FIRST AMENDMENT TO THE CENTER CITY HOUSING INCENTIVE POLICY (CCHIP) AGREEMENT

BETWEEN THE CITY OF SAN ANTONIO AND SCHUEPBACH PROPERTIES

This First Amendment to the Center City Housing Incentive Policy (CCHIP) Agreement (this "FIRST AMENDMENT") is entered into by and between the City of San Antonio ("CITY"), a municipal corporation governed by the laws of the State of Texas and SCHUEPBACH PROPERTIES, LLC ("Developer"). Together, CITY and Developer may be referred to, herein, as "the Parties."

RECITALS

A. CITY and Developer entered into that certain CCHIP Agreement (the "Agreement") authorized under the City's CCHIP Policy and executed on June 15, 2015 and attached hereto as Attachment I.

B. Prior to this FIRST AMENDMENT, the Agreement was in full effect and Developer was in compliance with all terms and conditions.

C. The Parties, now seek to amend the terms and conditions of the Agreement as stated in this First Amendment and affirm that all other provisions of the Agreement remain in full force and effect.

AMENDMENT

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

1. Definitions. All capitalized terms used in this FIRST AMENDMENT without definition herein shall have the meanings assigned to such terms in the Agreement.

2. Amendment. The Parties hereby mutually agree to amend the Agreement as follows:

   (A) The first, second and seventh recitals shall be deleted and replaced with the following:

   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 NINETY-FOUR (294) rental housing units, structured parking, 14,208 square feet of commercial retail space, and 10,149 square feet of commercial office space to be located at 1334 S. Flores and 205 E Cevallos Street, San Antonio, TX 78204 (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 FIFTY-THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS AND 0 CENTS ($53,700,000.00) in real property improvements, including land acquisition costs, within the boundaries of the TIRZ AND City Council District 5; and*

***WHEREAS**, the Board of Directors of the TIRZ, by resolution dated March 26, 2013, 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**:*

(B) Article III, Section A(1) and (2) shall be deleted and replaced with the following:

A. The Project.

*1. Investment. DEVELOPER shall invest approximately FIFTY-THREE MILLION SEVEN HUNDRED THOUSAND DOLLARS AND 0 CENTS ($53,700,000.00) (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 NINETY-FOUR (294) rental multifamily units, structured parking, 14,208 square feet of commercial retail space, and 10,149 square feet of commercial office space located at the Project Site (the "Project"). The Minimum Investment shall include, but not be limited to, expenditures in: land acquisition; design; building construction costs; engineering; 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 August 1, 2018 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than December 28, 2020 (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.

(C) Article IV, paragraph II, shall be deleted and replaced with the following:

Economic Development Program Incentives. CITY and TIRZ are providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, FOUR MILLION SIX HUNDRED FORTY-SIX THOUSAND FOUR

HUNDRED SIXTY-SEVEN DOLLARS AND 0 CENTS ($4,646,467.00), as summarized in the attached CCHIP Agreement Term Sheet, ***Exhibit D.***

(D) Article IV, Section A, shall be deleted and replaced with the following:

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 fifteen (15) consecutive tax years throughout the remainder of the Term of this Agreement, CITY and TIRZ shall provide DEVELOPER, no later than forty-five (45) business days 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 EIGHT HUNDRED NINETY-FOUR THOUSAND FIFTY THREE DOLLARS AND 0 CENTS ($3,894,053.00).

(E) Article IV, Section B, shall be deleted and replaced with the following:

B. Economic Development Program Loan. CITY is providing DEVELOPER with a Chapter 380 Economic Development Inner City Incentive Program Loan in a cumulative amount not to exceed THREE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS AND 0 CENTS ($385,650.00) (the "Incentive Loan Funds"). The loan will consist of both forgivable and non-forgivable loan funds. The purpose of the Incentive Loan Funds is to provide an economic incentive to undertake and complete the Project, as defined in the CCHIP. The funds made available to DEVELOPER through this Agreement are made solely from lawfully available funds that have been appropriated by CITY. DEVELOPER understands that any disbursement of the Incentive Loan Funds is contingent upon CITY'S availability of funds at the time of disbursement.

1. Disbursement. The Forgivable Loan of THREE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS AND 0 CENTS ($385,650.00) shall be disbursed to DEVELOPER no later than sixty (60) days following project completion, as defined in Article III (A)(2) or as needed for tenant finish-out improvements, and upon written request from DEVELOPER to disburse the funds.

2. Use. The Incentive Loan Funds shall be used exclusively for the purpose of undertaking and completing the Project at the Project Site.

3. Loan Forgiveness. In accordance with the City's CCHIP policy, the City is making THREE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS AND 0 CENTS ($385,650.00) of the Incentive Loan Funds interest-free and forgivable so long as such funds are used for commercial tenant finish-out improvements in an amount

equal to TEN DOLLARS AND 0 CENTS ($10.00) per square foot of commercial office space developed at the project site and TWENTY DOLLARS AND 0 CENTS ($20.00) per square foot of commercial retail space developed at the project site. TWENTY-PERCENT (20%) of the Forgivable Incentive Loan Funds shall be forgiven annually over a 5-year period provided that documentation is provided to the City indicating that 14,208 square feet of commercial retail space and 10,149 of commercial office space at the Project Site has been developed and leased for at least 80% of the 5-year term and that the tenant of the space has used the funding for finish-out improvements. Any amount not qualified for forgiveness under this section shall be due and payable to CITY on or before the fifth anniversary of the date of the disbursement of Forgivable Loan funds to DEVELOPER (the "Forgivable Loan Maturity Date").

4. Acceleration of Loan Repayment. Should DEVELOPER, in the sole discretion of City, breach a material term of this Agreement and not cure after given a reasonable opportunity to do so and CITY terminates the Agreement in accordance with Article VIII, then, as of the date of termination of the Agreement, the entire remaining principal balance and Accrued Interest of all Incentive Loan Funds shall be due and payable to CITY no later than sixty (60) days following CITY's Notice of Termination to DEVELOPER.

(F) Article IV, Section C, shall be deleted and replaced with the following:

C. Fee Waivers. CITY is providing DEVELOPER with Fee Waivers in the cumulative amount of THREE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS AND 0 CENTS ($366,764.00). The cumulative amount represents both City fee waivers in the amount of ONE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS AND 0 CENTS ($148,892.00) and SAWS fee waivers in the amount of TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED AND SEVENTY-TWO DOLLARS AND 0 CENTS ($217,872.00). 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.***

(G) Exhibits A, C, D, E & F are deleted in their entirety and replaced with Exhibits labeled 2A, 2C, 2D, 2E & 2F attached to this FIRST AMENDMENT.

3. Effective Date. This First Amendment shall be effective upon execution of this FIRST AMENDMENT by all Parties.

4. No Other Changes. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement shall continue in full force and

effect and with this First Amendment shall be read and construed as one instrument.

5. Choice of Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.

6. Counterparts. This First Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this First Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

WITNESS HEREOF, the parties hereto have executed in triplicate originals this First Amendment on the 12 day of December 2016.

CITY OF SAN ANTONIO
a municipal corporation

Lori Houston
Assistant City Manager

SCHUEPBACH PROPERTIES, LLC

Name: James Schuepbach
Title: Manager

APPROVED AS TO FORM:

City Attorney

Westside Tax Increment Reinvestment Zone #30

Name:
Board Chairperson

Attachment I
Original CCHIP Agreement

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 Westside Tax Increment Reinvestment Zone #30 (the "TIRZ"), acting by and through its Board of Directors and Schuepbach Properties, 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 EIGHTY-NINE (89) rental housing units to be located at 1334 S. Flores, San Antonio, TX 78204 (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 ELEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND 0 CENTS ($11,500,000.00) in real property improvements, less land acquisition costs, within the boundaries of the TIRZ AND City Council District 5; 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 ELEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND 0 CENTS ($11,500,000.00) (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 eighty-nine (89) rental housing units 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 February 1, 2016 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than January 1, 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 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, ONE MILLION SIXTY-TWO THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS AND 0 CENTS ($1,062,599.00), 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 fifteen (15) consecutive tax years throughout the remainder of the Term of this Agreement, CITY and TIRZ shall provide DEVELOPER, no later than forty-five (45) business days 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, EIGHT HUNDRED TEN THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND 0 CENTS ($810,425.00).

(a) The amount of the annual grant (the "Annual Incremental Property Tax Reimbursement") shall be equal to 90% 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 TWO HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED AND SEVENTY-FOUR DOLLARS AND 0 CENTS ($252,174.00). The cumulative amount represents both City fee waivers in the amount of THIRTY-FOUR THOUSAND THREE HUNDRED AND TWO DOLLARS AND 0 CENTS ($34,302.00) and SAWS fee waivers in the amount of TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED AND SEVENTY-TWO DOLLARS AND 0 CENTS

($217,872.00). 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 Street San Antonio, TX 78204
If intended for DEVELOPER, to:	Schuepbach Properties, LLC 549 Heimer Road, Suite 100 San Antonio, TX 78232

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

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of June 15 **, 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

Carlos J. Contreras, III
Assistant City Manager

DEVELOPER:
SCHUEPBACH PROPERTIES, LLC

James H. Schuepbach
Owner/Manager

APPROVED AS TO FORM:

CITY ATTORNEY

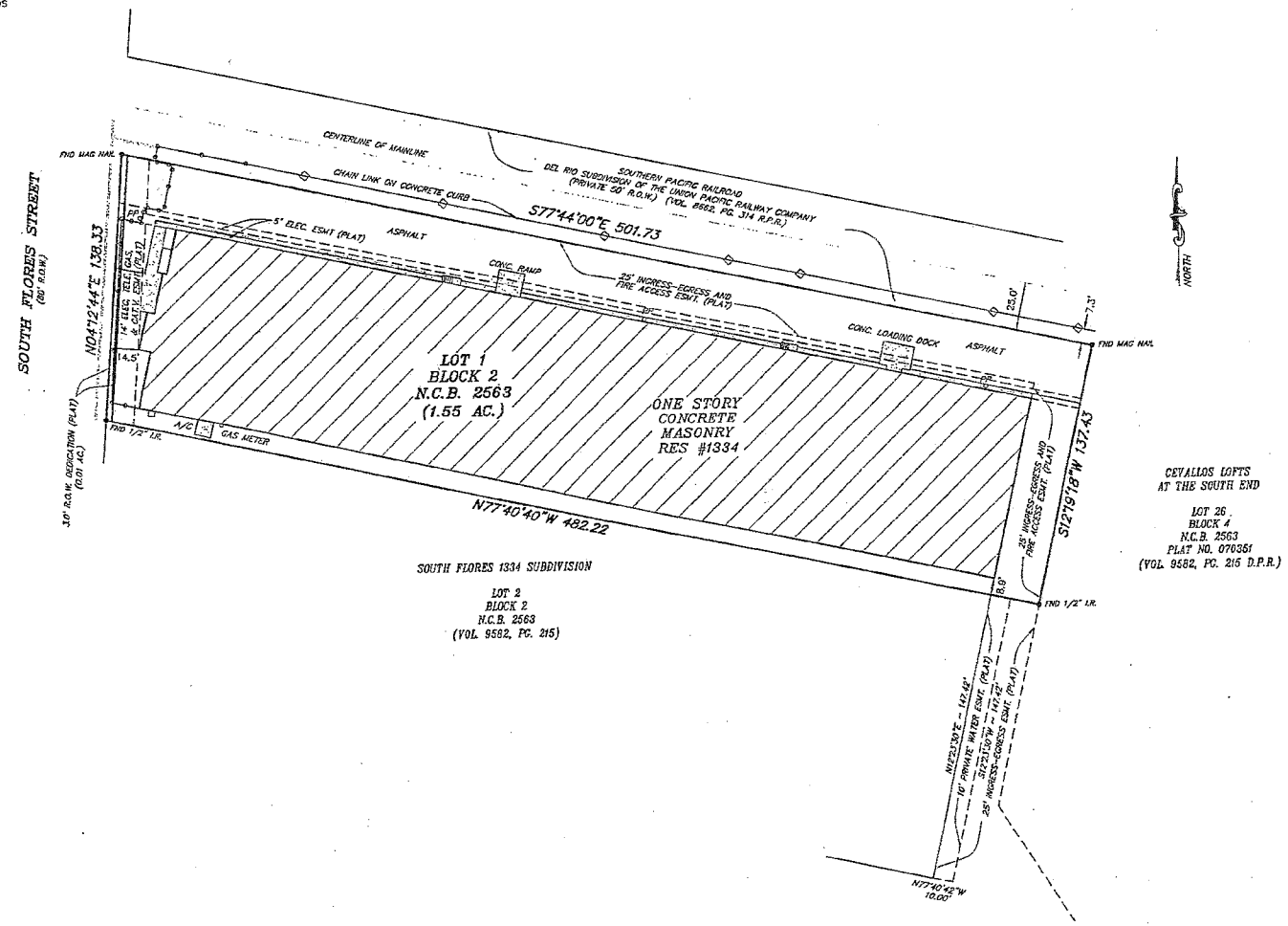
WESTSIDE TAX INCREMENT REINVESTMENT ZONE #30:

Name:
BOARD CHAIRPERSON

SUBJECT TO RESTRICTIVE COVENANTS AND / OR EASEMENTS RECORDED IN:

VOL. 3907	PAGE 384	DEED	RECORDS
VOL. 3907	PAGE 386	DEED	RECORDS
VOL. 4165	PAGE 207	DEED	RECORDS
VOL. 1282	PAGE 552	DEED	RECORDS
VOL. 6711	PAGE 10	REAL PROPERTY	RECORDS
VOL. 8662	PAGE 314	REAL PROPERTY	RECORDS
VOL. 11101	PAGE 475	REAL PROPERTY	RECORDS

BEXAR COUNTY, TEXAS



BASIS OF BEARING IS RECORDED PLAT AS FOUND MONUMENTED ON THE GROUND

DATE OF SURVEY: 7/28/09 COMPUTED BY: KCK DRAWN BY: KCK CHECKED BY: GER

GE Reaves Engineering, Inc.
P.O. BOX 791793
SAN ANTONIO, TEXAS 78279-1793
210 490-4506 · FAX: 210 490-4812

STATE OF TEXAS REGISTERED GAYLORD E. REAVES 3501 PROFESSIONAL LAND SURVEYOR

7/30/09

Registered Professional Land Surveyor

To Renholder and/or landowner STEWART TITLE

I, Gaylord E. Reaves, a Registered Land Surveyor in the State of Texas, do hereby certify that the above plat is true and correct according to an actual survey made on the ground, under my supervision. I further certify that all easements and right-of-ways of which I have been advised are shown hereon and that, except as shown hereon, there are no apparent encroachments, overlapping of improvements or conflicts in the boundary lines, and no obvious physical evidence of easements or right-of-ways by use as of the date of the field survey. This certification is made and limited to those persons or entities shown on the face of this survey and is non-transferable.

Lot(s) 1 Block 2 N.C.B. 2563 Scale 1"=40'

Addition or Subdivision RIVER CITY FELLOWSHIP

Volume 9575 Page 137 of the DEED & PLAT records of BEXAR County, Texas.

Owner SCHUEPBACH PROPERTIES, LLC, OR ASSIGNED

Address: 1334 SOUTH FLORES GF No. 55137

JOB NO. 31088A

Revision Date	Scope/Description	Revision Number

THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY

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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.

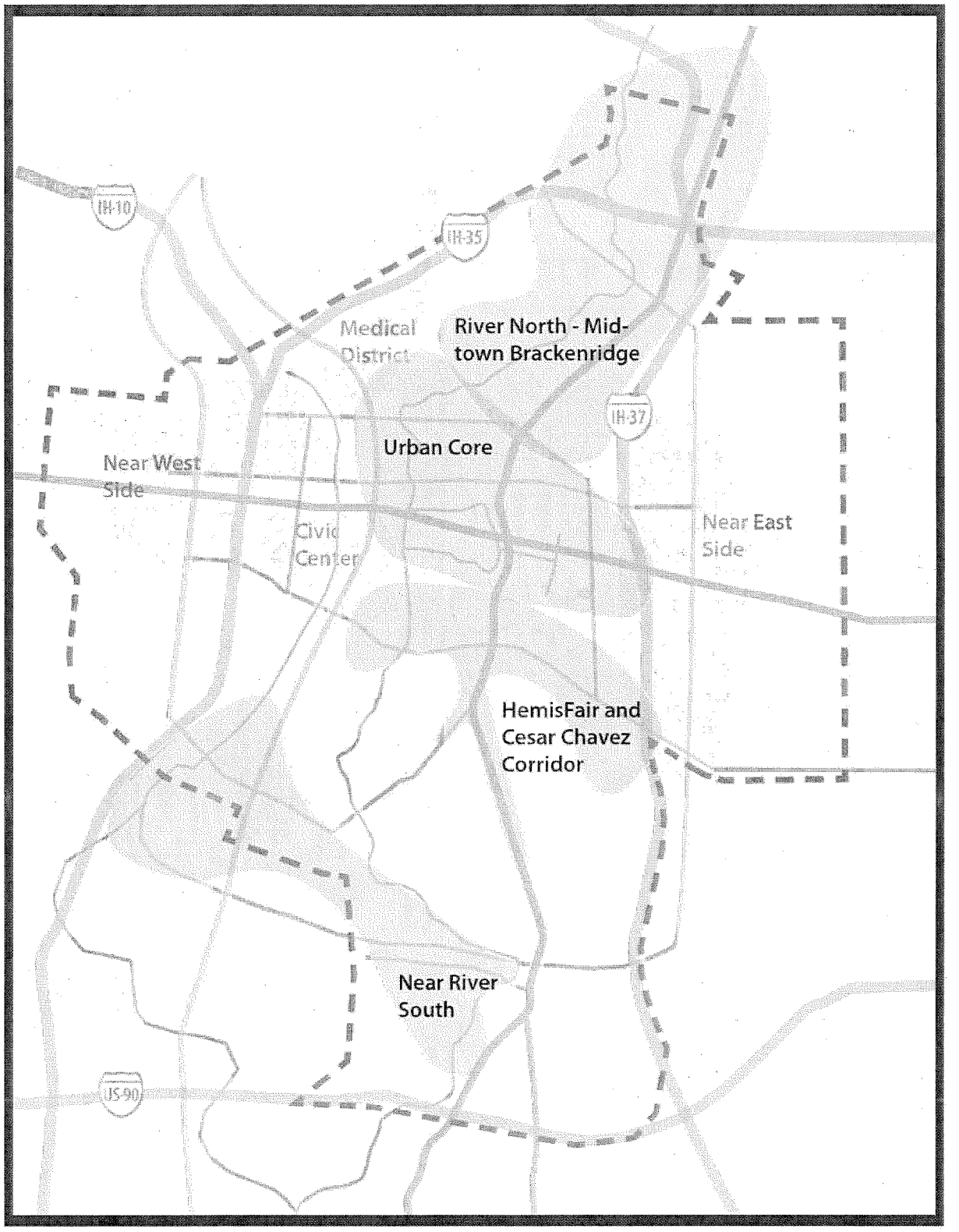
Community Revitalization Action Group (CRAG) Area
(Original 36 Sq. Mi.)

City of San Antonio

0 0.25 0.5 0.75 1 Miles

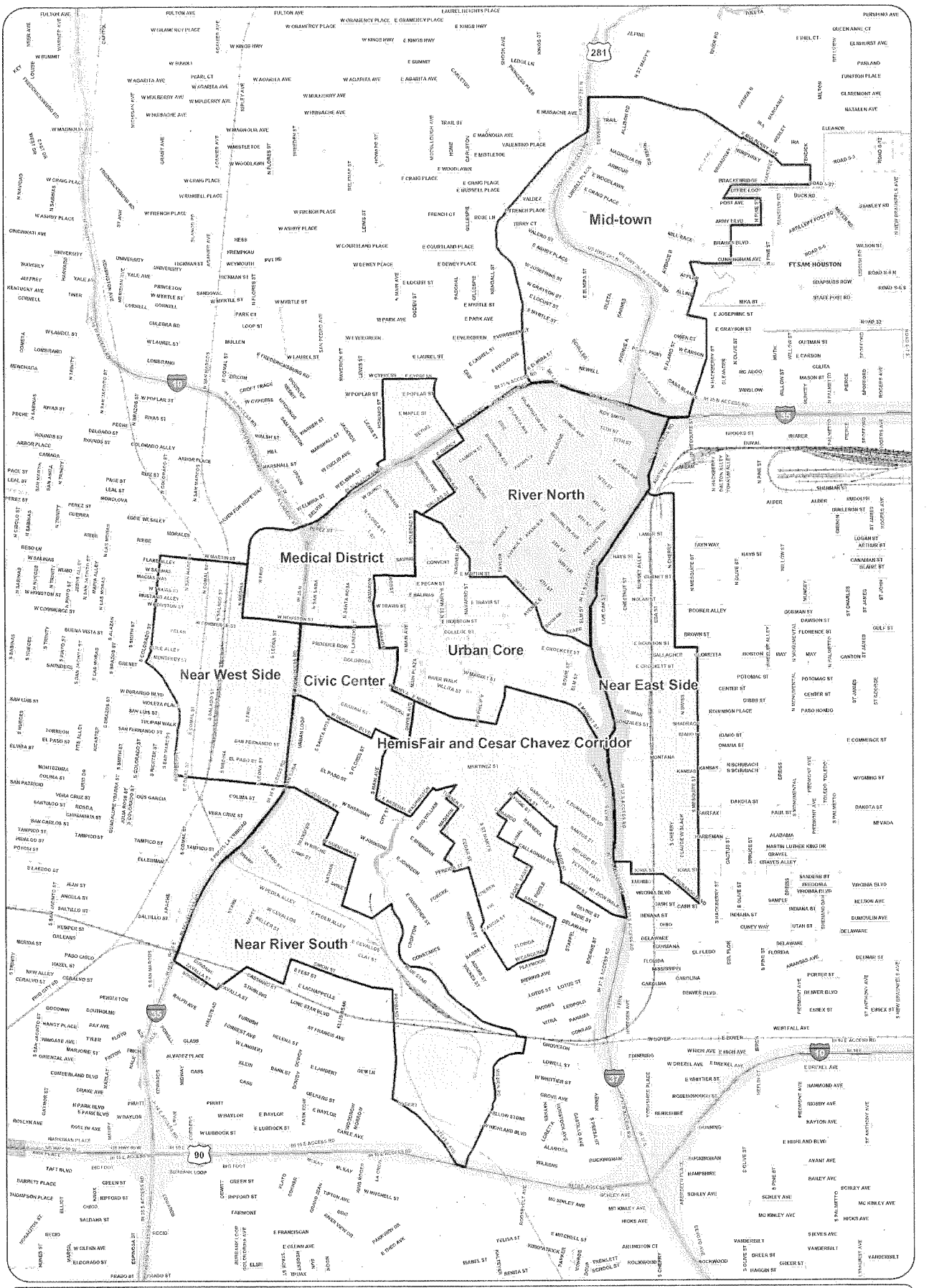
City of San Antonio
Planning and Development Services Department
Development and Business Services Center
1901 S. Alamo
San Antonio, TX 78204

EXHIBIT B



DOWNTOWN STRATEGIC FRAMEWORK PLAN
TARGET GROWTH AREAS

EXHIBIT C



Tier 1 Tier 2 Tier 3 Tier 4

City of San Antonio

Target Growth Areas and Incentive Tiers

0 800 1,600 Feet

City of San Antonio

Street Boundaries for Housing Growth Areas

Tier 1

Urban Core
The area bounded by Navarro St. from Soledad St., southeast to E. Martin St. continuing southeast along 3rd St. to Bonham St., east along Houston St. to IH 37 / US Hwy 281, south to E. Market St., north and west along E. Market St. to S. Alamo St., south to E. Nueva St., west to S. Flores St., north to Commerce St., west to Camaron St., north to W. Martin St., east to Soledad St., and north to Navarro St.

Tier 2

Medical District
The area bounded by W. Cypress St. from Howard St., east to McCullough Ave., south to E. Quincy St., west to Lexington Ave., south to Dallas St., west to Navarro St., north to Soledad St., south to Martin St., west to Camaron St., south to W. Houston, west to N. Medina St., north to N. Frio St continuing as Perez St. to the IH 10 / IH 35 Junction, northeast along IH 35 to San Pedro Ave., north to W. Elmira St., east to Howard St., and north to W. Cypress St.

Near West Side
The area bounded by W. Martin St. from N. Colorado St., east to N. Medina St., south to W. Houston St., east to IH10 / IH35, south to Guadalupe St., west to Alazan Creek, north and west to S. Colorado St., and north to W. Martin St.

Civic Center
The area bounded by IH10 / IH35 from W. Houston St., east to Camaron St., south to W. Commerce St., east to N. Flores St., south to W. Nueva St., east to Dwyer Ave., south to Old Guilbeau St., west to S. Flores St., south to Cesar Chavez Blvd., west to IH10 / IH35, and north to W. Houston St.

Near East Side
The area bounded by N. Cherry St. from Sherman St., south to Nolan St., east to N. Mesquite St., south to E. Durango Blvd., west to Iowa St., west to Hoefgen Ave., north to Parsons, west along Parsons to IH37 / US Hwy 281, north along IH37 / US Hwy 281 to E. Jones Ave., east across Austin St. and the Union Pacific Railroad tracks to Sherman St., and east to N. Cherry St.

Hemisfair and Cesar Chavez Corridor
The area bounded by E. Nueva St. from Dwyer Ave., east to S. Alamo St., north to E. Market St., east to IH37 / US Hwy 281, south to Leigh St., west along Leigh St. to Labor St., north to Lavaca St., west to Matagorda St., southwest to Camargo St., east to San Arturo St., south to Callaghan Ave., east to Canal St., south to Leigh St., east to Eager St., south to Sadie St., east to Labor St., south to Carolina St., west to Cedar St., north to Pereida St., west to Mission St., north to S. Alamo St., east to Beauregard St., west to Madison St., northeast to Turner St., west to King William St., north to Washington St., southwest along Washington St. to Turner St., west to Washington St., southwest to E. Arsenal St., west to S. Main Ave., north to Old Guilbeau St., east to Dwyer Ave., and north to E. Nueva St.

Near River South
The area bounded by Guadalupe St. from IH10 / IH35, east to S. Flores St., south to W. Guenther St., east to S. Main Ave., south to S. Alamo St., east then north along S. Alamo St. to the San Antonio River, southeast along the San Antonio River to the Union Pacific Railroad, east to S. St. Mary's St., south to Mission Rd., west and south along Mission Rd. to IH10 / US Hwy 90, west to Steves Ave., north to Probandt St., north to Simon St., west to S. Flores St., south to W. LaChapelle St., west to Nogalitos St., south to W. Zavalla St., west to IH10 / IH35, and north and east along IH10 / IH35 to Guadalupe St.

Tier 3

River North
The area bounded by IH 35 N from McCullough Ave, north and east to the US Hwy 281 Junction, south along US Hwy 281 to E. Houston St., west to 3rd St., north and west along 3rd St. continuing west as Martin St. to Navarro St., north and west to Dallas St., east to Lexington Ave., north to E. Quincy St., east to McCullough Ave., and north to IH 35 N.

Tier 4

Midtown
The area bounded by E. Mulberry Ave from US HWY 281, east to Tendick St., south to Brackenridge Ave., west to the eastern boundary of parcel 1079569, south to the northern boundary of parcel 148441, east along the northern boundaries of parcels 148442 – 148453 to N. Pine St, south to Army Blvd, west to Haywood Ave., south to Cunningham Ave, west to Broadway, south along N. Alamo St to E. Josephine St, south along Austin St. to IH 35, west to N. St. Mary's St., north and east to US Hwy 281, and west and north along US Hwy 281 to E. Mulberry Ave.

Center City Housing Incentive Policy (CCHIP) Scoring Matrix

Minimum eligibility: Project must be located in the CRAG and create at least two housing units (1) on a single lot or (2) at a density of 16 units per acre. See table below for additional eligibility requirements.

Incentive	Description	Other Eligibility Requirements	Incentive Terms		
Fee Waivers	Waiver of City of San Antonio fees and SAWS impact fees	None	Waiver of eligible City fees and 100% of SAWS water and sewer impact fees		
Tax Reimbursement Grant*	Annual rebate to developer of taxes paid to the City on the improved value of the property. Rebate percentage based on TIRZ participation.**	None	Located in CRAG only		10 years
			Located in Incentive Tier		15 years
			Brownfield or Adaptive Reuse project located in the CRAG		15 years
ICIF Loan	Low interest, 7-year loan calculated per housing unit.***	Located in an Incentive Tier AND classified in at least one project category****	Incentive Tier	One Category	Two or More Categories
			Tier 1	$3,000	$6,000
			Tier 2	$1,500	$3,000
			Tier 3	$1,000	$2,000
			Tier 4	$500	$1,000
ICIF Loan Bonus	Low interest, 7-year loan calculated per housing unit.	Located in an Incentive Tier AND includes structured parking AND/OR includes low impact development features	Includes structured parking		$1,000
			Includes low impact development		$500
Mixed-Use Forgiveable Loan	0%, 5-year forgiveable loan for tenant finish-out improvements.*****	Located in an Incentive Tier AND includes retail and/or commercial office space on first floor.	Includes retail space		$20 per square foot
			Includes commercial office space		$10 per square foot

* Historic Exemption Tax Credit, if applicable, to be applied in parallel - no taxes in years 1-5, 50% taxes in years 6-10. Tax Reimbursement Grant will rebate any payment made over the base during years 1-15, as applicable based on project location. Project must maintain first year rental rate for 10% of units throughout grant term.

** Projects not located in a TIRZ would receive a rebate of 66% of the taxes paid to the City. TIRZ projects would be rebated based on participation level of the TIRZ.

*** Loan rate is fixed equal to the one year LIBOR rate plus 75 basis points, with interest compounding annually.

**** Project Categories: Mixed Income, Community Use, Adaptive Reuse, Brownfield Redevelopment, Historic Rehabilitation, High-rise Residential Development, Student Housing, Transit-oriented Development within 1/4 mile of the West Side Multi-modal Center or Robert Thompson Transit Center.

***** Forgiveable over 5 years at 20% per year. Loan proceeds must pass-through to tenant and space must remain leased for at least 80% of the term.

02072013

CITY OF SAN ANTONIO
CENTER CITY
DEVELOPMENT OFFICE

Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: James H Schuepbach Title: Owner/Manager

Company: Schuepbach Properties, LLC

Project Role: Developer

Address, City, ST, ZIP: 549 Heimer Road, Suite 100, San Antonio, TX 78232

Phone: (281) 222-2932 Fax: _____ Email: James@axiomrea.com

Project Information

Project Owner / Developer: Schuepbach Properties, LLC

Other Associated Entities and Roles: _____

Project Name: 1334 S. Flores Apartments

Project Site Address: 1334 S. Flores, San Antonio, Texas 78204

Start Date: 07/2015 Completion Date: 05/2016

Cost of public improvements: $_____

Estimated total project cost: $11,500,000.00 (including public improvements)

Housing units created: 89 ☒ Rentals ☐ For Sale

Housing units per acre: 57.4

Target rental price per square foot: $1.85 / Target sales price per square foot: $_____

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

Estimated number of new jobs to be created, if any: 5

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: None

Project Categories

- [ ] Historic Rehabilitation
- [x] 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
- [ ] Structured Parking
- [ ] Mixed Use (at minimum: first floor retail/office)

Site Information

City Council District #: 5 Current Zoning: I1 & I2

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

Property ID#: 1098992 Acreage: 1.55

Current Value: Land: $475,330.00 Improvements: $412,590.00

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: $217,872.00 (must obtain written estimate from SAWS)

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

APARTMENT COMPLEX DEVELOPMENT

1334 S. FLORES, SAN ANTONIO, TEXAS 78204

DEVELOPMENT PROJECT BY

SCHUEPBACH PROPERTIES, LLC

(Design Concept - Not Actual)

City of San Antonio
Center City Development Office
P.O. Box 839966
San Antonio, Texas 78283
Attn: Aurora Perkins

Dear Ms. Perkins,

Schuepbach Properties, LLC is currently working on the plans to develop an 89-unit apartment complex located at 1334 S. Flores Street, San Antonio, Texas 78204. The property is located near the intersection of S. Alamo Street & S. Flores Street, approximately 1 mile south of downtown San Antonio. The property is located in CRAG and Tier 2: Near River South of the City of San Antonio target growth area and incentive tiers.

The site consists of 1.55 acres of land. The plans are to build a Class-A four-story apartment complex with 89 units. The property will have grade level parking with a concrete/steel parking structure and three levels of housing units above the parking structure. The apartments will have a combination of 1bed/1bath units and 2bed/2bath units. Each unit will have high-end finishes for the kitchen, bathrooms, and individual washer/dryers. The building will have a roof top terrace with a pool, lounging area, and landscaping amenities. The development team is working to incorporate Low Impact Development features such as rain gardens, pervious pavement, and vegetation to help filter storm water collection. The preliminary construction budget has the cost for the improvements at approximately $11,500,000. The project is expected to start construction in July 2015 and be completed in May 2016.

With the help of the city development experts and planning professionals, the planned development will incorporate the newest design features and most up to date safety materials. Schuepbach Properties is excited about the growth of the Downtown submarket and the planned development will add another high-quality apartment complex to the urban core.

We look forward to working with the Center City Development Office on this project. Please feel free to call or email me with any additional questions.

Thank you

James H. Schuepbach
Owner/Manager
Schuepbach Properties, LLC
549 Heimer Road, Suite 100
San Antonio, Texas 78232
(281) 222-2932 (cell)
James@axiomrea.com

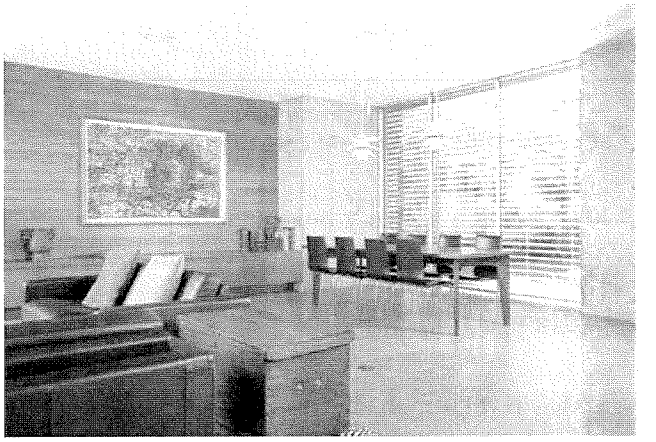
Corporate Information:

Schuepbach Properties, LLC is a San Antonio based real estate company that owns and manages several commercial real estate properties.

John W. Schuepbach has been in the construction and steel industry for over 40 years. He owned and operated Trans-Tex Fabricating, Inc. a San Antonio company for over 20 years. Trans-Tex provided the steel and construction materials for dozens of H.E.B. grocery stores located all over South Texas.

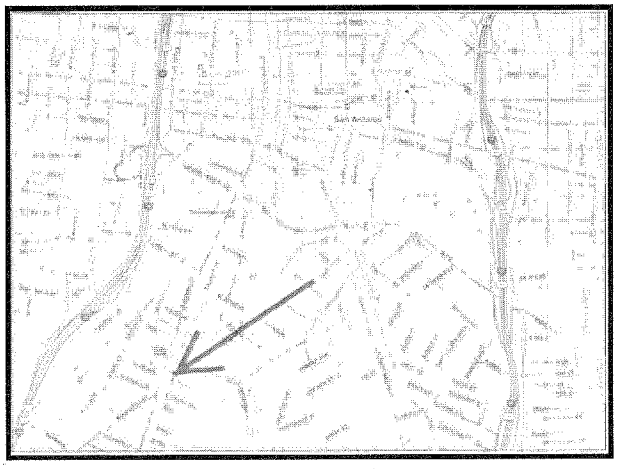
James H. Schupebach has been in the commercial real estate industry for over 10 years. He owns and operates a real estate company named Axiom Real Estate Advisors which provides valuation analysis to institutional corporations, helps clients buy and sell commercial real estate, owns and manages several commercial properties, and has developed several ground-up commercial properties.

Exterior Concept Design – Not Actual

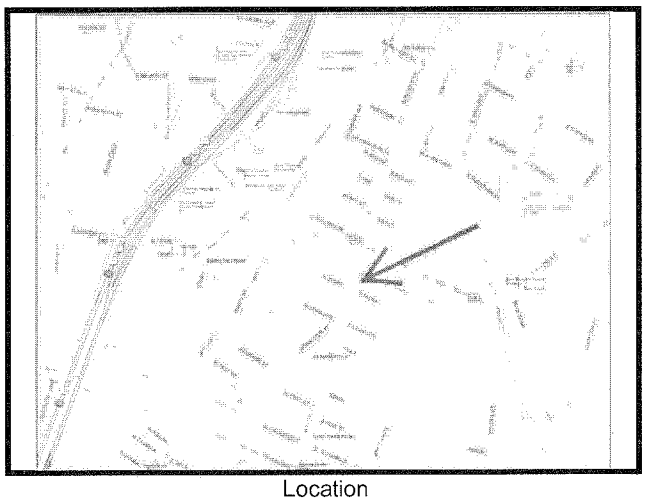


Interior Concept Design – Not Actual

Roof-top Terrace Concept Design – Not Actual

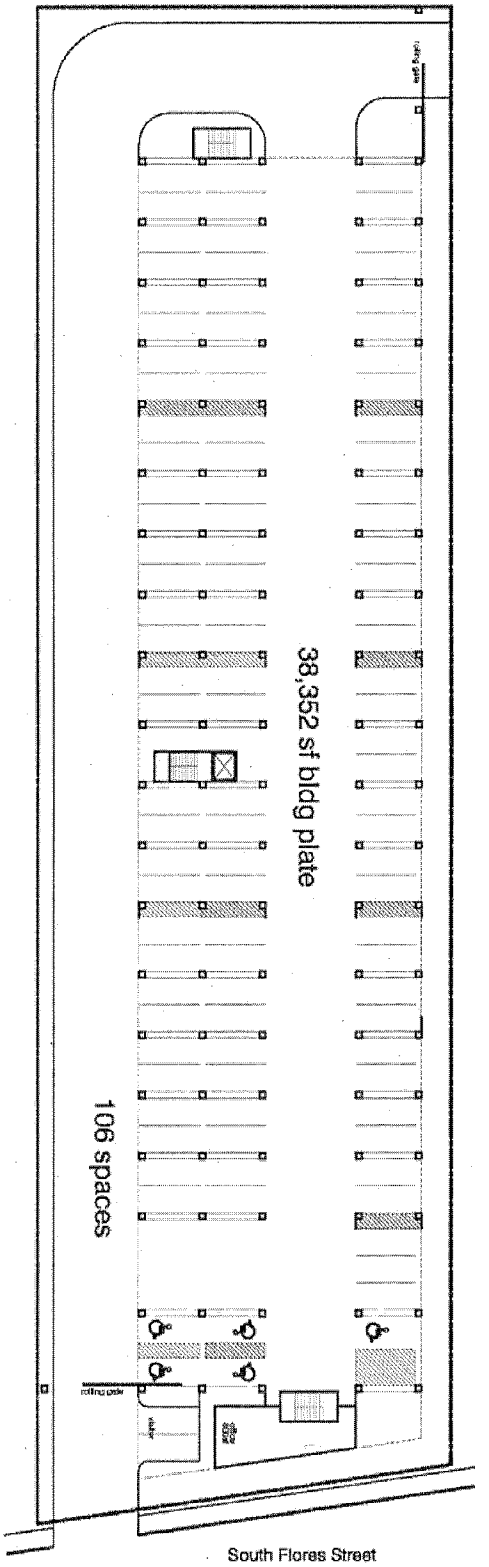


Location



Location

Site Plan



	Apartments	Parking
1 Bedroom	72	72
2 Bedroom	17	34
Total	89	106

Level 2 rentable	29,736 sf
Level 3 rentable	25,956 sf
Level 4 rentable	20,202 sf
Total	75,894 sf

Scheme 1
Parking Garage
South Flores Apartments

PROJECT PRO-FORMA

1334 S. Flores

UNIT MIX

Year 1 Pricing

Type	# of Units	% of Total	Size	Gross SF	Rent	$/SF/Mo	Monthly Rent
A1 - 1/1	55	62%	756	41,580	$ 1,400	1.85	$ 77,000
A2 - 1/1.5	17	19%	966	16,422	$ 1,790	1.85	$ 30,430
B1 - 2/2	14	16%	1,008	14,112	$ 1,850	1.84	$ 25,900
B2 - 2/2	3	3%	1,260	3,780	$ 2,300	1.83	$ 6,900
Totals	**89**	**100%**	**853**	**75,894**	**$ 1,576**	**1.85**	**$ 140,230**

Year 2 Pricing 3.0% Increase

Type	# of Units	% of Total	Size	Gross SF	Rent	$/SF/Mo	Monthly Rent
A1 - 1/1	55	62%	756	41,580	$ 1,442	1.91	$ 79,310
A2 - 1/1.5	17	19%	966	16,422	$ 1,844	1.91	$ 31,342.90
B1 - 2/2	14	16%	1,008	14,112	$ 1,906	1.89	$ 26,677
B2 - 2/2	3	3%	1,260	3,780	$ 2,369	1.88	$ 7,107
Totals	**89**	**100%**	**853**	**75,894**	**$ 1,623**	**1.90**	**$ 144,437**

Year 3/Stabilized Pricing 3.0% Increase

Type	# of Units	% of Total	Size	Gross SF	Rent	$/SF/Mo	Monthly Rent
A1 - 1/1	55	62%	756	41,580	$ 1,485	1.96	$ 81,689
A2 - 1/1.5	17	19%	966	16,422	$ 1,899	1.97	$ 32,283
B1 - 2/2	14	16%	1,008	14,112	$ 1,963	1.95	$ 27,477
B2 - 2/2	3	3%	1,260	3,780	$ 2,440	1.94	$ 7,320
Totals	**89**	**100%**	**853**	**75,894**	**$ 1,672**	**1.96**	**$ 148,770**

1334 S. Flores

YEAR 1 OPERATING BUDGET - SUMMARY

			Per Unit
Potential Gross Income			
Gross Potential Revenue		1,682,760	18,907
Vacancy Loss	-4.0%	(67,984)	(763.86)
Collection Loss	-1.0%	(16,828)	(189.07)
Loss to Lease	-1.0%	(16,828)	(189.07)
Other Income	1%	16,828	189
RUBS Income (% of total Utilities)	75%	43,388	487.50
Effective Gross Income		**1,641,336**	**18,442**
Expenses			
Management Fees	4.00%	65,653	738
Administrative/Office		17,800	200
Payroll		115,700	1,300
Utilities		57,850	650
Repairs and Maintenance		53,400	600
Leasing and Marketing		26,700	300
Property Taxes		314,655	3,535
Insurance		31,150	350
Margin Tax & Misc		11,125	125
Total Expenses	42.3%	**694,034**	**7,798**
Replacement Reserves		13,350	150
Net Operating Income		**933,953**	**10,494**

1334 S. Flores

CONSTRUCTION BUDGET

SOURCES

Developer Equity	100.0%	3,876,486	Number of Units	89
Investor(s) Equity	0.0%	-	NRSF	75,894
Construction Loan	75.0%	11,629,459		
TOTAL SOURCES		15,505,945		

USES		$$	Per Unit	Per Sq. Ft.	
Land Cost		4,000,000	44,944	52.71	25.8%
Soft Costs					
Architectural/Engineering		200,000	2,247	2.64	
Civil Engineering		30,000	337	0.40	
Geotechnical		5,000	56	0.07	
Environmental		5,000	56	0.07	
Inspections		20,000	225	0.26	
Other Consultants		20,000	225	0.26	
Legal (Development)		25,000	281	0.33	
Survey		5,000	56	0.07	
Insurance		5,000	56	0.07	
Permits & Fees		10,000	112	0.13	
Property Taxes		30,000	337	0.40	
Furnishing & Equipment		100,000	1,124	1.32	
Marketing		40,000	449	0.53	
Operating Reserve		150,000	1,685	1.98	
Travel & Entertainment		5,000	56	0.07	
Miscellaneous		10,000	112	0.13	
Appraisal		8,000	90	0.11	
Contingency		-	-	-	
Development Fee	3.0%	465,178	5,227	6.13	
Total Soft Costs		1,133,178	12,732	14.93	7.3%
Hard Costs					
General Apt. Construction Costs		7,968,870	89,538	105.00	
Demo of Existing Bldg		140,000			
Contingency	8.0%	637,510	7,163	8.40	
Site Supervision	3.0%	262,391	2,948	3.46	
Total Hard Costs		9,008,771	101,222	118.70	58.1%
Financing Costs					
Total Financing Costs		1,363,996	15,326	17.97	8.8%
Total Hard & Soft Costs (excluding Land)		11,505,945	129,280.28	151.61	
TOTAL USES / Costs (Hard, Soft, Land)		15,505,945	174,224	204.31	100%

SAWS Impact Fee Estimate

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

SERVICE COST ESTIMATE

Date December 11, 2014 **Applicant** Schuepeach Properties

Mailing Address

Phone No. (281) 222-2932 **Type of Business** 89 Apartment Units

Service Address 1334 S. Flores **Lot/Block/NCB #** 1/2/2563

Map No. 158-572 **ICL/OCL** ICL

Service Level PZ 3 **Plat #**

	Service 1	Service 2	Service 3
Size	Water	Sewer	
Water Impact Fees	$150,899.50		
Wastewater Impact Fees		$66,972.50	
(If Applicable)			
Service Line Fees			
Lateral Fees			
Additional Fees (Local Benefit, Pro-Rata, Fire Flow, etc.)			
	$150,899.50	**$66,972.50**	**$0.00**

Total Service Cost Estimate **$217,872.00**

Remarks: Water and sewer impact fees are based on 1/2 EDU per total number unit apartments. Water impact fees are $3,391.00 per EDU and Sewer impact fees are $1505.00 per EDU.

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.

Manuel G. Soto
Counter Services Division
Phone: (210) 233-2009

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT
& OPERATIONS DEPARTMENT

CCHIP Agreement Term Sheet

1334 S. Flores Apartments

Project Name and location: The 1334 S. Flores Apartments project is located at 1334 S. Flores within the CRAG, SA2020, Near River South Growth Area (Tier 2), Westside TIRZ and Council District 5.

Project Description: Construction of a market-rate apartment development comprised of 89 units for a total project cost of $11,500,000. The project is tentatively set to commence construction by February 1, 2016 and complete construction by January 1, 2017.

Project Developer and POC: James Schuepbach
(281)222-2932

Incentive Package per CCHIP	Amount	Program Fees
City Fee Waiver	34,302.00	100.00
SAWS Fee Waiver	217,872.00	100.00
15-year tax reimbursement grant - 90% participation in Westside TIRZ - 10% of units to maintain 1st year rental rate for grant term (plus inflation) - Excludes 2014 base value of $210,970 - Projected end value of $7,850,000	810,425.00	2,250.00
Construction Loan (no funding available) - Based on adaptive reuse and community use project in Tier 2 (89 units @ $1,500/unit)	0.00	0.00
TOTAL INCENTIVES AND PROGRAM FEES	**$1,062,599.00**	**$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.

Approvals:

6/25/15
Ramiro Gonzales, Program Manager Date

Clay Lewis 6/25/15
Erik "Clay" Lewis, Fiscal Analyst Date

Lori Houston, Director Date

Last saved on 6/25/2015

Bexar CAD

Property Search Results > 1098992 SCHUEPBACH PROPERTIES LLC for Year 2014

Property

Account

Property ID:	1098992	Legal Description:	NCB 2563 (RIVER CITY FELLOWSHIP SUBD), BLOCK 2 LOT 1
Geographic ID:	02563-002-0010	Agent Code:	
Type:	Real		
Property Use Code:	320		
Property Use Description:	STORAGE WAREHOUSE		

Location

Address:	1334 S FLORES ST SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	
Neighborhood CD:	10092		

Owner

Name:	SCHUEPBACH PROPERTIES LLC	Owner ID:	2639969
Mailing Address:	549 HEIMER RD STE 100 SAN ANTONIO, TX 78232-5111	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$412,590	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$475,330	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$887,920	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$887,920	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$887,920	

Taxing Jurisdiction

Owner: SCHUEPBACH PROPERTIES LLC
% Ownership: 100.0000000000%
Total Value: $887,920

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$887,920	$887,920	$272.41
08	SA RIVER AUTH	0.017500	$887,920	$887,920	$155.39

09	ALAMO COM COLLEGE	0.149150	$887,920	$887,920	$1,324.34
10	UNIV HEALTH SYSTEM	0.276235	$887,920	$887,920	$2,452.75
11	BEXAR COUNTY	0.283821	$887,920	$887,920	$2,520.10
21	CITY OF SAN ANTONIO	0.565690	$887,920	$887,920	$5,022.87
57	SAN ANTONIO ISD	1.382600	$887,920	$887,920	$12,276.38
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$887,920	$887,920	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$887,920	$887,920	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $24,024.24

Taxes w/o Exemptions: $24,024.23

Improvement / Building

All improvmets valued at income

Improvement #1: Commercial **State Code:** F1 **Living Area:** 45126.0 sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	C - F	CB	1950	31588.2
400	OFFICE	C - F	CB	1950	13537.8

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	1.5500	67518.00	0.00	0.00	$0	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	$607,500	$712,990	0	1,320,490	$0	$1,320,490
2014	$412,590	$475,330	0	887,920	$0	$887,920
2013	$410,120	$475,330	0	885,450	$0	$885,450
2012	$412,820	$472,630	0	885,450	$0	$885,450
2011	$320,640	$472,630	0	793,270	$0	$793,270
2010	$320,640	$472,630	0	793,270	$0	$793,270

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/9/2009	WD	Warranty Deed	RIVER CITY FELLOWSHIP	SCHUEPBACH PROPERTIES LLC	14215	1496	20090202221

2015 data current as of Jun 29 2015 1:05AM.
2014 and prior year data current as of Jun 20 2015 6:17AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Website version: 1.2.2.7

Database last updated on: 6/29/2015 1:05 AM

© N. Harris Computer Corporation

ICRIP ADMIN **Welcome Sarah**

ADMIN

Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
12/12/2014 10:18:52 AM	1/1/2015	Approved	6/25/2015 3:34:32 PM	☑ City ☑ SAWS ☐ Council Approved ☐ Special Expiration ☐ EDD Project ☑ CCHIP Project ☐ Other CCDO Project

Status/Notes

Waiver first approved for City fees only. After CCHIP agreement execution, waiver was updated on 6/25 to add the SAWS waiver.-SE

Save

Back To Home

SAWS

SAWS Waived Amount: Update

CITY

City Waived Amount: 34302 Update

ICRIP Fee Waiver Form Information WaiverId For 1140.

City Status: ACTIVE
SAWS Status: ACTIVE

APPLICANT INFORMATION

Project Owner: Schuepbach Properties, LLC
Developer Type: ForProfit
Other Developer Type:

APPLICANT POINT OF CONTACT

Project Role: Owner
Other Project Role:
Name: James H Schuepbach
Title: Owner/Manager
Company Name: Schuepbach Properties, LLC
Applicant Address: 549 Heimer Road, Suite 100
City: San Antonio
State: TX
Zip Code: 78232
Phone: (281) 222-2932
Fax:
Email: james@axiomrea.com

PROJECT INFORMATION/DESCRIPTION

Project Address: 1334 S. Flores, San Antonio, Texas 78204
City Council District: 5
Property/Parcel ID: 1098992

Acreage:	1.55
Proposed Land Used of Project:	Residential
Other Proposed Land Used of Project:	
Housing Units Created:	89
Project Description:	Redevelopment of an industrial property for use as a multi-family residential apartment complex which will consist of 89 new housing units.
Proposed Level of Investment:	$11,500,000.00
Project Start Date:	7/1/2015
Project Completion Date:	5/31/2016
Current Zoning of Project Site:	I1 & I2
Applied for Other Incentive?:	Yes No
If so, what Dept(s)?:	
SAWS Sewer and Water Impact Fee?:	Yes No
SAWS Amount:	$217,872.00 No attachment record was found.
Request Submitted By:	Web User
Request Submitted Date:	12/12/2014 10:18:52 AM
Last Modified By:	135133
Last Modified Date:	6/25/2015 3:34:32 PM
Request Status:	Approved
Status Date:	6/25/2015 3:34:32 PM
Status Reason:	Waiver first approved for City fees only. After CCHIP agreement execution, waiver was updated on 6/25 to add the SAWS waiver.-SE
SAWS Waived Amt:	
SAWS Waived Date:	
SAWS Who Waived:	
City Waived Amt:	$34,302.00
City Who Waived:	135133
City Waived Date:	6/25/2015 11:42:47 AM
Council Approved:	No
Est. Claim Date:	1/1/2015
City Approved:	Yes
SAWS Approved:	Yes
City Expiration Date:	1/1/2017
SAWS Expiration Date:	1/1/2017
Special Expiration:	No
EDD Project:	No
CCHIP Project:	Yes
Other CCDO Project:	No

Save

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

<u>Attachment II</u>
Amended Exhibits 2A, 2C, 2D, 2E & 2F

EXHIBIT 2A
Legal Description of Property

Bexar CAD

Property Search Results > 133361 NRP PROPERTIES LLC for Year 2014

Property

Account

Property ID:	133361	Legal Description:	NCB 2567 BLK 3 LOT 4-5- 6-17-18 & 19
Geographic ID:	02567-003-0040	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	098		
Property Use Description:	TRANSITIONAL USE		

Location

Address:	223 E CEVALLOS SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROPERTIES LLC	Owner ID:	2425980
Mailing Address:	5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$59,960	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$189,600	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$249,560	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$249,560	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$249,560	

Taxing Jurisdiction

Owner:	NRP PROPERTIES LLC
% Ownership:	100.0000000000%
Total Value:	$249,560

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$249,560	$249,560	$76.57
08	SA RIVER AUTH	0.017500	$249,560	$249,560	$43.67
09	ALAMO COM COLLEGE	0.149150	$249,560	$249,560	$372.22

10	UNIV HEALTH SYSTEM	0.276235	$249,560	$249,560	$689.37
11	BEXAR COUNTY	0.283821	$249,560	$249,560	$708.31
21	CITY OF SAN ANTONIO	0.565690	$249,560	$249,560	$1,411.74
57	SAN ANTONIO ISD	1.382600	$249,560	$249,560	$3,450.41
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$249,560	$249,560	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$249,560	$249,560	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $6,752.29
Taxes w/o Exemptions: $6,752.28

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** 3150.0 sqft **Value:** $39,260

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	S - F	ME	1972	3150.0

Improvement #2: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $1,010

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	1200.0

Improvement #3: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $5,390

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - F		0	800.0

Improvement #4: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $1,920

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	350.0

Improvement #5: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $12,380

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SH1	Shed (1 side open)	G - NO		0	4500.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	0.5441	23700.00	0.00	0.00	$189,600	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$52,680	$308,100	0	360,780	$0	$360,780
2015	$53,030	$284,400	0	337,430	$0	$337,430
2014	$59,960	$189,600	0	249,560	$0	$249,560
2013	$59,190	$189,600	0	248,790	$0	$248,790
2012	$60,820	$165,900	0	226,720	$0	$226,720
2011	$100	$142,200	0	142,300	$0	$142,300

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/2/2012	SWD	Special Warranty Deed	SHERIDAN CONCESSIONS INC	NRP PROPERTIES LLC	15344	0107	20120022711
2		Deed	Deed		SHERIDAN CONCESSIONS INC	7054	1786	0

2016 data current as of Aug 8 2016 12:41AM.
2015 and prior year data current as of Aug 5 2016 8:08AM
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Bexar CAD

Property Search Results > 133360 NRP PROPERTIES LLC for Year 2014

Property

Account

Property ID:	133360	Legal Description:	NCB 2567 BLK 3 LOT 3
Geographic ID:	02567-003-0031	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	209 E CEVALLOS SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROPERTIES LLC	Owner ID:	2425980
Mailing Address:	5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$100	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$40,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$40,100	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$40,100	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$40,100	

Taxing Jurisdiction

Owner:	NRP PROPERTIES LLC
% Ownership:	100.0000000000%
Total Value:	$40,100

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$40,100	$40,100	$12.31
08	SA RIVER AUTH	0.017500	$40,100	$40,100	$7.02
09	ALAMO COM COLLEGE	0.149150	$40,100	$40,100	$59.81

10	UNIV HEALTH SYSTEM	0.276235	$40,100	$40,100	$110.77
11	BEXAR COUNTY	0.283821	$40,100	$40,100	$113.81
21	CITY OF SAN ANTONIO	0.565690	$40,100	$40,100	$226.84
57	SAN ANTONIO ISD	1.382600	$40,100	$40,100	$554.42
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$40,100	$40,100	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$40,100	$40,100	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $1,084.98
Taxes w/o Exemptions: $1,084.98

Improvement / Building

Improvement #1: Commercial **State Code:** F3 **Living Area:** sqft **Value:** $100

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	CMF	Commercial Multi Family	0.1148	5000.00	0.00	0.00	$40,000	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$100	$65,000	0	65,100	$0	$65,100
2015	$100	$60,000	0	60,100	$0	$60,100
2014	$100	$40,000	0	40,100	$0	$40,100
2013	$100	$40,000	0	40,100	$0	$40,100
2012	$100	$35,000	0	35,100	$0	$35,100
2011	$100	$30,000	0	30,100	$0	$30,100

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/2/2012	SWD	Special Warranty Deed	SHERIDAN CONCESSIONS INC	NRP PROPERTIES LLC	15344	0107	20120022711
2		Deed	Deed		SHERIDAN CONCESSIONS INC	7054	1783	0

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Property Search Results > 133367 NRP PROPERTIES LLC for Year 2014

Property

Account

Property ID:	133367	Legal Description:	NCB 2567 BLK 3 LOT 16
Geographic ID:	02567-003-0160	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	209 E CEVALLOS SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROPERTIES LLC	Owner ID:	2425980
Mailing Address:	5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$23,600	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$23,600	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$23,600	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$23,600	

Taxing Jurisdiction

Owner: NRP PROPERTIES LLC
% Ownership: 100.0000000000%
Total Value: $23,600

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$23,600	$23,600	$7.24
08	SA RIVER AUTH	0.017500	$23,600	$23,600	$4.13
09	ALAMO COM COLLEGE	0.149150	$23,600	$23,600	$35.20

10	UNIV HEALTH SYSTEM	0.276235	$23,600	$23,600	$65.19
11	BEXAR COUNTY	0.283821	$23,600	$23,600	$66.98
21	CITY OF SAN ANTONIO	0.565690	$23,600	$23,600	$133.50
57	SAN ANTONIO ISD	1.382600	$23,600	$23,600	$326.29
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$23,600	$23,600	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$23,600	$23,600	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $638.53

Taxes w/o Exemptions: $638.54

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	0.0677	2950.00	0.00	0.00	$23,600	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$0	$38,350	0	38,350	$0	$38,350
2015	$0	$35,400	0	35,400	$0	$35,400
2014	$0	$23,600	0	23,600	$0	$23,600
2013	$0	$23,600	0	23,600	$0	$23,600
2012	$0	$20,650	0	20,650	$0	$20,650
2011	$0	$17,700	0	17,700	$0	$17,700

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/2/2012	SWD	Special Warranty Deed	SHERIDAN CONCESSIONS INC	NRP PROPERTIES LLC	15344	0107	20120022711
2		Deed	Deed		SHERIDAN CONCESSIONS INC	7054	1783	0

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Property Search Results > 133359 NRP PROPERTIES LLC for Year 2014

Property

Account

Property ID:	133359	Legal Description:	NCB 2567 BLK 3 LOT 2 15
Geographic ID:	02567-003-0020	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	205 E CEVALLOS SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROPERTIES LLC	Owner ID:	2425980
Mailing Address:	5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$570	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$63,440	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$64,010	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$64,010	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$64,010	

Taxing Jurisdiction

Owner:	NRP PROPERTIES LLC
% Ownership:	100.0000000000%
Total Value:	$64,010

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$64,010	$64,010	$19.64
08	SA RIVER AUTH	0.017500	$64,010	$64,010	$11.20
09	ALAMO COM COLLEGE	0.149150	$64,010	$64,010	$95.47

10	UNIV HEALTH SYSTEM	0.276235	$64,010	$64,010	$176.82
11	BEXAR COUNTY	0.283821	$64,010	$64,010	$181.68
21	CITY OF SAN ANTONIO	0.565690	$64,010	$64,010	$362.10
57	SAN ANTONIO ISD	1.382600	$64,010	$64,010	$885.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$64,010	$64,010	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$64,010	$64,010	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $1,731.91
Taxes w/o Exemptions: $1,731.90

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $570

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	259.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	0.1820	7930.00	0.00	0.00	$63,440	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$680	$103,090	0	103,770	$0	$103,770
2015	$690	$95,160	0	95,850	$0	$95,850
2014	$570	$63,440	0	64,010	$0	$64,010
2013	$420	$63,440	0	63,860	$0	$63,860
2012	$420	$55,510	0	55,930	$0	$55,930
2011	$20	$47,580	0	47,600	$0	$47,600

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/2/2012	SWD	Special Warranty Deed	SHERIDAN CONCESSIONS INC	NRP PROPERTIES LLC	15344	0107	20120022711
2	1/7/2002	Deed	Deed		SHERIDAN CONCESSIONS INC	9220	2394	0
3		Deed	Deed		SHERIDAN CONCESSIONS INC	7054	1786	0

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Property Search Results > 1149594 NRP PROJECT EQUITIES LLC for Year 2014

Property

Account

Property ID:	1149594	Legal Description:	NCB 2563 BLK 4 LOT 28 (CEVALLOS STREET LOFTS)
Geographic ID:	02563-004-0280	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	E CEVALLOS ST SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROJECT EQUITIES LLC	Owner ID:	2719736
Mailing Address:	% THE NRP GROUP LLC 5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$29,200	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$737,360	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$766,560	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$766,560	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$766,560	

Taxing Jurisdiction

Owner: NRP PROJECT EQUITIES LLC
% Ownership: 100.0000000000%
Total Value: $766,560

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$766,560	$766,560	$235.17
08	SA RIVER AUTH	0.017500	$766,560	$766,560	$134.15

09	ALAMO COM COLLEGE	0.149150	$766,560		$766,560	$1,143.32
10	UNIV HEALTH SYSTEM	0.276235	$766,560		$766,560	$2,117.51
11	BEXAR COUNTY	0.283821	$766,560		$766,560	$2,175.66
21	CITY OF SAN ANTONIO	0.565690	$766,560		$766,560	$4,336.35
57	SAN ANTONIO ISD	1.382600	$766,560		$766,560	$10,598.45
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$766,560		$766,560	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$766,560		$766,560	$0.00
	Total Tax Rate:	2.705675				
				Taxes w/Current Exemptions:		$20,740.61
				Taxes w/o Exemptions:		$20,740.62

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $13,003

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CPT	Detached Carport	S - F		1980	11200.0

Improvement #2: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $6,223

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SHI	Implement Shed	S - F		1972	4500.0

Improvement #3: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $9,974

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SHI	Implement Shed	S - L		1972	15000.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	2.4930	108595.08	0.00	0.00	$737,360	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$3,000	$1,087,040	0	1,090,040	$0	$1,090,040
2015	$3,000	$1,003,420	0	1,006,420	$0	$1,006,420
2014	$29,200	$737,360	0	766,560	$0	$766,560
2013	$29,200	$737,360	0	766,560	$0	$766,560
2012	$30,250	$737,360	0	767,610	$0	$767,610
2011	$28,070	$651,570	0	679,640	$0	$679,640

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/20/2010	CD	Correction Deed	CEVALLOS LOFTS LTD	NRP PROJECT EQUITIES LLC	14540	1862	20100115392
2	4/5/2010	SWD	Special Warranty Deed	CEVALLOS LOFTS LTD	NRP PROJECT EQUITIES LLC	14427	2098	20100059492
3	5/15/2007	CD	Correction Deed	C A N INDUSTRIES		14427	2061	20100059489

CEVALLOS LOFTS
LTD

2016 data current as of Aug 8 2016 12:41AM.
2015 and prior year data current as of Aug 5 2016 8:08AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

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Property Search Results > 1098992 SCHUEPBACH PROPERTIES LLC for Year 2014

Property

Account

Property ID:	1098992	Legal Description:	NCB 2563 (RIVER CITY FELLOWSHIP SUBD), BLOCK 2 LOT 1
Geographic ID:	02563-002-0010	Agent Code:	
Type:	Real		
Property Use Code:	320		
Property Use Description:	STORAGE WAREHOUSE		

Location

Address:	1334 S FLORES ST SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	
Neighborhood CD:	10092		

Owner

Name:	SCHUEPBACH PROPERTIES LLC	Owner ID:	2639969
Mailing Address:	549 HEIMER RD STE 100 SAN ANTONIO, TX 78232-5111	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$412,590	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$475,330	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$887,920	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$887,920	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$887,920	

Taxing Jurisdiction

Owner: SCHUEPBACH PROPERTIES LLC
% Ownership: 100.0000000000%
Total Value: $887,920

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$887,920	$887,920	$272.41
08	SA RIVER AUTH	0.017500	$887,920	$887,920	$155.39

09	ALAMO COM COLLEGE	0.149150	$887,920	$887,920	$1,324.34
10	UNIV HEALTH SYSTEM	0.276235	$887,920	$887,920	$2,452.75
11	BEXAR COUNTY	0.283821	$887,920	$887,920	$2,520.10
21	CITY OF SAN ANTONIO	0.565690	$887,920	$887,920	$5,022.87
57	SAN ANTONIO ISD	1.382600	$887,920	$887,920	$12,276.38
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$887,920	$887,920	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$887,920	$887,920	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $24,024.24
Taxes w/o Exemptions: $24,024.23

Improvement / Building

All improvmets valued at income

Improvement #1: Commercial **State Code:** F1 **Living Area:** 45126.0 sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	C - F	CB	1950	31588.2
400	OFFICE	C - F	CB	1950	13537.8

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	1.5500	67518.00	0.00	0.00	$0	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$1,427,590	$772,410	0	2,200,000	$0	$2,200,000
2015	$607,500	$712,990	0	1,320,490	$0	$1,320,490
2014	$412,590	$475,330	0	887,920	$0	$887,920
2013	$410,120	$475,330	0	885,450	$0	$885,450
2012	$412,820	$472,630	0	885,450	$0	$885,450
2011	$320,640	$472,630	0	793,270	$0	$793,270

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/9/2009	WD	Warranty Deed	RIVER CITY FELLOWSHIP	SCHUEPBACH PROPERTIES LLC	14215	1496	20090202221

2016 data current as of Aug 8 2016 12:41AM.
2015 and prior year data current as of Aug 5 2016 8:08AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Website version: 1.2.2.7 Database last updated on: 8/8/2016 12:41 AM © N. Harris Computer Corporation

EXHIBIT 2C
Developer's CCHIP Application

CITY OF SAN ANTONIO
CENTER CITY
DEVELOPMENT OFFICE

Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: James H Schuepbach Title: Manager

Company: Schuepbach Properties, LLC

Project Role: Developer

Address, City, ST, ZIP: 549 Heimer Road, Suite 100, San Antonio, TX 78232

Phone: (281) 222-2932 Fax: _____ Email: James@axiomrea.com

Project Information

Project Owner / Developer: Schuepbach Properties, LLC & Athena Domain, Inc.

Other Associated Entities and Roles: _____

Project Name: 1334 S. Flores Apartments

Project Site Address: 1334 S. Flores & 205 E Cevallos Street, San Antonio, Texas

Start Date: 08/2017 Completion Date: 08/2019

Cost of public improvements: $_____

Estimated total project cost: $53,700,000.00 (including public improvements)

Housing units created: 294 ☒ Rentals ☐ For Sale

Housing units per acre: 59.4

Target rental price per square foot: $1.82 / Target sales price per square foot: $_____

Square feet of retail space: 14,208 Square feet of commercial office space: 10,149

Estimated number of new jobs to be created, if any: 20

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: None

Project Categories

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

Other Project Features

- ☐ Low Impact Development
- ☒ Mixed Use (at minimum: first floor retail/office)
- ☒ Structured Parking

Site Information

City Council District #: 5 Current Zoning: I1, I2, IDZ

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

Property ID#: attached Acreage: _____

Current Value: Land: $4,000,000.00 Improvements: $49,700,000.00

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?

   ☒ 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: $719,712.00 (must obtain written estimate from SAWS)

   Projected time to install water/sewer services: (season and year) Winter 2017

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

   - ☒ Equity
   - ☒ Conventional Bank Financing
   - ☐ Housing Tax Credits
   - ☐ HUD Loans
   - ☐ Other: _____

Required Attachments

- ☑ Cover letter describing project and summarizing details. Explain project features and categories marked above.
- ☑ Corporate Information (history, urban development experience, etc.)
- ☑ Site plans and renderings
- ☑ SAWS Impact Fee Estimate (Contact Brian Rodriguez at SAWS: 210-233-2985 or brian.rodriguez@saws.org)
- ☑ Project Proforma

APARTMENT COMPLEX DEVELOPMENT

1334 S. FLORES STREET AND 205 E. CEVALLOS STREET,

SAN ANTONIO, TEXAS 78204

DEVELOPMENT PROJECT BY

ATHENA DOMIAN, Inc. and SCHUEPBACH PROPERTIES, LLC

(Design Concept - Not Actual)

City of San Antonio
Center City Development Office
P.O. Box 839966
San Antonio, Texas 78283
Attn: Sarah Esserlieu

Dear Ms. Esserlieu,

Athena Domain, Inc. and Schuepbach Properties, LLC (Developers) are currently working on the plans to develop a mixed-use apartment / commercial complex located at 1334 S. Flores Street and 205 E. Cevallos Street, San Antonio, Texas 78204. The property is located near the intersection of S. Flores Street and E. Cevallos Street, approximately 1 mile south of downtown San Antonio. The property is located in CRAG and Tier 2: Near River South of the City of San Antonio target growth area and incentive tiers.

Schuepbach Properties, LLC has an existing CCHIP Agreement executed on June 25, 2015 for the property located at 1334 S. Flores. This agreement is for a 1.55 acre tract of land with a proposed 89-unit apartment complex project. The Developers have a purchase contract to acquire the adjacent tract of land which consists of 3.40163 acres. The Developers plan to assemble the two tracts of land into a single economic unit for a proposed mixed-use apartment / commercial project. The combined project will consist of approximately 4.952 acres of land with approximately 294 units of multi-family housing and approximately 24,357 square feet of commercial space. The plans are to build a Class-A four-story apartment complex with mixed-use commercial space that will have grade level parking with a concrete/steel parking structure. The apartments will have a combination of Efficiency units, 1bed/1bath units and 2bed/2bath units. The project will have a pool, amenity room, lounging area, and landscaping amenities. The development team will attempt to incorporate cost effective Low Impact Development features such as rain gardens, pervious pavement, and vegetation to help filter storm water collection. The preliminary construction budget has the cost for the improvements at approximately $53,700,000. The project is expected to start construction in 3rd Quarter 2017 and be completed in 3rd Quarter 2019.

We request to amend the existing CCHIP agreement with Schuepbach Properties, LLC for the property at 1334 S. Flores Street to include the property located at 205 E. Cevallos Street. We have included a CCHIP application with the specifics for the new combined project.

The Bexar County Appraisal District tax ID numbers for all of the combined tracts is shown below.

Address	Tax ID #
1334 S Flores	1098992
0 E Cevallos	1149594
205 E Cevallos	133359
209 E Cevallos	133367
209 E Cevallos	133360
223 E Cevallos	133361

With the help of the city development experts and planning professionals, the planned development will incorporate the newest design features and most up to date safety materials. The Developer is excited about the growth of the Downtown submarket and the planned development will add another high-quality apartment complex to the urban core.

We look forward to working with the Center City Development Office on this project. Please feel free to call or email me with any additional questions.

Thank you

James H. Schuepbach
Owner/Manager
Schuepbach Properties, LLC
549 Heimer Road, Suite 100
San Antonio, Texas 78232
(281) 222-2932 (cell)
James@axiomrea.com

DEVELOPMENT TEAM

Athena Domain, Inc. (ADI) is in the business sourcing, planning, developing, and managing diversified real estate projects in central Texas. Over the last nine years of development, ADI has been involved in a variety of projects involving single family, multi family, mixed use, commercial, medical, office, retail and restaurants. The overall value of projects ADI is leading and managing exceeds $200M. The following is a sample list of projects ADI has developed or in the process of developing:

Mixed Use/Commercial Projects:

- Dominion Crossing (27 Acres) – Restaurants (LaGloria, LaPanaderia, etc), Retail, Medical Office, Multi-family, child care/school
- Uptown Square (7 Acres)- Redevelopment of 56,000 sq ft of Harvest Fellowship Church, School amd Gymnasium into a Class A Commercial development with another church, class A office, craft beer establishment Hoppy Monk, other retail.
- Fair Oaks Crossing (19 acres) – 292 unit Class A multi family project and a 14 building garden office development
- Creekside at Lookout (52 acres) – 320 unit Class A multi family project, restaurants, retail, gas station/car wash/convenience store, etc.
- 1604 Huebner (1.4 acres) – Urgent Care and dance school

Single Family Projects:

- Dominion (242 acres)
    - Le Chateaux (Parade of Homes 2007)
    - Andalucia (Parade of Homes 2012)
    - Aragon (Parade of Homes 2012 and 2014)
    - Avila (Parade of Homes 2014)
    - Alturas
- Hidden Canyon at Stone Oak (128 acres)
- Crescent Bluff in Georgetown (287 acres)
- Clearwater Landing at Lake LBJ (103 acres)

Athena Domain, Inc is lead by Rajeev Puri. Mr. Puri is a seasoned executive with over 26 years of experience in general management, investment management, real estate development and management, M&A, and turnarounds. Mr. Puri has high creative energy, strong communication skills, thorough understanding of debt and equity markets and ability to get things done in culturally diverse environments. During his career, Mr. Puri has demonstrated an innate ability to learn new businesses quickly, identify niche market strategies, acquire companies/develop partnerships, manage highly talented sales and technical employees, develop strong management teams, drive the top line and the bottom line and focus intensely on execution.

Mr. Puri has held director positions for multiple companies including Intellicomm, Inc. and ThinkBox, Inc. Mr. Puri is currently a member of the UTSA Real Estate Finance and Development Council, a member of the San Antonio branch of the Federal Reserve Bank Small Business Round Table, a Council Member at Gerson Lehrman Group (GLG), and an advisory board chairman for Nous Infosystem.

Mr. Puri graduated from the University of Pennsylvania with a bachelor's degree in electrical engineering, Cum Laude.

Schuepbach Properties, LLC is a San Antonio based real estate company that owns and manages several commercial real estate properties.

James H. Schuepbach, MAI is the founder of Axiom Real Estate Advisors, LLC. Axiom is a full-service real estate firm with a diverse range of experience in commercial property valuations, property development, investment acquisitions, property management, and brokerage. Mr. Schuepbach graduated from Texas A&M University, College Station, Texas in 2004. After graduating, Mr. Schuepbach began working for Allen, Williford, & Seale, Inc. (AWS) a national appraisal company based in Houston. In 2010 Mr. Schuepbach founded Axiom with offices in Houston and San Antonio. The company has grown to include nine commercial real estate professionals. Mr. Schuepbach earned his MAI designation in 2009. The MAI designation is the highest earned recognition offered by the Appraisal Institute. Over the past 13-years Mr. Schuepbach has provided property valuations for thousands of commercial & residential properties with combined values in excess of $2 billion dollars. Axiom's client list includes; WellsFargo Bank, Frost Bank, BBVA Compass Bank, Comerica Bank, Amegy Bank, Iberia Bank, Green Bank, Woodforest Bank, Texas Capital Bank, and many other financial institutions and property developers.

In addition to the extensive commercial valuation experience, Mr. Schuepbach is also an active real estate investor and property developer. Most recently Mr. Schuepbach has developed a 7 acre tract of land on Louetta Road in Houston, Texas with a Dunkin Donuts, Palace Inn Motel, and planned office condo project.

John W. Schuepbach has been in the construction and steel industry for over 40 years. He owned and operated Trans-Tex Fabricating, Inc. a San Antonio company for over 20 years. Trans-Tex provided the steel and construction materials for dozens of H.E.B. grocery stores located all over South Texas.

Exterior Concept Design – Not Actual

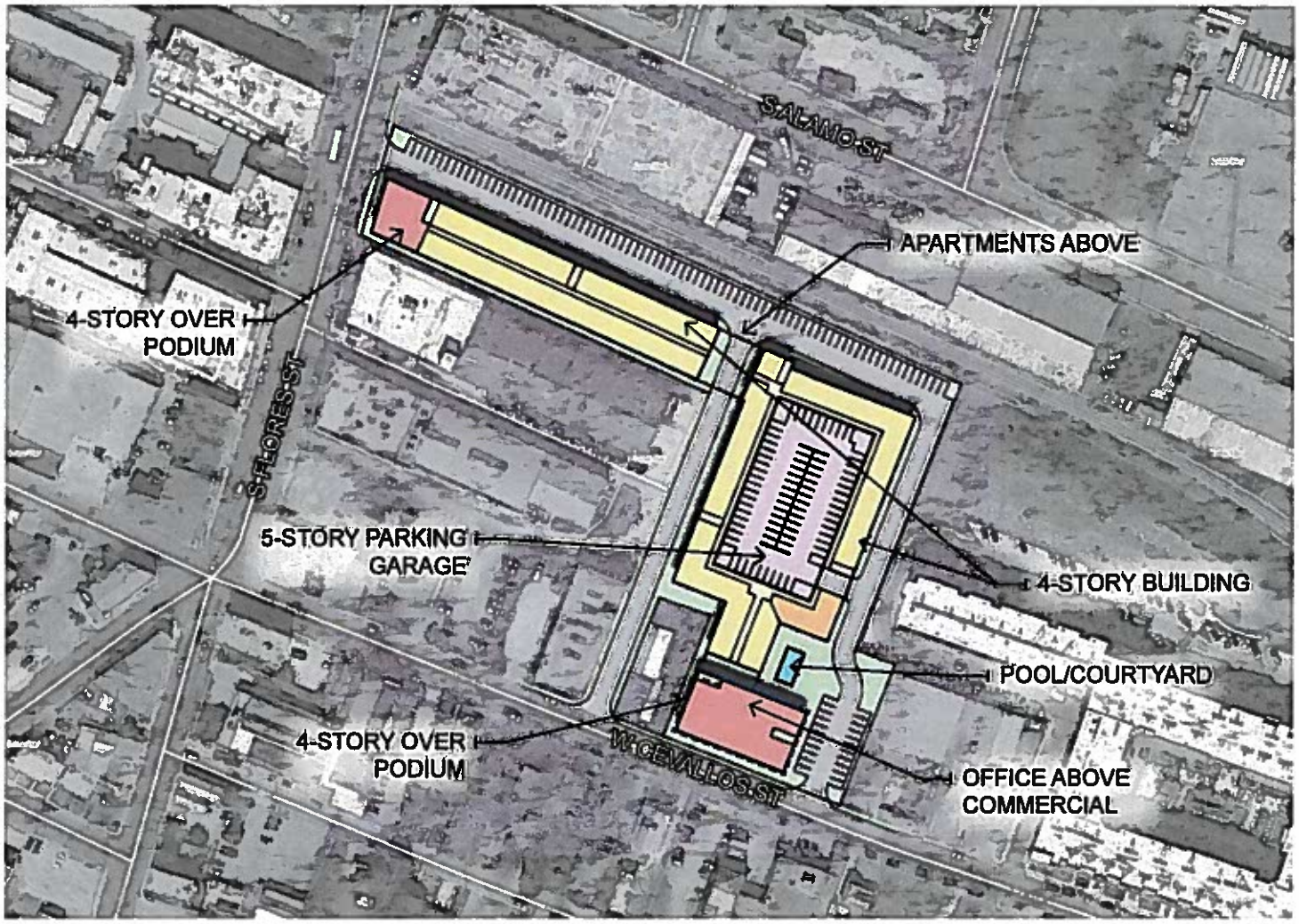
Interior Concept Design – Not Actual

Roof-top Terrace Concept Design – Not Actual

Location

Location

SITE PLAN



PROJECT INFO

COMMERCIAL	14,208 SF	
OFFICE (ABOVE)	10,149 SF	
LEASING/AMENITY	3,052 SF	
APARTMENT UNITS	205,800 SF	(294 UNITS AT 700 SF AVERAGE)
CIRCULATION		
GARAGE	443 SPACES	
ADDITIONAL ON-SITE PARKING	102 SPACES	

ALIVIO ARCHITECTS
1512 SOUTH FLORES ST
SAN ANTONIO, TX 78204

07.20.2016

SITE PLAN

CONCEPTUAL SITE PLAN - SAN ANTONIO, TX

N

0 50 100 200

1" = 100'-0"

AERIAL

S Flores St, San Antonio, TX

PROJECT PRO-FORMA

1334 S. Flores & 205 E Cevallos

SOURCES AND USES

SOURCES

Developer Equity	100.0%	10,736,927	Number of Units	294
			MF - NRA SF	207,910
Investor(s) Equity	0.0%	-	Com - NRA SF	24,357
			Total NRA SF	232,267
Construction Loan	80.0%	42,947,707	Leasing, Etc. - SF	10,000
			Total Gross SF	242,267
TOTAL SOURCES		53,684,633		

USES		$$	PSF Land	Per Unit	Per GrossSq. Ft.
Land Cost		4,000,000	$18.54	13,605	16.51
Soft Costs					
Architectural		350,000		1,190	1.44
Interior Designer		50,000		170	0.21
Landscape Architect		20,000		68	0.08
Structural Engineer		120,000		408	0.50
MEP Engineer		130,000		442	0.54
Civil Engineering		80,000		272	0.33
Geotechnical		10,000		34	0.04
Environmental		3,500		12	0.01
SAWS Impact Fees ($220,000 Waived by City)		512,500		1,743	2.12
Inspections		10,000		34	0.04
Other Consultants		10,000		34	0.04
Legal (Development)		50,000		170	0.21
Survey		2,500		9	0.01
Insurance		7,500		26	0.03
Permits & Fees (Waived by City)		-		-	-
Property Taxes		120,000		408	0.50
Furnishing & Equipment		735,000		2,500	3.03
Marketing		25,000		85	0.10
Operating Reserve		500,000		1,701	2.06
Travel & Entertainment		2,000		7	0.01
Miscellaneous		70,000		238	0.29
Appraisal		8,000		27	0.03
Contingency (Soft Costs)		150,000		510	0.62
Development Fee	4.0%	2,147,385		7,304	8.86
Total Soft Costs		5,113,385		17,392	21.11
Hard Costs					
General Apt. Construction Costs		35,344,700		120,220	145.89
Demo of Existing Bldg		150,000		510	0.62
Contingency (in General Costs)	2.0%	706,894		2,404	2.92
Parking Garage (105 Spaces)		1,300,000		4,422	5.37
24,357 SF - Retail & Office Bldg		2,435,700		8,285	10.05
Site Supervision (in General Costs)	0.0%	-		-	-
Total Hard Costs		39,937,294		135,841	164.85
Financing Costs					
Financing Fees	2.00%	858,954		2,922	3.55
Equity fee	0.00%	-		-	-
Brokerage Fee		-		-	-
Payoff of Existing Debt		-		-	-
Title & Closing		200,000		680	0.83
Legal & Lender Legal		75,000		255	0.31
Construction Interest (22 months)		3,500,000		11,905	14.45
Total Financing Costs		4,633,954		15,762	19.13
Total Hard & Soft Costs (excluding Land)		49,684,633		168,995	205.08
TOTAL USES / Costs (Hard, Soft, Land)		53,684,633		182,601	221.59

1334 S. Flores & 205 E Cevallos

UNIT MIX

Year 1 Pricing

Type	# of Units	% of Total	Size	NRA SF	Rent	$/SF/Mo	Monthly Rent
A - Eff	80	27%	500	40,000	$ 1,100	2.20	$ 88,000
B - 1/1	86	29%	635	54,610	$ 1,200	1.89	$ 103,200
C - 1/1	70	24%	750	52,500	$ 1,350	1.80	$ 94,500
D - 2/2	44	15%	1,000	44,000	$ 1,550	1.55	$ 68,200
E - 2/2	14	5%	1,200	16,800	$ 1,800	1.50	$ 25,200
Totals	294	100%	707	207,910	$ 1,289	1.82	$ 379,100

Year 2 Pricing 2.5% Increase

Type	# of Units	% of Total	Size	Gross SF	Rent	$/SF/Mo	Monthly Rent
A - Eff	80	27%	500	40,000	$ 1,128	2.26	$ 90,200
B - 1/1	86	29%	635	54,610	$ 1,230	1.94	$ 105,780
C - 1/1	70	24%	750	52,500	$ 1,384	1.85	$ 96,863
D - 2/2	44	15%	1,000	44,000	$ 1,589	1.59	$ 69,905
E - 2/2	14	5%	1,200	16,800	$ 1,845	1.54	$ 25,830
Totals	294	100%	707	207,910	$ 1,322	1.87	$ 388,578

Year 3/Stabilized Pricing 2.5% Increase

Type	# of Units	% of Total	Size	Gross SF	Rent	$/SF/Mo	Monthly Rent
A - Eff	80	27%	500	40,000	$ 1,156	2.31	$ 92,455
B - 1/1	86	29%	635	54,610	$ 1,261	1.99	$ 108,425
C - 1/1	70	24%	750	52,500	$ 1,418	1.89	$ 99,284
D - 2/2	44	15%	1,000	44,000	$ 1,628	1.63	$ 71,653
E - 2/2	14	5%	1,200	16,800	$ 1,891	1.58	$ 26,476
Totals	294	100%	707	207,910	$ 1,355	1.92	$ 398,292

1334 S. Flores & 205 E Cevallos

YEAR 1 OPERATING BUDGET - SUMMARY

			Per Unit	Per Sq. Ft.
Potential Gross Income				
Gross Potential Revenue		4,549,200	15,473	21.88
Vacancy Loss	-6.1%	(275,682)	(937.69)	(1.33)
Collection Loss	-1.0%	(45,492)	(154.73)	(0.22)
Loss to Lease	-2.0%	(90,984)	(309.47)	(0.44)
Misc Income	1.0%	45,492	155	0.22
14,208 SF 1st Floor Retail (NNN)		200,000		
10,149 SF 2nd Floor Office (NNN)		101,490		
Parking Income (Commercial)		50,000		
RUBS Income (% of total Utilities)	25%	60,270	205.00	0.29
Effective Gross Income		**4,594,294**	**15,627**	**22.10**
Expenses				
Management Fees	3.00%	137,829	469	0.66
Administrative/Office		58,800	200	0.28
Payroll		411,600	1,400	1.98
Utilities		241,080	820	1.16
Repairs and Maintenance		161,700	550	0.78
Leasing and Marketing		102,900	350	0.49
Property Taxes		911,400	3,100	4.38
Insurance		102,900	350	0.49
Margin Tax & Misc		32,340	110	0.16
Total Expenses	47.0%	**2,160,549**	**7,349**	**10.39**
Replacement Reserves		44,100	150	0.21
Net Operating Income		**2,389,646**	**8,128**	**11.49**
Debt (Permanent)		**(2,460,467)**		
After Debt Cash Flow		**(70,821)**		

EXHIBIT 2D
CCHIP Agreement Term Sheet

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT
& OPERATIONS DEPARTMENT

CCHIP Agreement Term Sheet

1334 S. Flores Apartments

Project Name and location:	The 1334 S. Flores Apartments project is located at 1334 S. Flores & 205 E Cevallos St within the CRAG, SA2020, Near River South Growth Area (Tier 2), Westside TIRZ, GDA, and Council District 5.
Project Description:	Construction of a 294-unit market-rate multifamily development for a total project cost of $53,700,000. The project is tentatively set to commence construction by August 1, 2017 and complete construction by August 31, 2019.
Project Developer and POC:	James Schuepbach (281) 222-2932

Incentive Package per CCHIP	Amount	Program Fees
City Fee Waiver	148,892.00	100.00
SAWS Fee Waiver	217,872.00	100.00
15-year tax reimbursement grant - 90% participation in Westside TIRZ - 10% of units to maintain 1st year rental rate for grant term (plus inflation) - Excludes 2014 base value of $2,031,750 - Projected end value of $53,700,000	3,894,053.00	2,250.00
Construction Loan - Eligible for $441,000 but unfunded - Based on community use project in Tier 2 (294 units @ $1,500/unit)	0.00	0.00
Construction Loan Bonus - Eligible for $294,000 but unfunded - Based on structured parking (294 units @ $1,000/unit)	0.00	0.00
Mixed-Use Loan - Based on commercial retail (14,208 sf @ $20/sf) and office (10,149 sf @ $10/sf)	385,650.00	385.65
TOTAL INCENTIVES AND PROGRAM FEES	**$4,646,467.00**	**$2,835.65**

Program fees must be paid before execution of the final incentive agreement. All funding is subject to availability at the time of disbursement. The estimated 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.

Quoted incentives will be reserved for this project for up to 90 calendar days pending the execution of a CCHIP Incentive Agreement. If an Agreement has not been executed within 90 days from the receipt of this term sheet, then all quoted incentives will be forfeited and made available to other projects.

Approvals:

Sarah Esserlieu 9/16/16
Sarah Esserlieu, Program Manager — Date

Clay Lewis 9/16/16
Erik "Clay" Lewis, Fiscal Analyst — Date

9/16/16
Ramiro Gonzales, Redevelopment Officer — Date

Last saved on 9/16/2016

EXHIBIT 2E
Evidence of Base Year Ad Valorem Property Taxes

Bexar CAD

Property Search Results > 133361 NRP PROPERTIES LLC for Year 2014

Property

Account

Property ID:	133361	Legal Description:	NCB 2567 BLK 3 LOT 4-5- 6-17-18 & 19
Geographic ID:	02567-003-0040	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	098		
Property Use Description:	TRANSITIONAL USE		

Location

Address:	223 E CEVALLOS SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROPERTIES LLC	Owner ID:	2425980
Mailing Address:	5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$59,960	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$189,600	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$249,560	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$249,560	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$249,560	

Taxing Jurisdiction

Owner:	NRP PROPERTIES LLC
% Ownership:	100.0000000000%
Total Value:	$249,560

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$249,560	$249,560	$76.57
08	SA RIVER AUTH	0.017500	$249,560	$249,560	$43.67
09	ALAMO COM COLLEGE	0.149150	$249,560	$249,560	$372.22

10	UNIV HEALTH SYSTEM	0.276235	$249,560	$249,560	$689.37
11	BEXAR COUNTY	0.283821	$249,560	$249,560	$708.31
21	CITY OF SAN ANTONIO	0.565690	$249,560	$249,560	$1,411.74
57	SAN ANTONIO ISD	1.382600	$249,560	$249,560	$3,450.41
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$249,560	$249,560	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$249,560	$249,560	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $6,752.29
Taxes w/o Exemptions: $6,752.28

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** 3150.0 sqft **Value:** $39,260

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	S - F	ME	1972	3150.0

Improvement #2: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $1,010

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	1200.0

Improvement #3: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $5,390

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - F		0	800.0

Improvement #4: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $1,920

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	350.0

Improvement #5: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $12,380

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SH1	Shed (1 side open)	G - NO		0	4500.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	0.5441	23700.00	0.00	0.00	$189,600	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$52,680	$308,100	0	360,780	$0	$360,780
2015	$53,030	$284,400	0	337,430	$0	$337,430
2014	$59,960	$189,600	0	249,560	$0	$249,560
2013	$59,190	$189,600	0	248,790	$0	$248,790
2012	$60,820	$165,900	0	226,720	$0	$226,720
2011	$100	$142,200	0	142,300	$0	$142,300

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/2/2012	SWD	Special Warranty Deed	SHERIDAN CONCESSIONS INC	NRP PROPERTIES LLC	15344	0107	20120022711
2		Deed	Deed		SHERIDAN CONCESSIONS INC	7054	1786	0

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Property Search Results > 133360 NRP PROPERTIES LLC for Year 2014

Property

Account

Property ID:	133360	Legal Description:	NCB 2567 BLK 3 LOT 3
Geographic ID:	02567-003-0031	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	209 E CEVALLOS SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROPERTIES LLC	Owner ID:	2425980
Mailing Address:	5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$100	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$40,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$40,100	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$40,100	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$40,100	

Taxing Jurisdiction

Owner:	NRP PROPERTIES LLC
% Ownership:	100.0000000000%
Total Value:	$40,100

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$40,100	$40,100	$12.31
08	SA RIVER AUTH	0.017500	$40,100	$40,100	$7.02
09	ALAMO COM COLLEGE	0.149150	$40,100	$40,100	$59.81

10	UNIV HEALTH SYSTEM	0.276235	$40,100		$40,100	$110.77
11	BEXAR COUNTY	0.283821	$40,100		$40,100	$113.81
21	CITY OF SAN ANTONIO	0.565690	$40,100		$40,100	$226.84
57	SAN ANTONIO ISD	1.382600	$40,100		$40,100	$554.42
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$40,100		$40,100	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$40,100		$40,100	$0.00
	Total Tax Rate:	2.705675				

Taxes w/Current Exemptions: $1,084.98
Taxes w/o Exemptions: $1,084.98

Improvement / Building

Improvement #1: Commercial **State Code:** F3 **Living Area:** sqft **Value:** $100

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	CMF	Commercial Multi Family	0.1148	5000.00	0.00	0.00	$40,000	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$100	$65,000	0	65,100	$0	$65,100
2015	$100	$60,000	0	60,100	$0	$60,100
2014	$100	$40,000	0	40,100	$0	$40,100
2013	$100	$40,000	0	40,100	$0	$40,100
2012	$100	$35,000	0	35,100	$0	$35,100
2011	$100	$30,000	0	30,100	$0	$30,100

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/2/2012	SWD	Special Warranty Deed	SHERIDAN CONCESSIONS INC	NRP PROPERTIES LLC	15344	0107	20120022711
2		Deed	Deed		SHERIDAN CONCESSIONS INC	7054	1783	0

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Property Search Results > 133367 NRP PROPERTIES LLC for Year 2014

Property

Account

Property ID:	133367	Legal Description:	NCB 2567 BLK 3 LOT 16
Geographic ID:	02567-003-0160	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	209 E CEVALLOS SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROPERTIES LLC	Owner ID:	2425980
Mailing Address:	5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$23,600	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$23,600	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$23,600	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$23,600	

Taxing Jurisdiction

Owner: NRP PROPERTIES LLC
% Ownership: 100.0000000000%
Total Value: $23,600

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$23,600	$23,600	$7.24
08	SA RIVER AUTH	0.017500	$23,600	$23,600	$4.13
09	ALAMO COM COLLEGE	0.149150	$23,600	$23,600	$35.20

10	UNIV HEALTH SYSTEM	0.276235	$23,600	$23,600	$65.19
11	BEXAR COUNTY	0.283821	$23,600	$23,600	$66.98
21	CITY OF SAN ANTONIO	0.565690	$23,600	$23,600	$133.50
57	SAN ANTONIO ISD	1.382600	$23,600	$23,600	$326.29
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$23,600	$23,600	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$23,600	$23,600	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $638.53
Taxes w/o Exemptions: $638.54

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	0.0677	2950.00	0.00	0.00	$23,600	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$0	$38,350	0	38,350	$0	$38,350
2015	$0	$35,400	0	35,400	$0	$35,400
2014	$0	$23,600	0	23,600	$0	$23,600
2013	$0	$23,600	0	23,600	$0	$23,600
2012	$0	$20,650	0	20,650	$0	$20,650
2011	$0	$17,700	0	17,700	$0	$17,700

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/2/2012	SWD	Special Warranty Deed	SHERIDAN CONCESSIONS INC	NRP PROPERTIES LLC	15344	0107	20120022711
2		Deed	Deed		SHERIDAN CONCESSIONS INC	7054	1783	0

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Property Search Results > 133359 NRP PROPERTIES LLC for Year 2014

Property

Account

Property ID:	133359	Legal Description:	NCB 2567 BLK 3 LOT 2 15
Geographic ID:	02567-003-0020	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	205 E CEVALLOS SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROPERTIES LLC	Owner ID:	2425980
Mailing Address:	5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$570	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$63,440	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$64,010	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$64,010	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$64,010	

Taxing Jurisdiction

Owner: NRP PROPERTIES LLC
% Ownership: 100.0000000000%
Total Value: $64,010

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$64,010	$64,010	$19.64
08	SA RIVER AUTH	0.017500	$64,010	$64,010	$11.20
09	ALAMO COM COLLEGE	0.149150	$64,010	$64,010	$95.47

10	UNIV HEALTH SYSTEM	0.276235	$64,010		$64,010	$176.82
11	BEXAR COUNTY	0.283821	$64,010		$64,010	$181.68
21	CITY OF SAN ANTONIO	0.565690	$64,010		$64,010	$362.10
57	SAN ANTONIO ISD	1.382600	$64,010		$64,010	$885.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$64,010		$64,010	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$64,010		$64,010	$0.00
	Total Tax Rate:	2.705675				

Taxes w/Current Exemptions: $1,731.91
Taxes w/o Exemptions: $1,731.90

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $570

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	259.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	0.1820	7930.00	0.00	0.00	$63,440	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$680	$103,090	0	103,770	$0	$103,770
2015	$690	$95,160	0	95,850	$0	$95,850
2014	$570	$63,440	0	64,010	$0	$64,010
2013	$420	$63,440	0	63,860	$0	$63,860
2012	$420	$55,510	0	55,930	$0	$55,930
2011	$20	$47,580	0	47,600	$0	$47,600

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/2/2012	SWD	Special Warranty Deed	SHERIDAN CONCESSIONS INC	NRP PROPERTIES LLC	15344	0107	20120022711
2	1/7/2002	Deed	Deed		SHERIDAN CONCESSIONS INC	9220	2394	0
3		Deed	Deed		SHERIDAN CONCESSIONS INC	7054	1786	0

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Property Search Results > 1149594 NRP PROJECT EQUITIES LLC for Year 2014

Property

Account

Property ID:	1149594	Legal Description:	NCB 2563 BLK 4 LOT 28 (CEVALLOS STREET LOFTS)
Geographic ID:	02563-004-0280	Agent Code:	ID:2844946
Type:	Real		
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Location

Address:	E CEVALLOS ST SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	10092
Neighborhood CD:	10092		

Owner

Name:	NRP PROJECT EQUITIES LLC	Owner ID:	2719736
Mailing Address:	% THE NRP GROUP LLC 5309 TRANSPORTATION BLVD CLEVELAND, OH 44125-5333	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$29,200	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$737,360	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$766,560	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$766,560	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$766,560	

Taxing Jurisdiction

Owner: NRP PROJECT EQUITIES LLC
% Ownership: 100.0000000000%
Total Value: $766,560

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$766,560	$766,560	$235.17
08	SA RIVER AUTH	0.017500	$766,560	$766,560	$134.15

09	ALAMO COM COLLEGE	0.149150	$766,560	$766,560	$1,143.32
10	UNIV HEALTH SYSTEM	0.276235	$766,560	$766,560	$2,117.51
11	BEXAR COUNTY	0.283821	$766,560	$766,560	$2,175.66
21	CITY OF SAN ANTONIO	0.565690	$766,560	$766,560	$4,336.35
57	SAN ANTONIO ISD	1.382600	$766,560	$766,560	$10,598.45
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$766,560	$766,560	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$766,560	$766,560	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $20,740.61

Taxes w/o Exemptions: $20,740.62

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $13,003

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CPT	Detached Carport	S - F		1980	11200.0

Improvement #2: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $6,223

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SHI	Implement Shed	S - F		1972	4500.0

Improvement #3: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $9,974

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
SHI	Implement Shed	S - L		1972	15000.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	2.4930	108595.08	0.00	0.00	$737,360	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$3,000	$1,087,040	0	1,090,040	$0	$1,090,040
2015	$3,000	$1,003,420	0	1,006,420	$0	$1,006,420
2014	$29,200	$737,360	0	766,560	$0	$766,560
2013	$29,200	$737,360	0	766,560	$0	$766,560
2012	$30,250	$737,360	0	767,610	$0	$767,610
2011	$28,070	$651,570	0	679,640	$0	$679,640

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/20/2010	CD	Correction Deed	CEVALLOS LOFTS LTD	NRP PROJECT EQUITIES LLC	14540	1862	20100115392
2	4/5/2010	SWD	Special Warranty Deed	CEVALLOS LOFTS LTD	NRP PROJECT EQUITIES LLC	14427	2098	20100059492
3	5/15/2007	CD	Correction Deed	C A N INDUSTRIES		14427	2061	20100059489

CEVALLOS LOFTS
LTD

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Property Search Results > 1098992 SCHUEPBACH PROPERTIES LLC for Year 2014

Property

Account

Property ID:	1098992	Legal Description:	NCB 2563 (RIVER CITY FELLOWSHIP SUBD), BLOCK 2 LOT 1
Geographic ID:	02563-002-0010	Agent Code:	
Type:	Real		
Property Use Code:	320		
Property Use Description:	STORAGE WAREHOUSE		

Location

Address:	1334 S FLORES ST SAN ANTONIO, TX 78204	Mapsco:	616D7
Neighborhood:	NBHD code10092	Map ID:	
Neighborhood CD:	10092		

Owner

Name:	SCHUEPBACH PROPERTIES LLC	Owner ID:	2639969
Mailing Address:	549 HEIMER RD STE 100 SAN ANTONIO, TX 78232-5111	% Ownership:	100.0000000000%
		Exemptions:	

Values

			Ag / Timber Use Value
(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$412,590	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$475,330	
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$887,920	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$887,920	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$887,920	

Taxing Jurisdiction

Owner:	SCHUEPBACH PROPERTIES LLC
% Ownership:	100.0000000000%
Total Value:	$887,920

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	$887,920	$887,920	$272.41
08	SA RIVER AUTH	0.017500	$887,920	$887,920	$155.39

09	ALAMO COM COLLEGE	0.149150	$887,920	$887,920	$1,324.34
10	UNIV HEALTH SYSTEM	0.276235	$887,920	$887,920	$2,452.75
11	BEXAR COUNTY	0.283821	$887,920	$887,920	$2,520.10
21	CITY OF SAN ANTONIO	0.565690	$887,920	$887,920	$5,022.87
57	SAN ANTONIO ISD	1.382600	$887,920	$887,920	$12,276.38
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$887,920	$887,920	$0.00
SA030	San Antonio TIF #30 Westside	0.000000	$887,920	$887,920	$0.00
	Total Tax Rate:	2.705675			

Taxes w/Current Exemptions: $24,024.24
Taxes w/o Exemptions: $24,024.23

Improvement / Building

All improvmets valued at income

Improvement #1: Commercial **State Code:** F1 **Living Area:** 45126.0 sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
320	STORAGE WAREHOUSE	C - F	CB	1950	31588.2
400	OFFICE	C - F	CB	1950	13537.8

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	1.5500	67518.00	0.00	0.00	$0	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	$1,427,590	$772,410	0	2,200,000	$0	$2,200,000
2015	$607,500	$712,990	0	1,320,490	$0	$1,320,490
2014	$412,590	$475,330	0	887,920	$0	$887,920
2013	$410,120	$475,330	0	885,450	$0	$885,450
2012	$412,820	$472,630	0	885,450	$0	$885,450
2011	$320,640	$472,630	0	793,270	$0	$793,270

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/9/2009	WD	Warranty Deed	RIVER CITY FELLOWSHIP	SCHUEPBACH PROPERTIES LLC	14215	1496	20090202221

2016 data current as of Aug 8 2016 12:41AM.
2015 and prior year data current as of Aug 5 2016 8:08AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Website version: 1.2.2.7 Database last updated on: 8/8/2016 12:41 AM © N. Harris Computer Corporation

EXHIBIT 2F
Fee Waiver Transmittal

ICRIP ADMIN **Welcome Sarah**

ADMIN

Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
12/12/2014 10:18:52 AM	1/1/2015	Approved	9/21/2016 4:04:05 PM	☑ City ☑ SAWS ☐ Council Approved ☐ Special Expiration ☐ EDD Project ☑ CCHIP Project ☐ Other CCDO Project

Status/Notes

Waiver first approved for City fees only. After CCHIP agreement execution, waiver was updated on 6/25/2015 to add the SAWS waiver.-SE City waived amount updated 9/21/2016 and expiration dates updated 10/31/2016 to reflect amended CCHIP agreement.

Save | Back To Home

Activity History

Record Saved

SAWS

SAWS Waived Amount: Update

CITY

City Waived Amount: $148,892.00 Update

ICRIP Fee Waiver Form Information WaiverId For 1140.

City Status: ACTIVE
SAWS Status: ACTIVE

APPLICANT INFORMATION

Project Owner: Schuepbach Properties, LLC
Developer Type: ForProfit
Other Developer Type:

APPLICANT POINT OF CONTACT

Project Role: Owner
Other Project Role:
Name: James H Schuepbach
Title: Owner/Manager
Company Name: Schuepbach Properties, LLC
Applicant Address: 549 Heimer Road, Suite 100
City: San Antonio
State: TX
Zip Code: 78232
Phone: (281) 222-2932
Fax:
Email: james@axiomrea.com

PROJECT INFORMATION/DESCRIPTION

Project Address: 1334 S. Flores & 205 E Cevallos, San Antc
City Council District: 5
Property/Parcel ID: 1098992, etc.

Acreage: 1.55

Proposed Land Used of Project: Residential

Other Proposed Land Used of Project:

Housing Units Created: 294

Project Description: Redevelopment of an industrial property for use as a multi-family residential apartment complex which will consist of 294 new housing units.

Proposed Level of Investment: $53,700,000.00

Project Start Date: 8/1/2017

Project Completion Date: 8/31/2019

Current Zoning of Project Site: I1 & I2

Estimate of City Fees: $148,892.00

Applied for Other Incentive?: ○ Yes ◉ No

If so, what Dept(s)?:

SAWS Sewer and Water Impact Fee?: ◉ Yes ○ No

SAWS Amount: $217,872.00 No attachment record was found.

Request Submitted By: Web User

Request Submitted Date: 12/12/2014 10:18:52 AM

Last Modified By: 135133

Last Modified Date: 10/31/2016 10:39:14 AM

Request Status: Approved

Status Date: 9/21/2016 4:04:05 PM

Status Reason: Waiver first approved for City fees only. After CCHIP agreement execution, waiver was updated on 6/25/2015 to add the SAWS waiver.-SE City waived amount updated 9/21/2016 and expiration dates updated 10/31/2016 to reflect amended CCHIP agreement.

SAWS Waived Amt:

SAWS Waived Date:

SAWS Who Waived:

City Waived Amt: $148,892.00

City Who Waived: 135133

City Waived Date: 9/21/2016 4:03:50 PM

Council Approved: No

Est. Claim Date: 1/1/2015

City Approved: Yes

SAWS Approved: Yes

City Expiration Date: 12/28/2020

SAWS Expiration Date: 12/28/2020

Special Expiration: No

EDD Project: No

CCHIP Project: Yes

Other CCDO Project: No

Save

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