Elevators
Year Built	2009
Amenities	Clubhouse, Swimming Pool, 24 Hour Fitness Center, Billiards, Community Lounge, Business Center, Garage Availability, Wi-Fi Café



MARKET AREA

LOCATIONS



Additional Projects

Overlook AT Golden Hills - 2008
Lexington, SC
204 Units

Crescent At Wolf Chase - 2007
Memphis, TN
200 Units

Towne Park - 2005
Troy, OH
204 Units

Mainstreet - 2005
Huntsville, AL
204 Units

Brooklyn Place - 2004
Evansville, IN
204 Units

Cross Lake - 2001
Evansville, IN
208 Units

Summer Place - 2000
South Bend, IN
216 Units

Spring Lake - 1998
South Bend, IN
156 Units

Indianapolis Headquarters

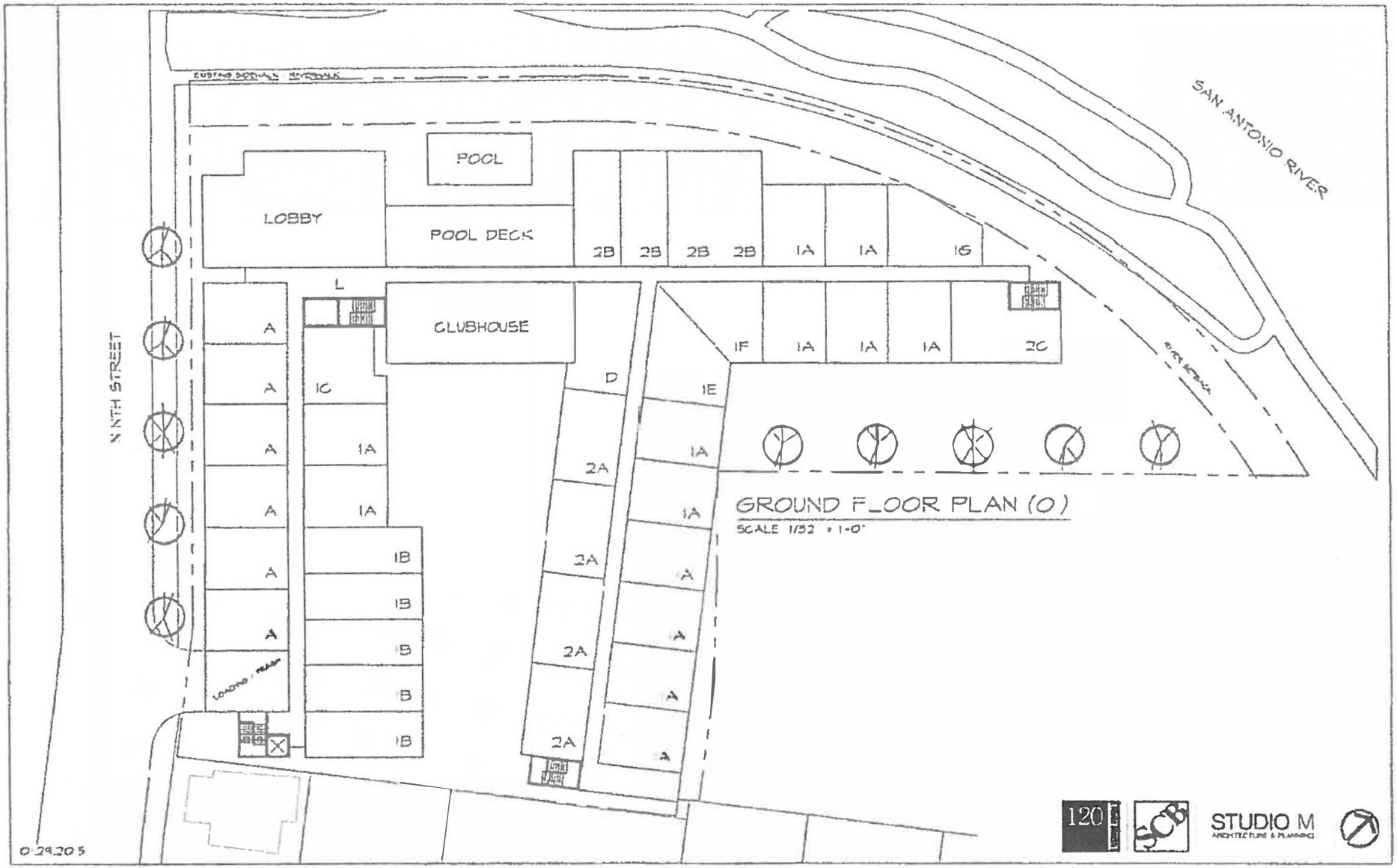
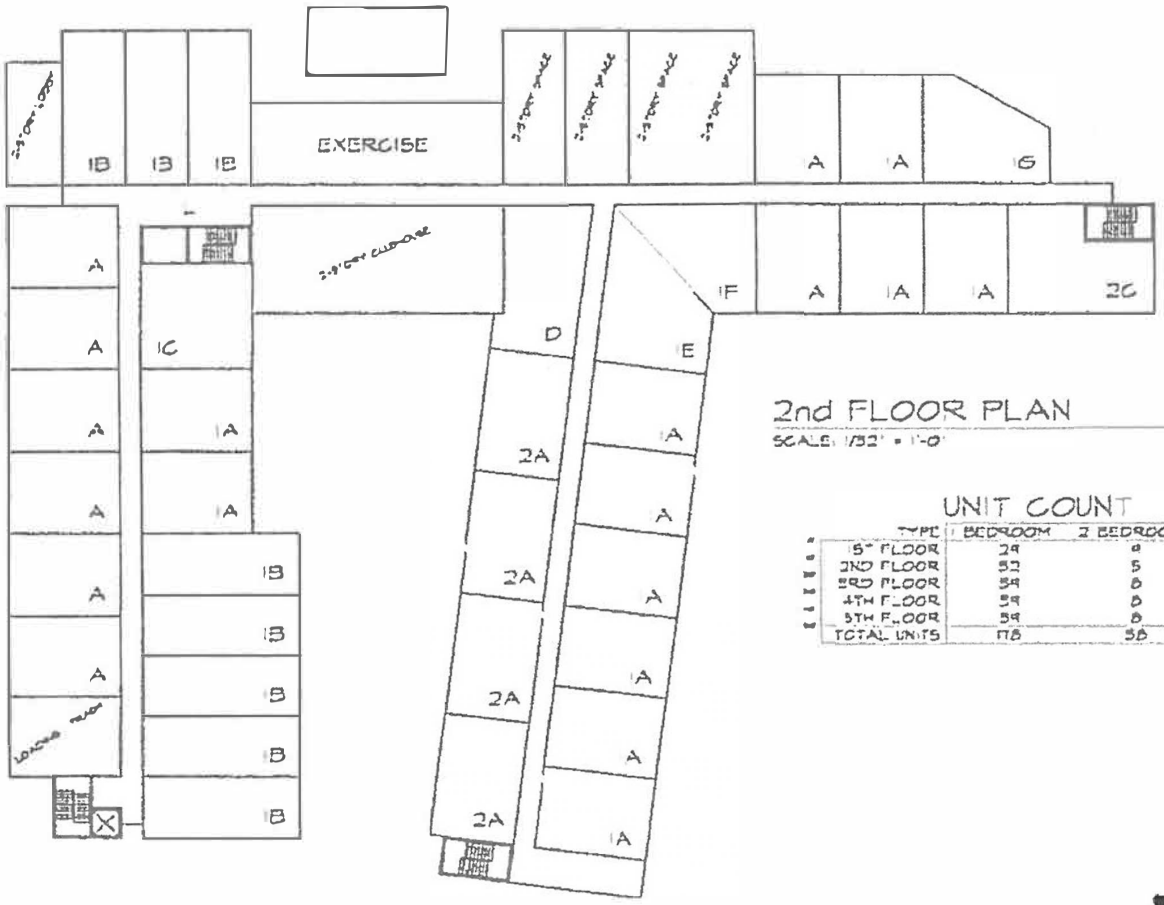

SAN ANTONIO RIVER
N NTH STREET
POOL
LOBBY
POOL DECK
CLUBHOUSE
2B
2B
2B
2B
1A
1A
1G
L
A
A
A
A
A
A
1C
1A
1A
1B
1B
1B
1B
1B
D
2A
2A
2A
2A
1E
1A
1A
A
A
A
A
1F
1A
1A
1A
2C
LOADING / REAR
GROUND FLOOR PLAN (0)
SCALE 1/32 = 1'-0"
0 29 2015
120
STUDIO M
ARCHITECTURE & PLANNING

EXHIBIT
4



2nd FLOOR PLAN

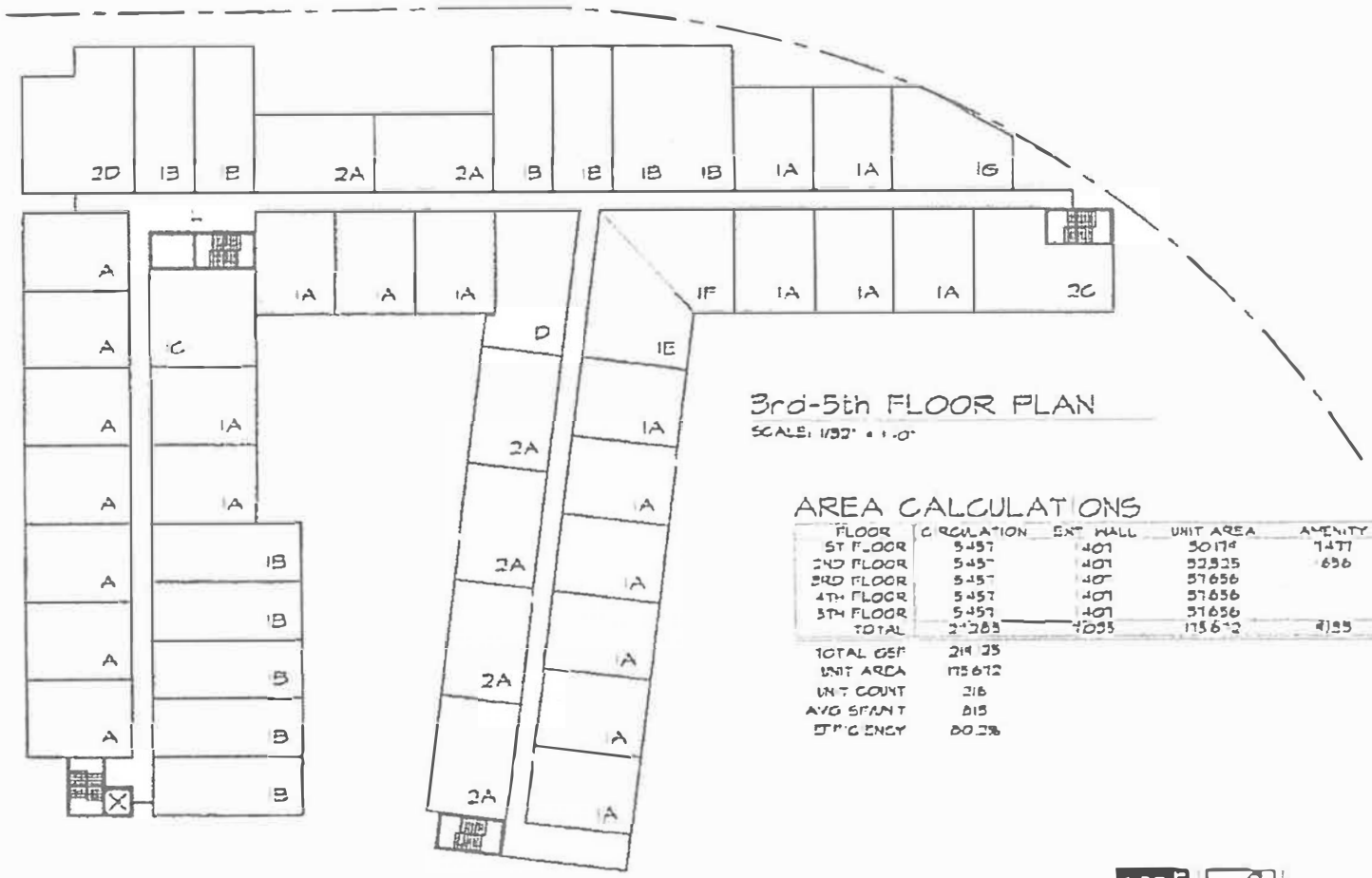
SCALE: 1/32" = 1'-0"

UNIT COUNT

TYPE	1 BEDROOM	2 BEDROOM	
1ST FLOOR	29	8	
2ND FLOOR	52	5	
3RD FLOOR	59	6	
4TH FLOOR	59	6	
5TH FLOOR	59	6	
TOTAL UNITS	118	58	216

STUDIO M ARCHITECTURE & PLANNING

01.29.2015



3rd-5th FLOOR PLAN

SCALE: 1/32" = 1'-0"

AREA CALCULATIONS

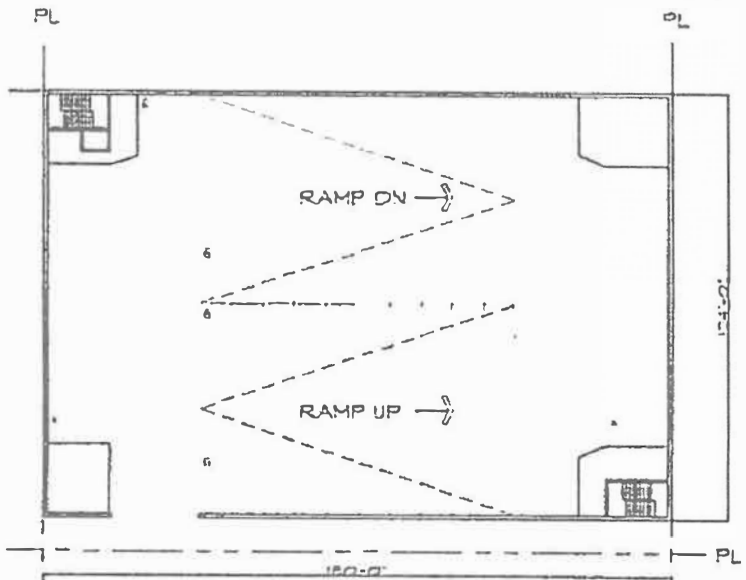
FLOOR	CIRCULATION	EXT. WALL	UNIT AREA	AMENITY
1ST FLOOR	5457	407	50174	7477
2ND FLOOR	5457	407	52325	656
3RD FLOOR	5457	407	57656	
4TH FLOOR	5457	407	57656	
5TH FLOOR	5457	407	57656	
TOTAL	27285	2035	175672	8133

TOTAL GSF	219125
UNIT AREA	175672
UNIT COUNT	216
AVG SF/UNIT	813
EFFICIENCY	80.2%

01.29.2015

120 | STUDIO M ARCHITECTURE & PLANNING

0.22.2005

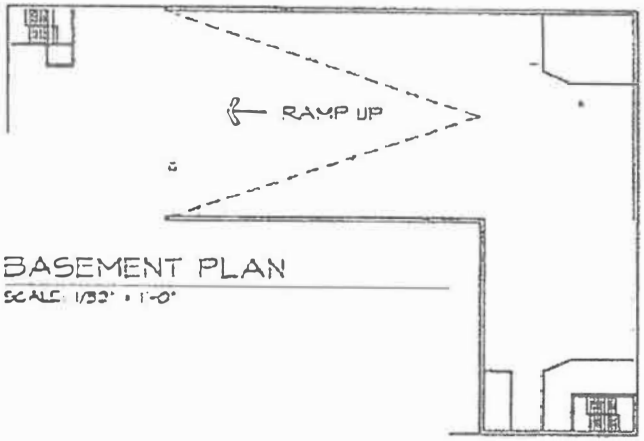


1st-3rd FLOOR PLAN

SCALE: 1/32" = 1'-0"

GARAGE SECTION

SCALE: 1/32" = 1'-0"

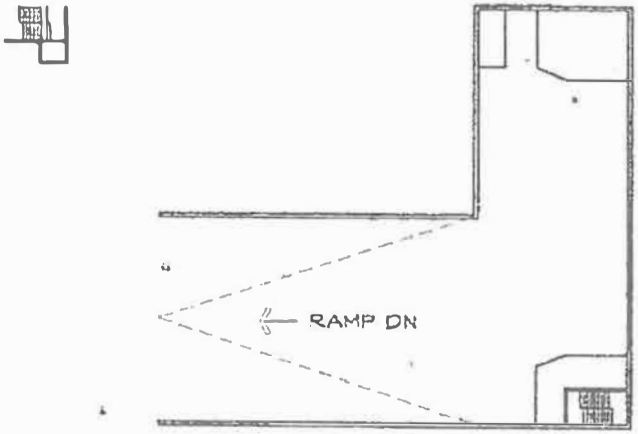


BASEMENT PLAN

SCALE: 1/32" = 1'-0"

4th FLOOR PLAN

SCALE: 1/32" = 1'-0"



PARKING COUNT

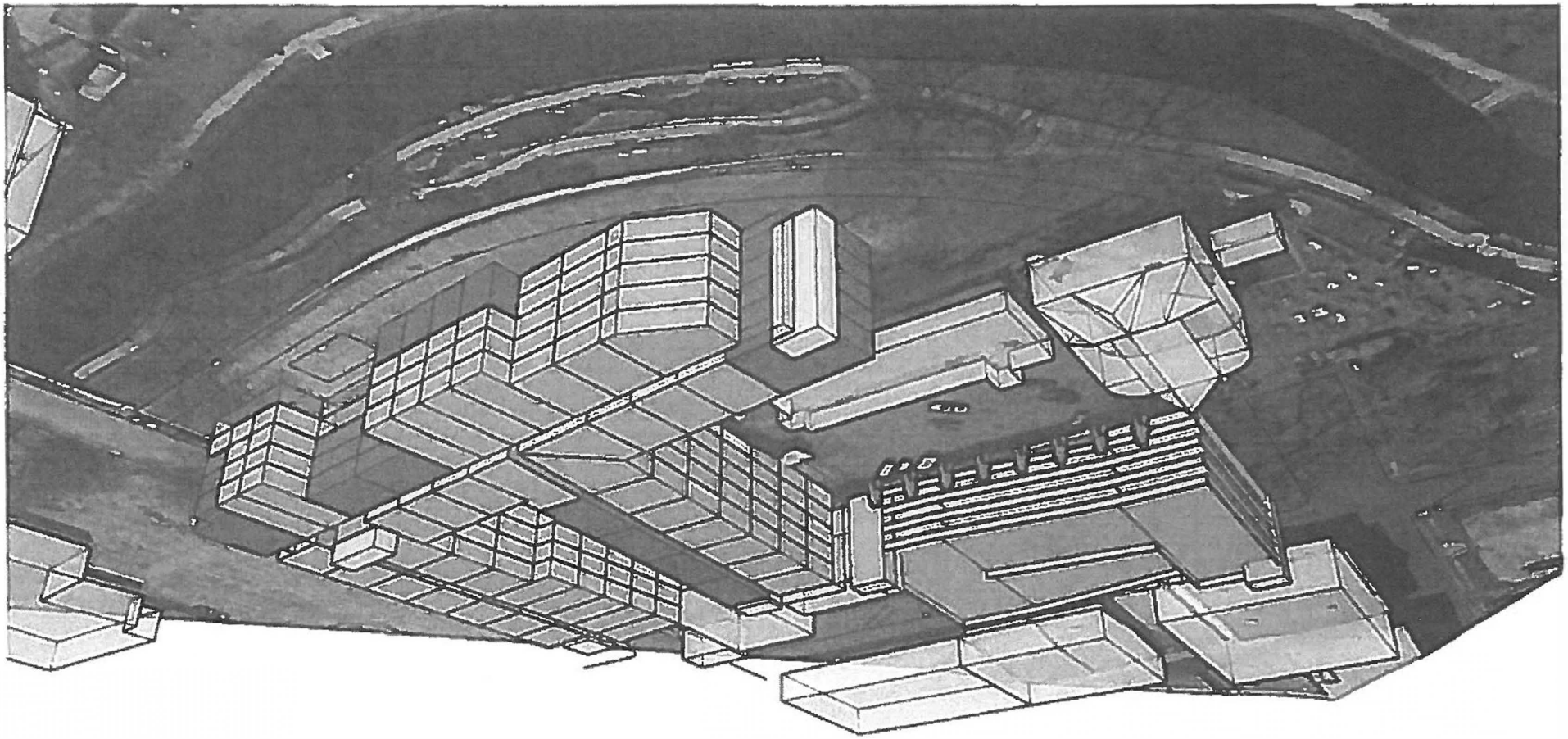
BASEMENT	56
1ST FLOOR	64
2ND FLOOR	66
3RD FLOOR	66
4TH FLOOR	56
TOTAL	268

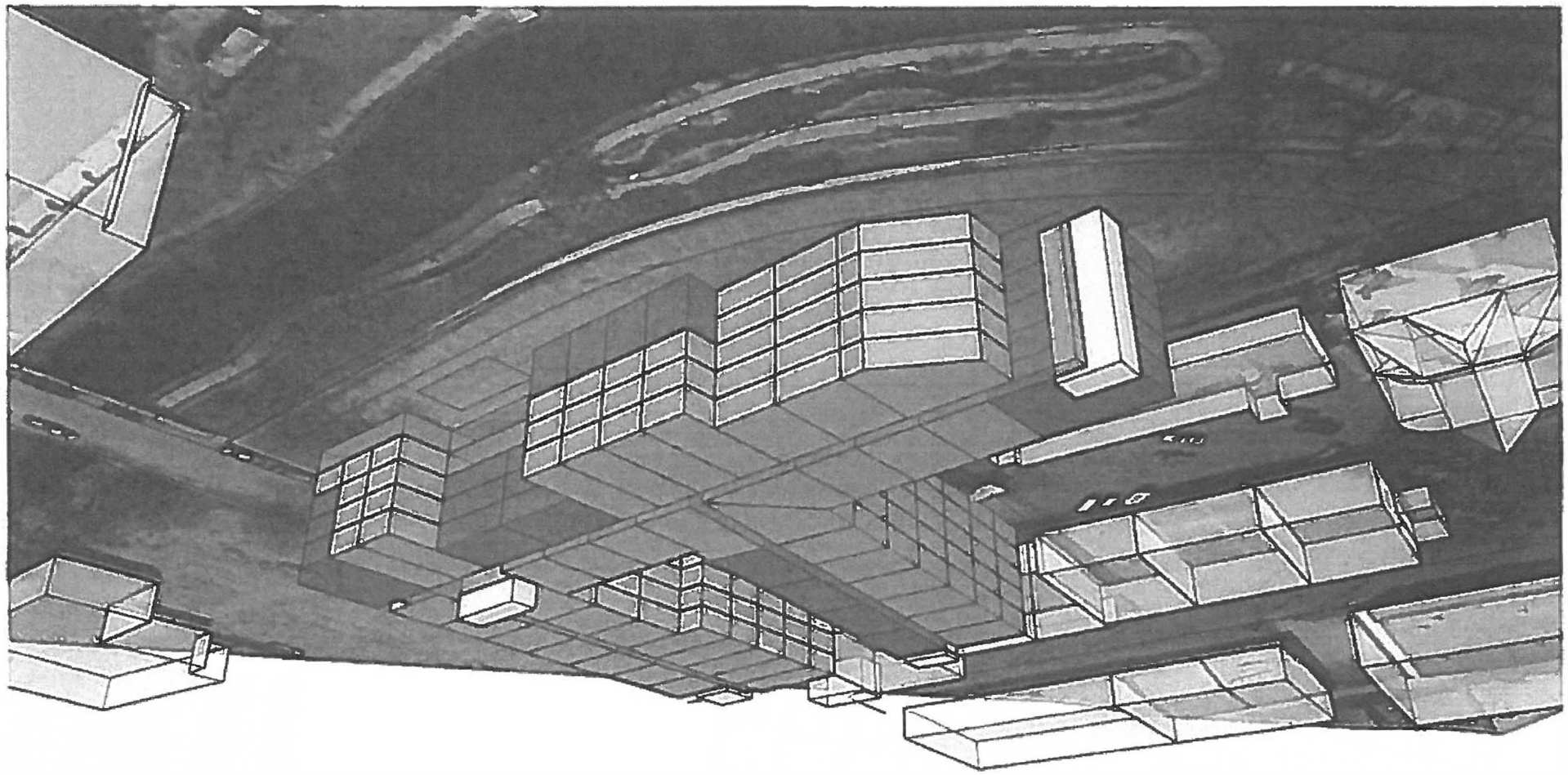
GARAGE GSF 84,280

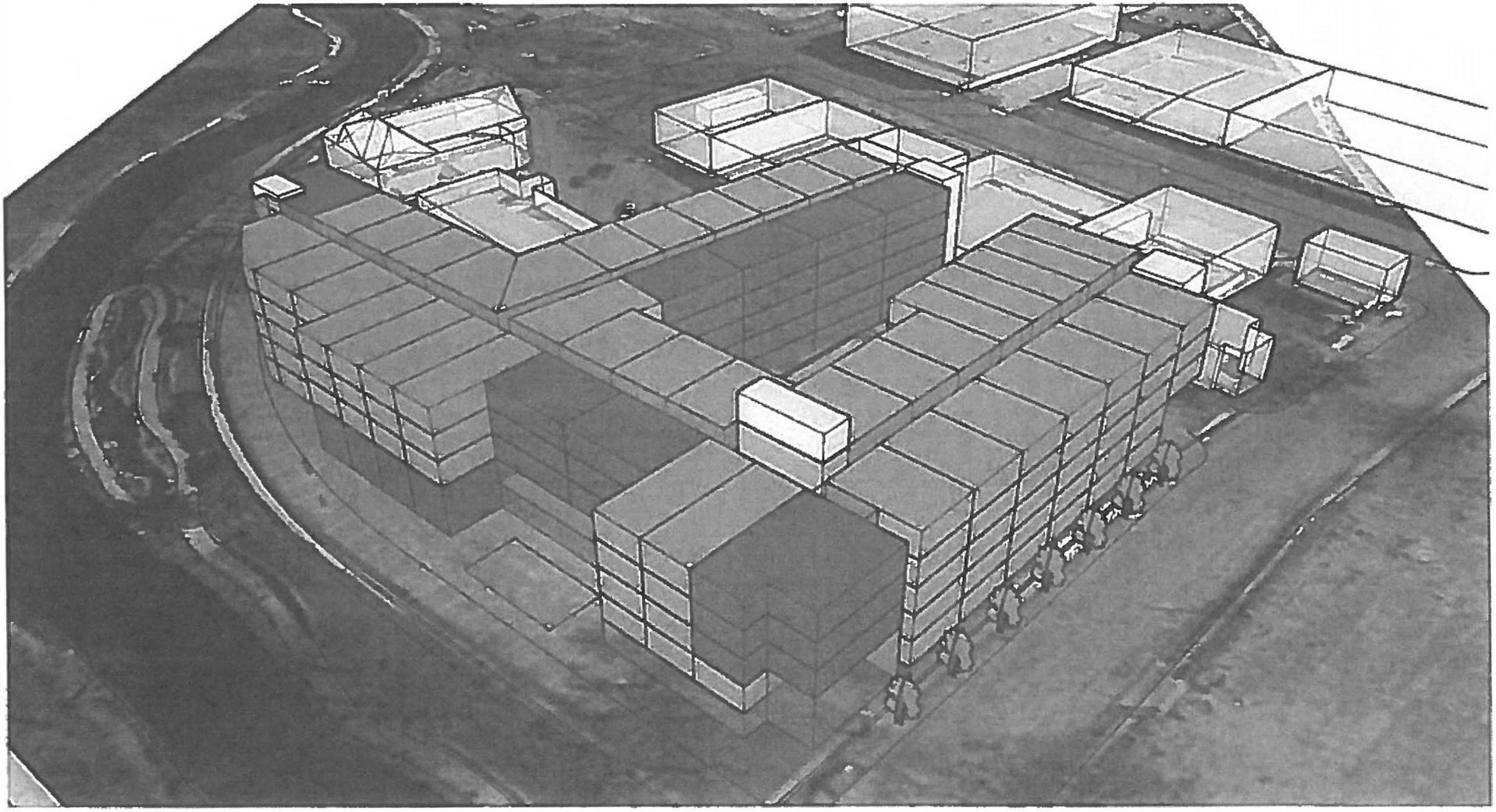
SC Budget Company, Inc.

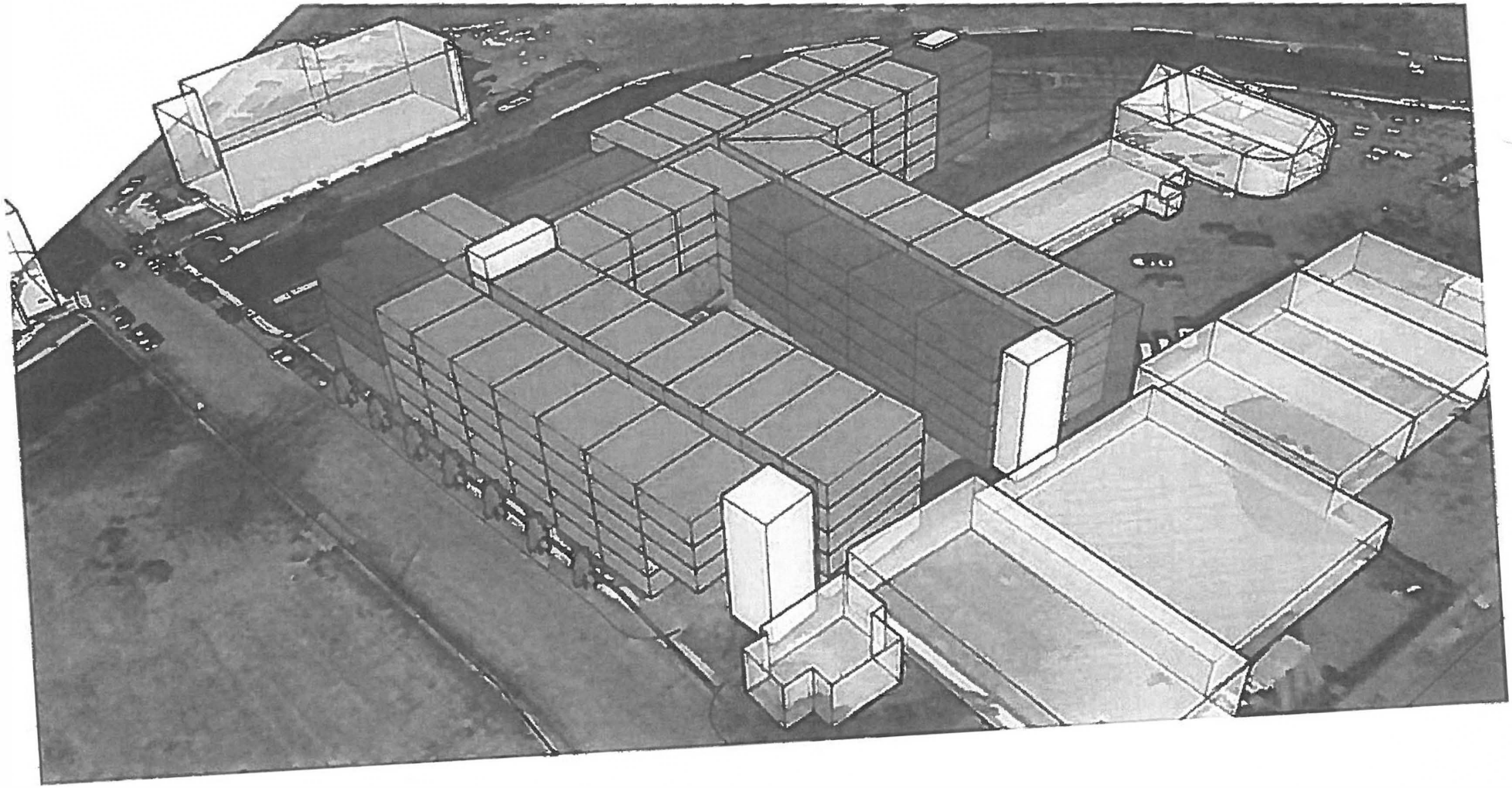
STUDIO M ARCHITECTURE & PLANNING

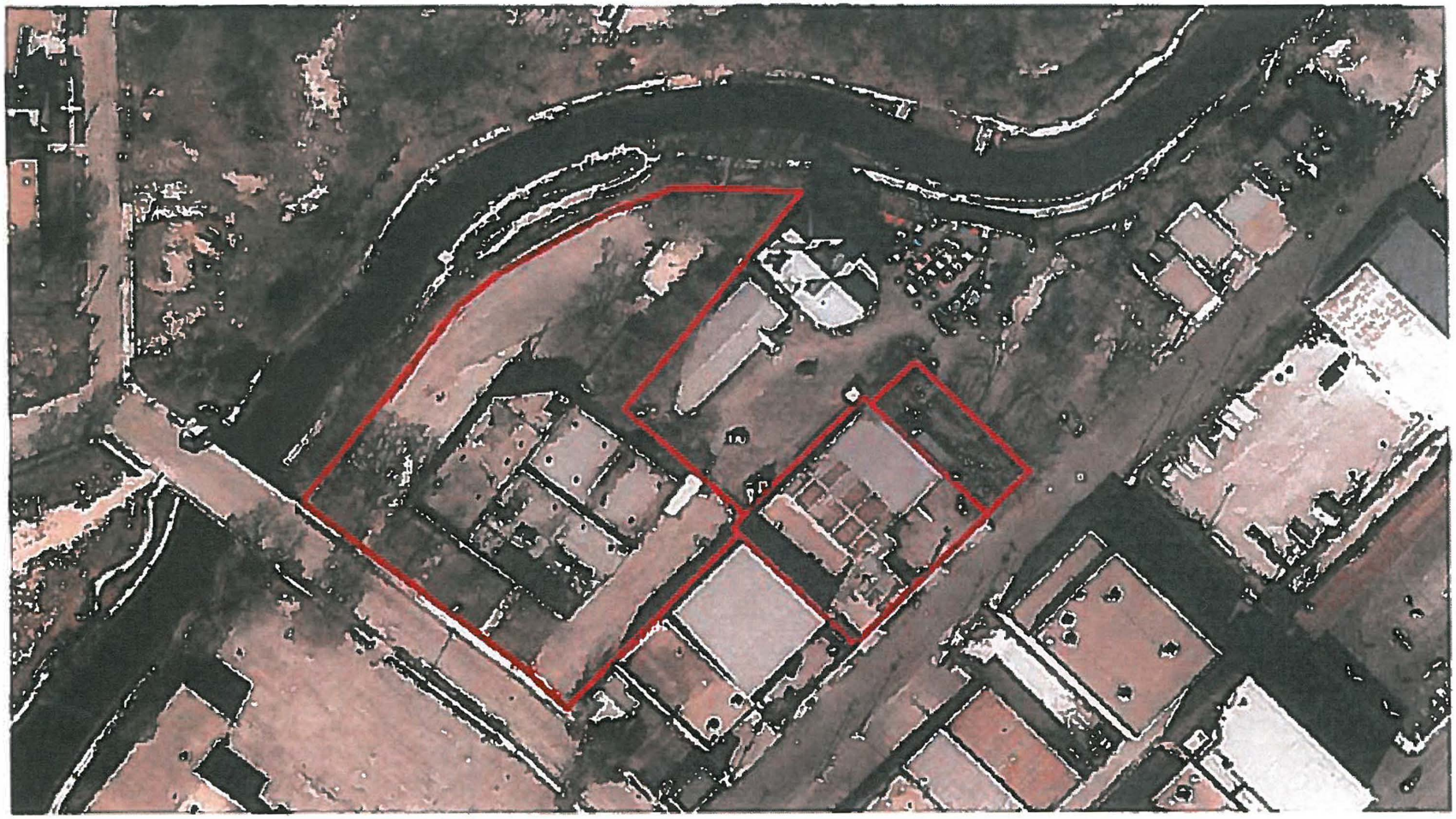
120 NINTH STREET, SAN ANTONIO TX











N

Flex Viewer

Powered by ArcGIS Server

Printed:Mar 16, 2015

The City of San Antonio does not guarantee the accuracy, adequacy, completeness or usefulness of any information. The City does not warrant the completeness, timeliness, or positional, thematic, and attribute accuracy of the GIS data. The GIS data, cartographic products, and associated applications are not legal [illegible]. Information shown on these maps is derived from public records that are constantly undergoing revision. Under no circumstances should GIS-derived products be used for final des[illegible] Information on an "as is" basis without warranty of any kind, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and a[illegible]e's use of the information.

EXHIBIT

1

SAN ANTONIO WATER SYSTEM
P. O. Box 2449
San Antonio, TX 78298

SERVICE COST ESTIMATE

Date 4/15/2015 **Applicant** 120 9th Street LLC

Mailing Address 6010 W 62nd Street, Indianapolis, IN 46278

Phone No. 317-536-2000 **Type of Business** Multifamily Housing

Service Address 120 9th Street **Lot Number** ____ **Block Number** ____ **NCB No. 10879**

Map No. 164582 **ICL/OCL** ICL

Service Level Low **Plat #** ____

	110 EDU's	5 EDU's	Service 3
	Size Domestic	Size Irrigation	Size
Water Impact Fees	505,670.00	22,985.00	0.00
Wastewater Impact Fees	165,550.00		
(If Applicable)			
Service Line Fees			
Lateral Fees			
Additional Fees (Local Benefit, Pro-Rata, Fire Flow, etc.)			
	$ 671,220.00	**$ 22,985.00**	**$ -**

Total Service Cost Estimate **$ 694,205.00**

Remarks: 220 Multifamily Units = 110 EDU's + 1.5" Irrigation Meter = 5 EDU's
$4597/EDU for Water and $1505/EDU for Wastewater

All installation charges shall be in accordance with current San Antonio Water System Regulations for water and wastewater service. This estimate is not intended to be an invoice for fees due to SAWS for water/wastewater service. Final costs may include other fees not identified in this estimate.

EXHIBIT
8

Counter Services Division
Phone: **(210) 233-2009**

EXHIBIT D

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT & OPERATIONS DEPARTMENT

CCHIP Agreement Term Sheet

120 Ninth Street

Project Name and location:	The 120 Ninth Street project is located at the northwest intersection of 9th Street and Avenue B within the CRAG, SA2020, the Midtown TIRZ, the River North Growth Area (Tier 3), and Council District 1.
Project Description:	Construction of a 5-story low-impact housing development including 220 market-rate units and a detached five-story parking garage for a total project cost of $39.6M. Construction is scheduled to commence in August 2015 and be completed by November 2016.
Project Developer and POC:	Mike Klein, SC Bodner Company

Incentive Package per CCHIP	Amount	Program Fees
City Fee Waiver	110,440.00	100.00
SAWS Fee Waiver -Available after October 1, 2016	694,205.00	100.00
15-year tax reimbursement grant - 100% participation in Midtown TIRZ - 10% of units to maintain 1st year rental rate for grant term (plus inflation) - Excludes 2014 base value of $2,464,540 - Projected end value of $39,613,000	3,152,177.00	2,250.00
Construction Loan (no funding available) - Based on Historic Rehabilitation project category in Tier 3 (220 units @ $1,000/unit) -Eligible for 220K but unfunded	0.00	0.00
Construction Loan Bonus (no funding available) - Based on Low Impact Development and Structured Parking features (220 units @ $1500/unit) -Eligible for 330K but unfunded	0.00	0.00
TOTAL INCENTIVES AND PROGRAM FEES	**$3,956,822.00**	**$2,450.00**

Program fees must be paid before execution of the final incentive agreement. All funding is subject to availability at the time of disbursement. The tax reimbursement grant will be funded by the ad valorem tax increment generated by the project over the term of the grant. City fee waivers are funded by the General Fund. SAWS Fee Waivers are funded through an annual SAWS credit allocation. Loans are funded by the Inner City Incentive Fund and are subject to availability.

Approvals:

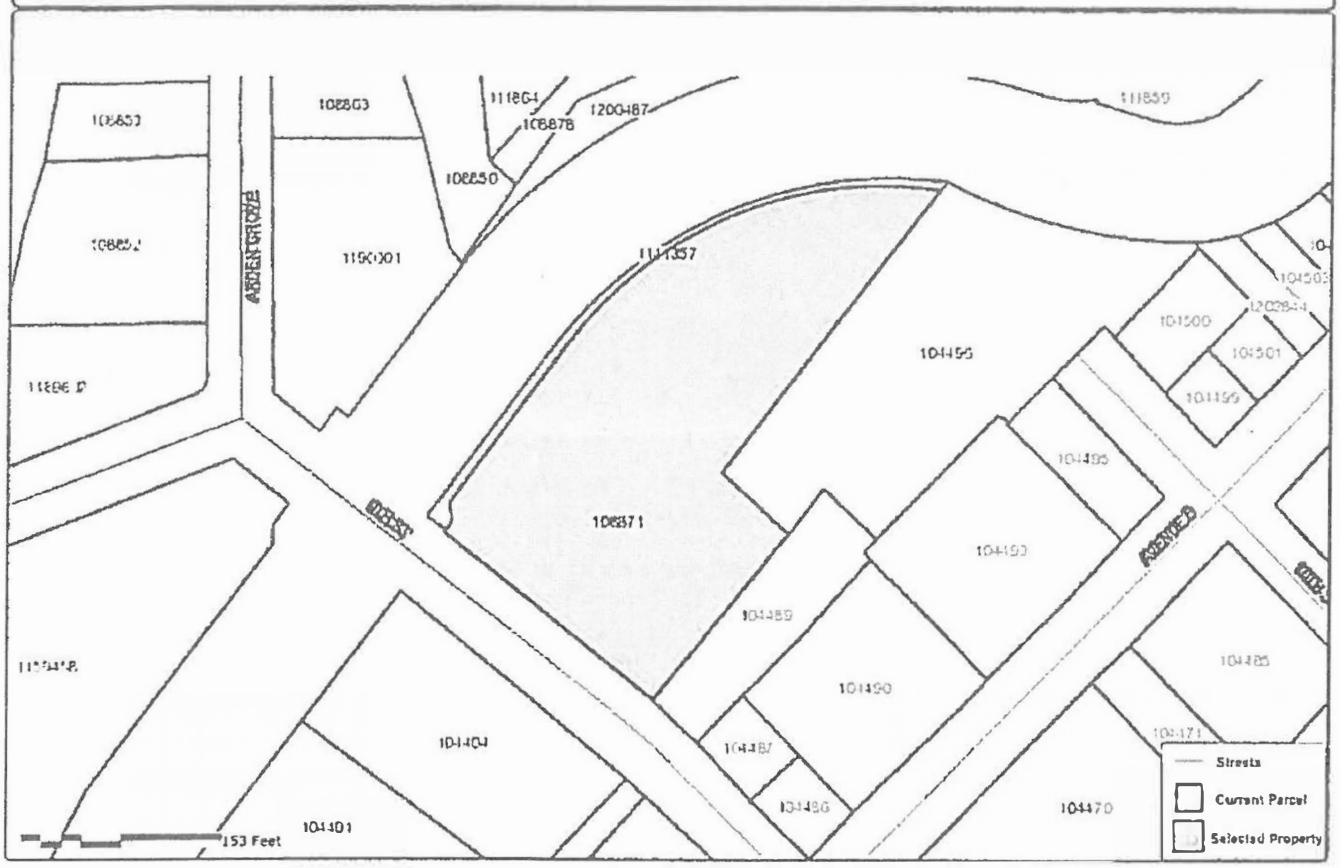
5/21/15
Ramiro Gonzales, Program Manager — Date

5/26/15
Erik "Clay" Lewis, Fiscal Analyst — Date

Lori Houston, Director — Date

EXHIBIT E

Bexar CAD - Map of Property ID 108871 for Year 2015



Property Details

Account

Property ID: 108871
Geo ID: 00783-034-0192
Type: Real
Legal Description: NCB 783 BLK 34 LOT E IRR 33FT OF A-19, S 398FT OF A-20,SW 170 FT OF A-21 & ARB A-2

Location

Situs Address: 120 W 9TH ST SAN ANTONIO, TX 78215
Neighborhood: NBHD code10081
Mapsco: 616F3
Jurisdictions: SA027, 57, 08, 21, 10, 11, CAD, 09, 06

Owner

Owner Name: STATE OF TEXAS
Mailing Address: PERMANENT SCHOOL FUND, 1700 CONGRESS AVE, AUSTIN, TX 78701-1436

Property

Appraised Value: N/A

http://www.bcad.org/Map/View/Map/1/108871/2015

PropertyACCESS

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on the ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

EXHIBIT
2

Bexar CAD

Property Search Results > 108871 STATE OF TEXAS for Year 2015

Property

Account

Property ID:	108871	Legal Description:	NCB 783 BLK 34 LOT E IRR 33FT OF A-19, S 398FT OF A-20,SW 170 FT OF A-21 & ARB A-23 EXC N IRR 8FT
Geographic ID:	00783-034-0192	Agent Code:	
Type:	Real		
Property Use Code:	5175		
Property Use Description:	EXEMPT - BANQUET HALL/BALLROOM		

Location

Address:	120 W 9TH ST SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10081	Map ID:	10081
Neighborhood CD:	10081		

Owner

Name:	STATE OF TEXAS	Owner ID:	76458
Mailing Address:	PERMANENT SCHOOL FUND 1700 CONGRESS AVE AUSTIN, TX 78701-1436	% Ownership	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Land Homesite Value:	+	N/A		
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Timber Market Valuation:	+	N/A		N/A
(=) Market Value:	=	N/A		
(–) Ag or Timber Use Value Reduction:	–	N/A		
(=) Appraised Value:	=	N/A		
(–) HS Cap:	–	N/A		
(=) Assessed Value:	=	N/A		

Taxing Jurisdiction

Owner:	STATE OF TEXAS
% Ownership:	100.0000000000%
Total Value:	N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA027	San Antonio TIF #27 River North	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

Improvement #1: Commercial State Code: F1 Living Area: 20662.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
170	CLUB HOUSE	C - A	BR	1965	6388.0
220	RETAIL STORE	S - A	ME	1965	14274.0

Improvement #2: Commercial State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	6980.0

Improvement #3: Commercial State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
EQS	Equipment Shed	D - A		0	1230.0

Improvement #4: Commercial State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CON	Concrete	* - A		0	500.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	1.4700	64033.20	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	$1,000	$1,921,000	0	1,922,000	$0	$1,922,000
2013	$1,000	$1,921,000	0	1,922,000	$0	$1,922,000
2012	$1,000	$1,921,000	0	1,922,000	$0	$1,922,000
2011	$1,000	$1,921,000	0	1,922,000	$0	$1,922,000

2010	$1,000	$1,921,000	0	1,922,000	$0	$1,922,000

Deed History - (Last 3 Deed Transactions)

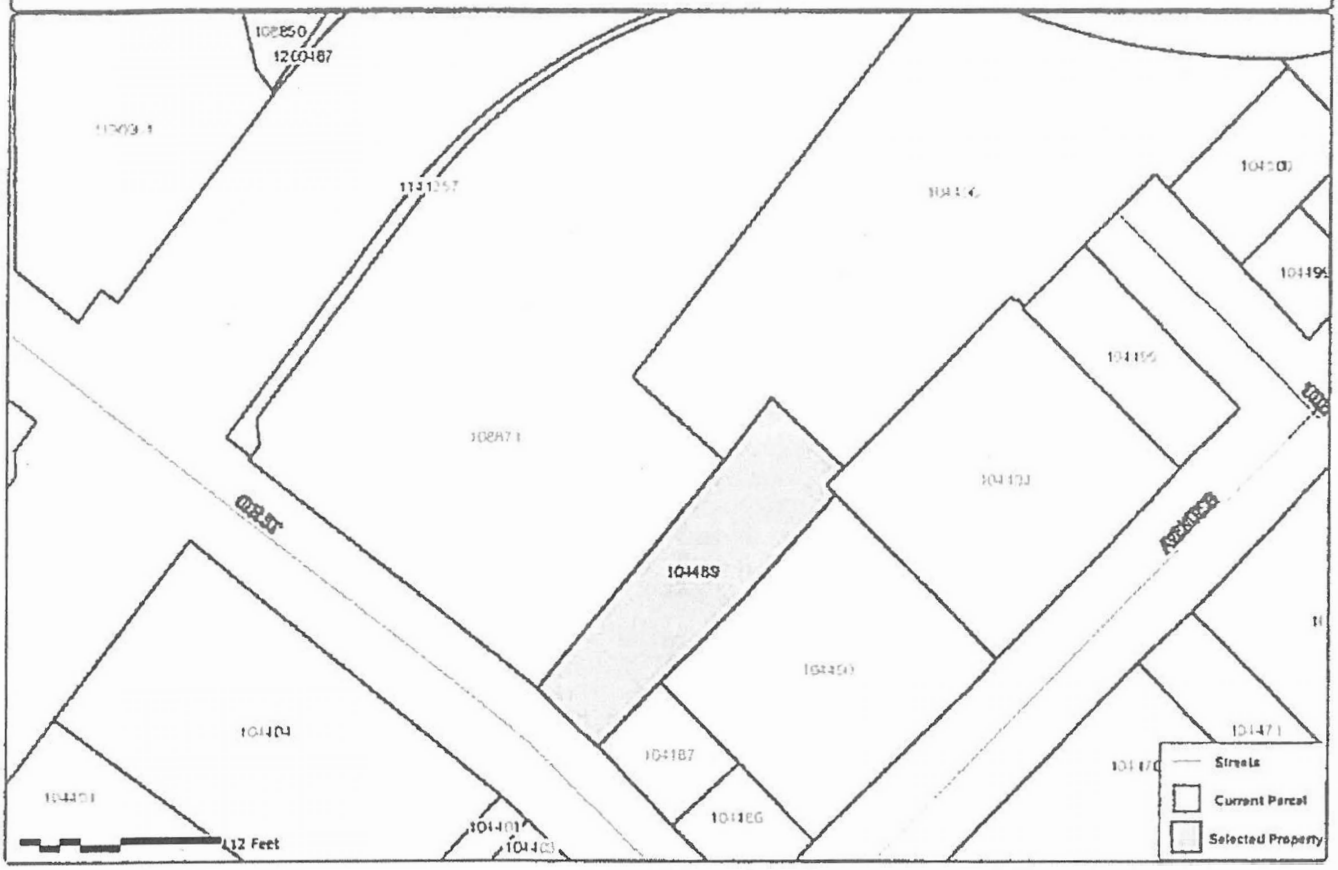
#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/3/2010	WD	Warranty Deed	TURNERS INC	STATE OF TEXAS	14758	0983	20100217705

2015 data current as of Mar 23 2015 12:40AM.
2014 and prior year data current as of Mar 22 2015 10:17PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

This year is not certified and ALL values will be represented with "N/A".

Website version 1.2.2.7 Database last updated on 3/23/2015 12:40 AM © N. Harris Computer Corporation

Bexar CAD - Map of Property ID 104489 for Year 2015



Property Details

Account

Property ID: 104489
Geo ID: 00456-034-0021
Type: Real
Legal Description: NCB 456 BLK 34 LOT W IRR 80 FT OF A-22 NCB 783 LOT A-2

Location

Situs Address: 128 W 9TH ST SAN ANTONIO, TX 78215
Neighborhood: NBHD code10081
Mapsco: 616F3
Jurisdictions: 06, 09, 08, 11, SA027, 10, 57, CAD, 21

Owner

Owner Name: STATE OF TEXAS
Mailing Address: PERMANENT SCHOOL FUND, 1700 CONGRESS AVE, AUSTIN, TX 78701-1436

Property

Appraised Value: N/A

http://www.bcad.org/Map/View/Map/1/104489/2015

PropertyACCESS

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

Bexar CAD

Property Search Results > 104489 STATE OF TEXAS for Year 2015

Property

Account

Property ID:	104489	Legal Description:	NCB 456 BLK 34 LOT W IRR 80 FT OF A-22 NCB 783 LOT A-2
Geographic ID:	00456-034-0021	Agent Code:	
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	128 W 9TH ST SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10081	Map ID:	10081
Neighborhood CD:	10081		

Owner

Name:	STATE OF TEXAS	Owner ID:	76458
Mailing Address:	PERMANENT SCHOOL FUND 1700 CONGRESS AVE AUSTIN, TX 78701-1436	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Land Homesite Value:	+	N/A		
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Timber Market Valuation:	+	N/A		N/A
(=) Market Value:	=	N/A		
(–) Ag or Timber Use Value Reduction:	–	N/A		
(=) Appraised Value:	=	N/A		
(–) HS Cap:	–	N/A		
(=) Assessed Value:	=	N/A		

Taxing Jurisdiction

Owner:	STATE OF TEXAS
% Ownership:	100.0000000000%
Total Value:	N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA027	San Antonio TIF #27 River North	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

Improvement #1: Commercial State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	200.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	0.2320	10106.00	0.00	0.00	N/A	N/A

Roll Value History

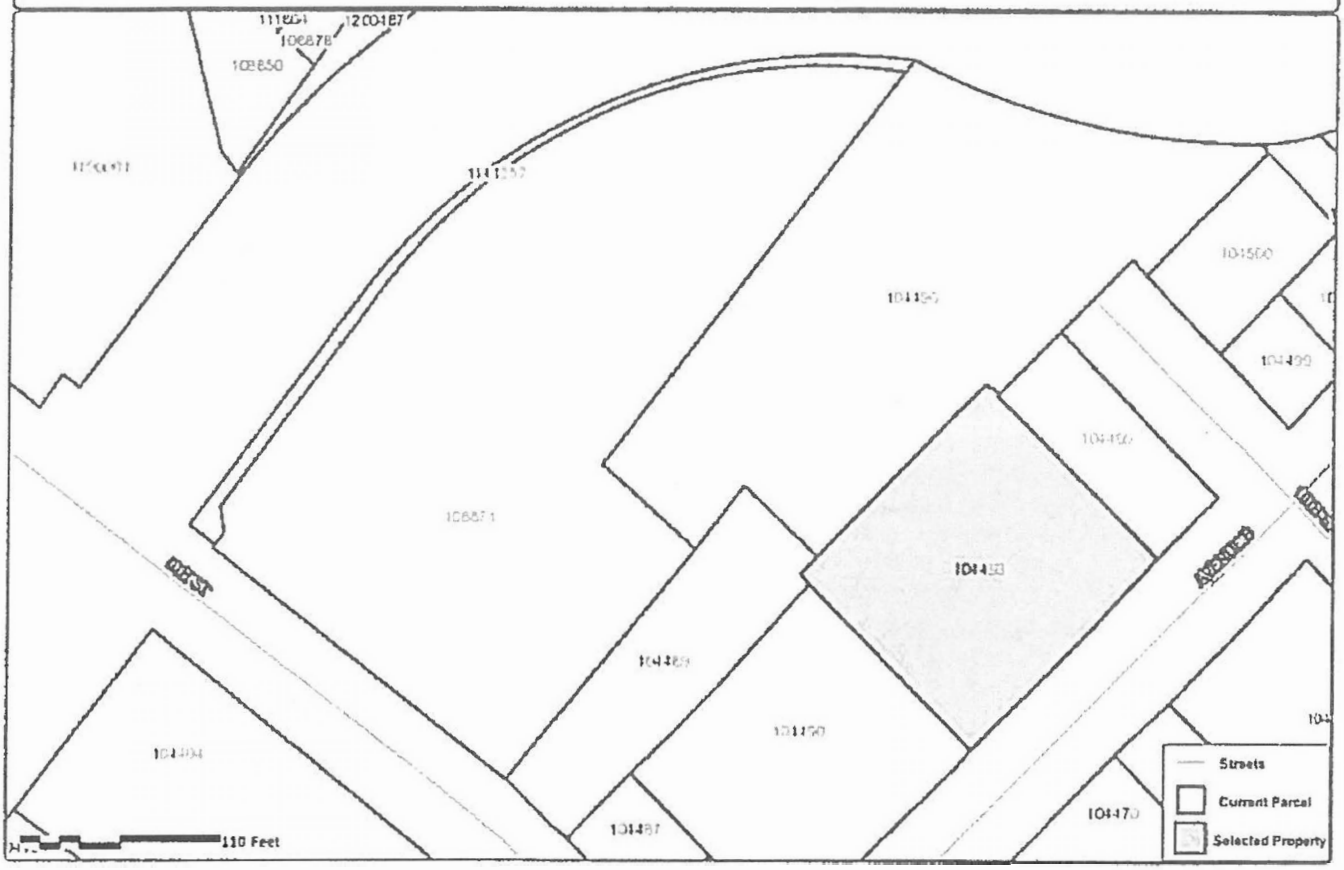
Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	$100	$151,590	0	151,690	$0	$151,690
2013	$100	$151,590	0	151,690	$0	$151,690
2012	$100	$151,590	0	151,690	$0	$151,690
2011	$100	$151,590	0	151,690	$0	$151,690
2010	$100	$151,590	0	151,690	$0	$151,690

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/3/2010	WD	Warranty Deed	TURNERS INC	STATE OF TEXAS	14758	0983	20100217705
2	3/28/2003	Deed	Deed		TURNERS INC	9943	1409	0
3	4/14/1998	Deed	Deed		BELLE RIVE INVESTMENTS LLC	7431	1033	0

2015 data current as of Mar 23 2015 12:40AM.
2014 and prior year data current as of Mar 22 2015 10:17PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Bexar CAD - Map of Property ID 104493 for Year 2015



Property Details

Account

Property ID: 104493
Geo ID: 00456-034-0051
Type: Real
Legal Description: NCB 456 BLK 34 LOT 5, 6, 7 AND P-101 (PT OF ALLEY)

Location

Situs Address: 925 AVENUE B SAN ANTONIO, TX 78215
Neighborhood: NBHD code10081
Mapsco: 616F3
Jurisdictions: 57, 10, SA027, 08, 09, 21, CAD, 06, 11

Owner

Owner Name: SANKEY WILTON K & HELEN O
Mailing Address: , 925 AVENUE B, SAN ANTONIO, TX 78215-1514

Property

Appraised Value: N/A

http://www.bcad.org/Map/View/Map/1/104493/2015

PropertyACCESS
www.trueinformation.com

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

Bexar CAD

Property Search Results > 104493 SANKEY WILTON K & HELEN O for Year 2015

Property

Account

Property ID:	104493	Legal Description:	NCB 456 BLK 34 LOT 5, 6, 7 AND P-101 (PT OF ALLEY)
Geographic ID:	00456-034-0051	Agent Code:	
Type:	Real		
Property Use Code:	305		
Property Use Description:	MANUFACTURING - LIGHT		

Location

Address:	925 AVENUE B SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10081	Map ID:	
Neighborhood CD:	10081		

Owner

Name:	SANKEY WILTON K & HELEN O	Owner ID:	72421
Mailing Address:	925 AVENUE B SAN ANTONIO, TX 78215-1514	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Land Homesite Value:	+	N/A		
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Timber Market Valuation:	+	N/A		N/A
(=) Market Value:	=	N/A		
(–) Ag or Timber Use Value Reduction:	–	N/A		
(=) Appraised Value:	=	N/A		
(–) HS Cap:	–	N/A		
(=) Assessed Value:	=	N/A		

Taxing Jurisdiction

Owner: SANKEY WILTON K & HELEN O

% Ownership: 100.0000000000%

Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax

06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA027	San Antonio TIF #27 River North	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

All Improvmets valued at income

Improvement #1: Commercial **State Code:** F2 **Living Area:** 3747.0 sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	C - A	RC	1962	3747.0

Improvement #2: Commercial **State Code:** F2 **Living Area:** 3735.0 sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
305	MANUFACTURING - LIGHT	C - A	CB	1962	3735.0

Improvement #3: Commercial **State Code:** F2 **Living Area:** 3760.0 sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
305	MANUFACTURING - LIGHT	S - A	ME	1975	3760.0

Improvement #4: Commercial **State Code:** F2 **Living Area:** sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	6650.0

Improvement #5: Commercial **State Code:** F2 **Living Area:** sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - L		0	1000.0

Improvement #6: Commercial **State Code:** F2 **Living Area:** sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	100.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	IND	Industrial	0.4358	18985.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	$18,580	$284,780	0	303,360	$0	$303,360
2013	$13,220	$284,780	0	298,000	$0	$298,000
2012	$13,220	$284,780	0	298,000	$0	$298,000
2011	$5,220	$284,780	0	290,000	$0	$290,000
2010	$5,220	$284,780	0	290,000	$0	$290,000

Deed History - (Last 3 Deed Transactions)

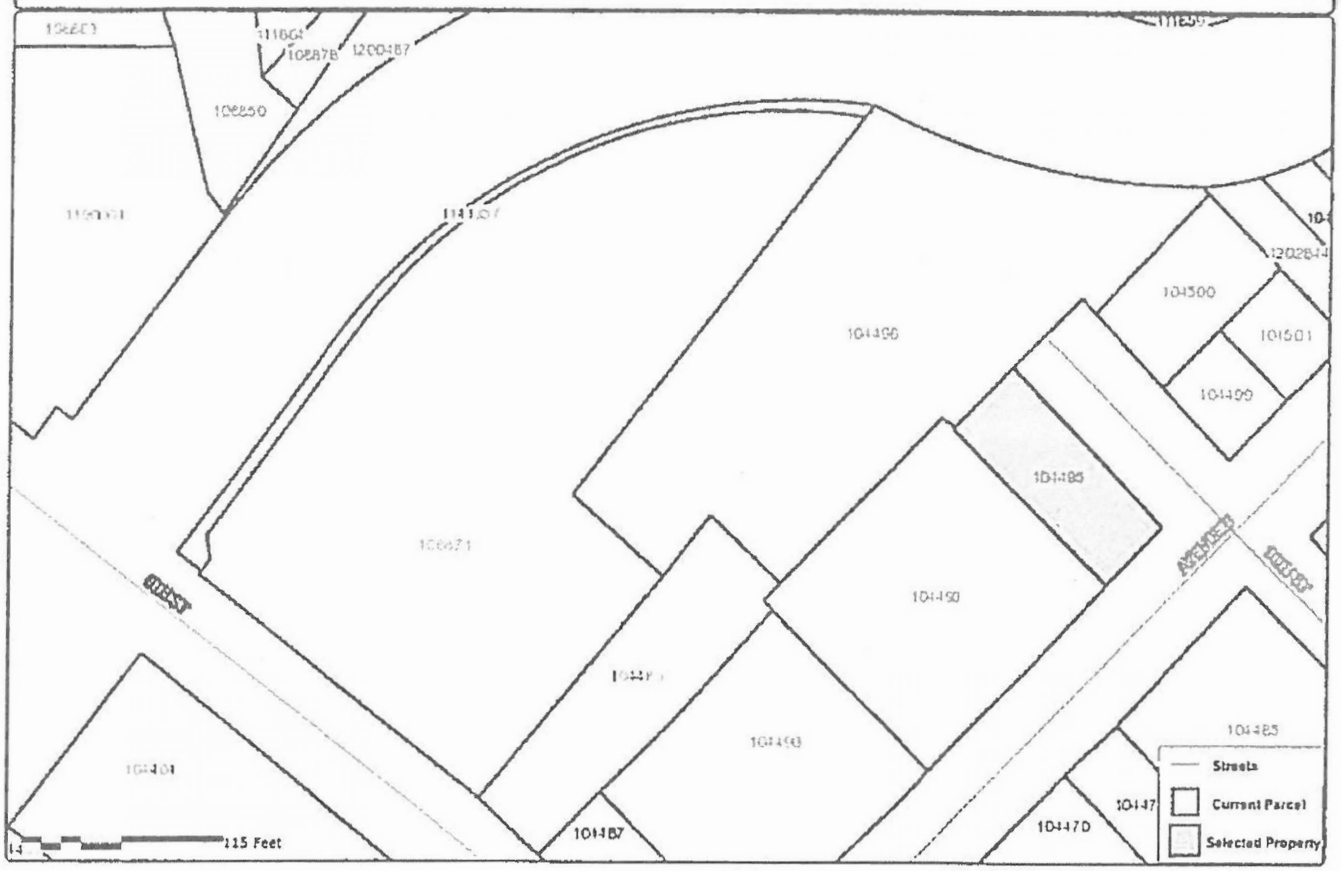
#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		Deed	Deed		SANKEY, WILTON D & HELEN O	5260	1290	0

2015 data current as of Mar 23 2015 12:40AM.
2014 and prior year data current as of Mar 22 2015 10:17PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

This year is not certified and ALL values will be represented with "N/A".

Website version 1.2 2 7 Database last updated on 3/23/2015 12 40 AM © N Harris Computer Corporation

Bexar CAD - Map of Property ID 104495 for Year 2015



Property Details

Account

Property ID: 104495
Geo ID: 00456-034-0080
Type: Real
Legal Description: NCB 456 BLK 34 LOT 8

Location

Situs Address: 929 AVENUE B SAN ANTONIO, TX 78215
Neighborhood: NBHD code10081
Mapsco: 617A3
Jurisdictions: 09, 08, 57, SA027, 21, 10, CAD, 11, 06

Owner

Owner Name: WALDEN DAVID & KATHY
Mailing Address: , 11411 SPRING MONT ST, SAN ANTONIO, TX 78249-2956

Property

Appraised Value: N/A

http://www.bcad.org/Map/View/Map/1/104495/2015

PropertyACCESS

Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

Bexar CAD

Property Search Results > 104495 WALDEN DAVID & KATHY for Year 2015

Property

Account

Property ID:	104495	Legal Description:	NCB 456 BLK 34 LOT 8
Geographic ID:	00456-034-0080	Agent Code:	
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	929 AVENUE B SAN ANTONIO, TX 78215	Mapsco:	617A3
Neighborhood:	NBHD code10081	Map ID:	
Neighborhood CD:	10081		

Owner

Name:	WALDEN DAVID & KATHY	Owner ID:	2558007
Mailing Address:	11411 SPRING MONT ST SAN ANTONIO, TX 78249-2956	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Land Homesite Value:	+	N/A		
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Timber Market Valuation:	+	N/A		N/A
(=) Market Value:	=	N/A		
(–) Ag or Timber Use Value Reduction:	–	N/A		
(=) Appraised Value:	=	N/A		
(–) HS Cap:	–	N/A		
(=) Assessed Value:	=	N/A		

Taxing Jurisdiction

Owner: WALDEN DAVID & KATHY
% Ownership: 100.0000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A

08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA027	San Antonio TIF #27 River North	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

Improvement #1: Commercial State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	5969.0

Improvement #2: Commercial State Code: F1 Living Area: sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	221.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	IND	Industrial	0.1337	5826.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	$100	$87,390	0	87,490	$0	$87,490
2013	$100	$87,390	0	87,490	$0	$87,490
2012	$100	$87,390	0	87,490	$0	$87,490
2011	$100	$87,390	0	87,490	$0	$87,490
2010	$100	$87,390	0	87,490	$0	$87,490

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/23/2007	WD	Warranty Deed	WALDEN DAVID ELLIOTT	WALDEN DAVID & KATHY	12779	2094	20070073733
2	12/20/2005	WD	Warranty Deed	WALDEN BENTON T & DOROTHY M	WALDEN DAVID ELLIOTT	11879	1757	20060007706

2015 data current as of Mar 23 2015 12:40AM.
2014 and prior year data current as of Mar 22 2015 10:17PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.

EXHIBIT F

Thursday, August 27, 2015

sanantonio.gov

Report a Problem | Help

ICRIP Home | Search | Active SAWS Waivers Report | About To Expire Report

ICRIP ADMIN **Welcome Veronica**

ADMIN

Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
4/8/2015 12:14:21 PM	10/1/2015	Approved	8/27/2015 3:16:05 PM	✓ City SAWS Council Approved Special Expiration EDD Project ✓ CCHIP Project Other CCDO Project

Project details updated 8/27/2015 at the request of Veronica Gonzalez. SAWS fee waiver ($694,205.00)was approved for the Project and will be available oct. 1 -SE

Back To Home

SAWS

SAWS Waived Amount:

CITY

City Waived Amount: 110440

ICRIP Fee Waiver Form Information WaiverId For 1262.

City Status: ACTIVE
SAWS Status: NA

APPLICANT INFORMATION

Project Owner: 120 Ninth Street LLC
Developer Type: Other
Other Developer Type: Developer

APPLICANT POINT OF CONTACT

Project Role: Other
Other Project Role: Attorney
Name: Nina Prado
Title: Attorney
Company Name: Brown & Ortiz, P.C.
Applicant Address: 112 E. Pecan Street, Suite 1360
City: San Antonio
State: TX
Zip Code: 78205
Phone:
Fax:
Email:

PROJECT INFORMATION/DESCRIPTION

Project Address: 120 Ninth Street
City Council District: 1
Property/Parcel ID:
Acreage: approx. 2.274
Proposed Land Used of Project:

	Residential
Other Proposed Land Used of Project:	
Housing Units Created:	0
Project Description:	The Project is a $39,613,000.00 multi-family, five-story apartment community that will bring approximately 220 market-rate, rental housing units. The Project will be located in the CRAG Tier 3 and
Proposed Level of Investment:	$39,613,000.00
Project Start Date:	12/31/2015
Project Completion Date:	6/30/2017
Current Zoning of Project Site:	FBZ T6-2 RIO-2 AHOD
Applied for Other Incentive?:	Yes ◉ No
If so, what Dept(s)?:	
SAWS Sewer and Water Impact Fee?:	◉ Yes No
SAWS Amount:	$694,205.00 View Attachment
Request Submitted By:	Web User
Request Submitted Date:	4/8/2015 12:14:21 PM
Last Modified By:	135133
Last Modified Date:	8/27/2015 3:16:05 PM
Request Status:	Approved
Status Date:	8/27/2015 3:16:05 PM
Status Reason:	Project details updated 8/25/2015 at the request of Veronica Gonzalez. SAWS fee waiver was approved for the Project and will be available oct. 1 -SE
SAWS Waived Amt:	
SAWS Waived Date:	
SAWS Who Waived:	
City Waived Amt:	$110,440.00
City Who Waived:	135133
City Waived Date:	8/26/2015 10:18:39 AM
Council Approved:	No
Est. Claim Date:	10/1/2015
City Approved:	Yes
SAWS Approved:	No
City Expiration Date:	4/7/2016
SAWS Expiration Date:	
Special Expiration:	No
EDD Project:	No
CCHIP Project:	Yes
Other CCDO Project:	No

Copyright © 2012 City of San Antonio

ADA Compliance | Telecommuting
Public Information/Open Records | Privacy Policy and Disclaimer