

STATE OF TEXAS

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**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, acting by and through its Board of Directors and SANDALWOOD 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 that will consist of the construction of FOUR (4) for sale housing units to be located at 422 Hays Street, San Antonio, TX 78202 (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 EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS AND 0 CENTS (\$815,000.00) in real property improvements, less land acquisition costs, within the boundaries of the City Council District 2; and

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

WHEREAS, the CITY has 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 is authorized to grant and loan funds to promote state or local economic development and to stimulate business and commercial activity in the municipality; 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; **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. The CITY is 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 31st of the year following the final year eligible for tax reimbursement; (B) the full-payment of Incentives by CITY 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 EIGHT HUNDRED FIFTEEN THOUSAND DOLLARS AND 0 CENTS (\$815,000.00) (the "Minimum Investment") in an economic development project that will be located within the city limits of San Antonio that will consist of the construction of four (4) for sale 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 November 30, 2015 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than August 31, 2016 (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.

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 is providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, FORTY EIGHT THOUSAND EIGHT

HUNDRED AND FIFTY-EIGHT DOLLARS AND 0 CENTS (\$48,850.00), 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) Evidence of Commencement of construction on the Project to the satisfaction of the CITY prior to the Commencement Date; and
- (d) Receipt by the CITY of evidence in the form of a letter from a qualified financial institution or Certified Public Accountant confirming DEVELOPER has funds available on deposit or under an existing credit facility or construction loan sufficient to complete the Project on or prior to the Commencement Date.

A. Annual Real Property Tax Reimbursement. Subject to the terms and conditions of this Agreement and the Payment Conditions (defined below), for each tax year commencing with the Initial Reimbursement Tax Year and then continuing annually for a total of ten (10) consecutive tax years throughout the remainder of the Term of this Agreement, CITY shall provide DEVELOPER, following submission of a tax invoice by DEVELOPER indicating full payment of all taxes owed by DEVELOPER on the Project, an annual grant for the Term of this Agreement in the cumulative amount of approximately, but not limited to, TWENTY-SEVEN THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND 0 CENTS (\$27,938.00).

- (a) The amount of the annual grant (the "Annual Incremental Property Tax Reimbursement") shall be equal to 62.6% 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, 2016 (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) 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 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's remedies under this Agreement shall apply.

- (c) Transfer of Ownership. It is understood that DEVELOPER intends to make each housing unit available for sale to individual buyers. In such case, all references to DEVELOPER's responsibility for the tax payments will be transferred to the individual unit owners as each unit is sold. The payment of incentives to DEVELOPER by CITY under the Annual Incremental Property Tax Reimbursement is limited by the actual amount of ad valorem taxes paid to CITY by the individual unit owners and contingent upon DEVELOPER providing evidence of ad valorem taxes paid.

B. Fee Waivers. CITY is providing DEVELOPER with Fee Waivers in the cumulative amount of TWENTY THOUSAND NINE HUNDRED AND TWELVE DOLLARS AND 0 CENTS (\$20,912.00). The cumulative amount represents both City fee waivers in the approximate amount of TWO THOUSAND SIX HUNDRED SIX DOLLARS AND 0 CENTS (\$2,606.00) and SAWS fee waivers in the approximate amount of EIGHTEEN THOUSAND THREE HUNDRED AND SIX DOLLARS AND 0 CENTS (\$18,306.00). 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 OBLIGATIONS

- A. In consideration of full and satisfactory performance of activities required by this Agreement, CITY will pay DEVELOPER in accordance with Article IV above.
- B. CITY will not be liable to DEVELOPER or any other entity for any costs incurred by DEVELOPER in connection with this Agreement.

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 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 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 shall extinguish.

B. CITY 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 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 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; (c) scanned and emailed with an original to be sent via First Class United States Mail or (d) 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 DEVELOPER, to:

Sandalwood LLC
Attn: Juan M. Fernandez
1501 S. Flores
San Antonio, TX 78204

ARTICLE XI. SPECIAL CONDITIONS AND TERMS

A. 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 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 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 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 herein contained, CITY 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 must be approved by CITY ordinance and in accordance with an official amendment of the Financing Plan by the governing body of the 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, CITY is not 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 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, if consent is required under this Article and whose consent will not be unreasonable withheld, shall release CITY 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. Any restrictions in this Agreement on the transfer or assignment of the DEVELOPER's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement

to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, shall the CITY be obligated in any way to said financial institution or other provider of capital. The City shall only issue checks or any other forms of payment made payable to the DEVELOPER.

ARTICLE XXII. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements among the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

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

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

ARTICLE XXIV. INCORPORATION OF EXHIBITS

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

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

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of May 23, 2015⁶
(the "Effective Date"):

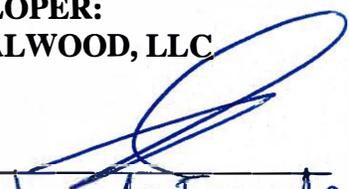
Accepted and executed in three duplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 2012-06-21-0501, dated June 21, 2012, and by DEVELOPER pursuant to the authority of its Managing Partner.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation



Lori Houston
Assistant City Manager

DEVELOPER:
SANDALWOOD, LLC

By: 

NAME: Juan M. Fernandez
TITLE: Manager

APPROVED AS TO FORM:



CITY ATTORNEY

**INNER CITY TAX INCREMENT
REINVESTMENT ZONE #11:**



Name: Alan Worsick II
BOARD CHAIRPERSON

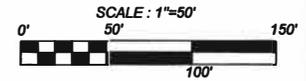
Exhibit A
Legal Description of Property

PLAT NUMBER 150322

SUBDIVISION ESTABLISHING
HAYS ST. BRIDGE LANDING SUBDIVISION IDZ
 BEING 0.250 ACRES, ESTABLISHING LOTS 27 - 30, BLOCK 22, NCB
 537 OUT OF ARBITRARY LOT 5, BLOCK 22, NCB 537, AS RECORDED
 IN VOL. 16912, PG. 1638, OF OFFICIAL PUBLIC RECORDS OF
 BEXAR COUNTY, TEXAS.



14003 Humber Rd, Ste. 100, San Antonio, TX 78241
 Phone (214) 294-4441 Fax (214) 219-4411 TOLL FREE 877-222-2223



STATE OF TEXAS
 COUNTY OF BEXAR

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY
 AUTHORIZED AGENT, DECATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED
 AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL
 STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES
 THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSLY.

OWNER / DEVELOPER:
 BULLWOOD LLC
JAMES M. FERNANDEZ
 6708 SAN PEDRO AVE., STE. B10
 SAN ANTONIO, TEXAS 78222

DULY AUTHORIZED AGENT

STATE OF TEXAS
 COUNTY OF BEXAR

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED
JAMES M. FERNANDEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
 THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME
 FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY
 THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS 16 DAY OF July, A.D. 2015

JUSTIN WARREN
 Notary Public, State of Texas
 My Commission Expires
 April 01, 2018

THIS PLAT OF HAYS ST. BRIDGE LANDING SUBDIVISION IDZ HAS BEEN
 SUBMITTED TO THE CITY OF SAN ANTONIO, TEXAS AND FIRING BEING
 REVIEWED BY THE DIRECTOR OF DEVELOPMENT SERVICES, IS HEREBY
 APPROVED IN ACCORDANCE WITH STATE OR LOCAL LAWS AND
 REGULATIONS; AND/OR WHERE ADMINISTRATIVE EXCEPTIONS) HAVE
 BEEN GRANTED.

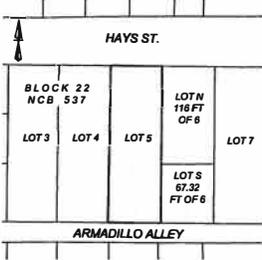
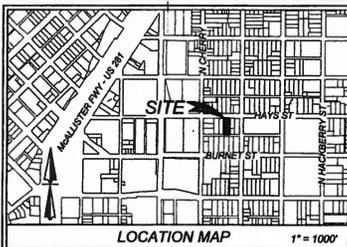
DATED THIS 31 DAY OF July, A.D. 2015

BY: **CHRISTOPHER J. GIBSON**
 COUNTY CLERK, BEXAR COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF BEXAR
 I, **CHRISTOPHER J. GIBSON**, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS
 PLAT WAS FILED FOR RECORD IN MY OFFICE, ON THE 31 DAY OF July,
 A.D. 2015, AT 10:08 AM AND DULY RECORDED IN THE 150322 VOLUME OF
 A.D. 2015, AT 10:08 AM IN THE DEED AND PLAT RECORDS OF BEXAR COUNTY IN
 BOOK NO. 9168 ON PAGE 43

IN TESTIMONY WHEREOF, I WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE,
 THIS 31 DAY OF July, A.D. 2015
 COUNTY CLERK, BEXAR COUNTY, TEXAS

BY: **[Signature]** DEPUTY
 PG. 1 OF 1



SUBJECT AREA
 SCALE 1" = 100'
 THE AREA BEING PLATTED IS ALL OF ARBITRARY LOT 4,
 BLOCK 22, NCB 537, AS RECORDED IN VOL. 16912, PG.
 1638 OF OFFICIAL PUBLIC RECORDS OF BEXAR
 COUNTY, TEXAS.

- LEGEND**
- FRSP = FOUND 1/2" IRON ROD / PIN
 - SR = SET 1/2" IRON ROD WITH BLUE CAP STAMPED "KFW SURVEYING"
 - RLW = RIGHT-OF-WAY
 - D.P.R. = DEED AND PLAT RECORDS
 - O.P.R. = OFFICIAL PUBLIC RECORDS
 - ARB = ARBITRARY

STATE OF TEXAS
 COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN
 GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE
 LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL
 REQUIREMENTS OF THE UNITED DEVELOPMENT CODE, EXCEPT FOR THOSE
 VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

Craig P. Fletcher
 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
 COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM
 STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND
 SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND.

Theresa A. Began
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5872
 KFW SURVEYING, LLC
 FIRM LICENSE NO. 1912200
 14803 HUEBNER ROAD, BLDG. 40
 SAN ANTONIO, TEXAS 78230
 PHONE: 210-978-8441
 FAX: 210-978-8441

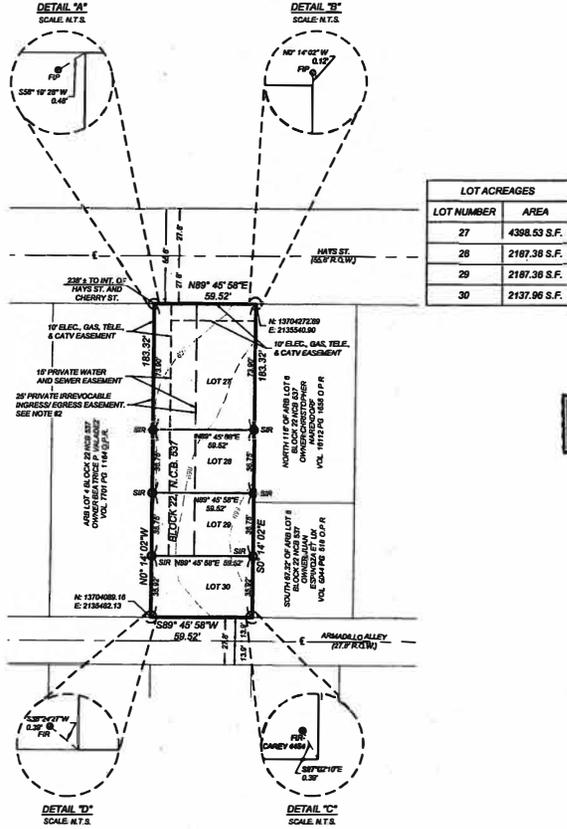
- NOTES:**
- FRESHED FLOOR ELEVATIONS MUST BE MINIMUM OF (6) INCHES ABOVE FINAL ADJACENT GRADE. (25-844)(2) (9-4-89)
 - PRIVATE 25' IRREVOCABLE INGRESS/EGRESS EASEMENT TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (H.O.A.) FOR THE SOLE USE OF LOTS 27 - 30, BLOCK 22.
 - THE ELEVATIONS FOR THIS SURVEY ARE BASED ON BEXAR COUNTY LEAD DATA ACQUIRED BY TWOB/TWOS & SARA BETWEEN MARCH 2011 AND NOVEMBER 2011.

MAINTENANCE NOTE:
 THE MAINTENANCE OF DRAINAGE EASEMENTS, GREENBELTS, AND OTHER PERMISSIBLE SPACES SHOWN HERE ON SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNERS ASSOCIATION AND THEIR SUCCESSORS OR ASSIGNEES AND NOT THE RESPONSIBILITY OF THE CITY OF SAN ANTONIO OR BEXAR COUNTY.

- C.P.S. NOTES:**
- THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE) SUBJECT TO HEREBY IDENTIFIED EASEMENTS AND RIGHT-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "SERVICE EASEMENT," "UTILITY EASEMENT," "WATER EASEMENT," "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, AND DIRECTING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPES AND/OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER ADJACENT LAND, THE RIGHT TO RELOCATE SAID FACILITIES WITHIN SAID EASEMENT, AND RIGHT-OF-WAY AREAS, AND THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES OR PARTS THEREOF OR OTHER OBSTRUCTIONS WHICH OBSTRUCT OR IMPAIR THE EFFICIENCY OF SAID LINES OR APPURTENANCES THEREOF; IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS.
 - ANY C/P/S EQUIPMENT MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF C/P/S EQUIPMENT, LOCATED WITHIN SAID EASEMENTS, DUE TO GRADE CHANGES OR DRAINAGE ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR DRAINAGE ELEVATION ALTERATIONS.
 - THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE IDENTIFIED HEREON.
 - CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
 - NOOD OVERHANGS ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC, GAS, TELEPHONE AND CABLE T.V. EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC, GAS, TELEPHONE AND CABLE T.V. FACILITIES ARE PROVIDED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.

- CONV. NOTE:**
 THE NUMBER OF EQUIVALENT DWELLING UNITS (EDUs) PAID FOR THIS SUBDIVISION PLAT ARE REPT ON FILE AT THE SAN ANTONIO WATER SYSTEM UNDER THE PLAT NUMBER 150322 BY THE DEVELOPER'S SERVICE CONTRACT.
- IMPACT FEE PAYMENT DUE:**
 WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PROVIDED TO WATER METRO SET THROUGH WASTEWATER SERVICE CONNECTION.
- SURVEYOR NOTES:**
- 1/2" DIAMETER REBAR WITH A BLUE PLASTIC CAP STAMPED "KFW SURVEYING" SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
 - BASIS OF BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 49N, NORTH AMERICAN DATUM (NAD) OF 1983.
 - THE COORDINATES SHOWN HEREON ARE GRID WITH A COMBINED SCALE FACTOR OF 1.0007.
 - REFERENCED PROPERTY IS IN ZONE 4X AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN AS SCALED FROM FEMA FLOOD MAP 530 OF THE COMMUNITY PANEL NO. 48030N-160, EFFECTIVE DATE SEPTEMBER 28, 2010.

SMALL HIGH PRESSURE NOTE:
 A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION 145 FEET WHERE THE STAT. PRESSURE WILL NORMALLY EXCEED 40 P.S.I. AT ALL SUCH LOCATIONS, THE DEVELOPER OR BUILDER SHALL INSTALL AT EACH LOT, ON THE CUSTOMER'S SIDE OF THE METER, AN APPROVED FIVE PRESSURE REGULATOR IN CONFORMANCE WITH THE PLUMBING CODE OF THE CITY OF SAN ANTONIO.



LOT ACRESAGES	
LOT NUMBER	AREA
27	4308.53 S.F.
28	2187.38 S.F.
29	2187.36 S.F.
30	2137.96 S.F.



RECORDED MEMORANDUM
 AT THE TIME OF RECORVATION, THIS
 INSTRUMENT WAS FOUND TO BE INADEQUATE
 BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO
 COPY, DISCOLORED PAPER, ETC.
 DATE 02/16/2015 11:52:51 AM BY: 942 89
 FILED & RECORDED IN THE PUBLIC RECORDS OF BEXAR COUNTY
 CLERK OF BEXAR COUNTY
 Book 9688 Page 43
 3pgs

Exhibit B
Center City Housing Incentive Policy

AN ORDINANCE 2012-06-21-0501

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

* * * * *

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

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

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

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

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

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

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

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

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

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

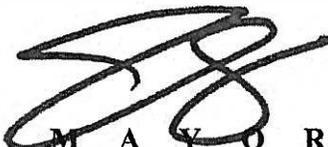
SECTION 1. City Council approves and adopts the Center City Implementation Plan, as attached in Exhibit A, and the Center City Housing Incentive Policy as attached in Exhibit B. Upon the effective date of this Ordinance, City staff is authorized to negotiate and execute any and all related forms and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

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

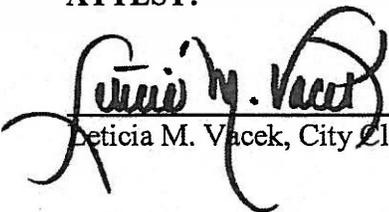
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders,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

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

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

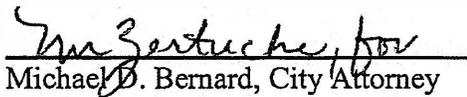

M A Y O R
Julián Castro

ATTEST:



Deticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney

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

Section 1. Background and Eligibility:

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

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

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

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

Section 2. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Geographic Area

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

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

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

Section 4. Fee Waivers

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

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

Section 5. Real Property Tax Reimbursement Grant

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

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

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

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

Section 6. Inner City Incentive Fund Loan

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

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

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

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

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

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

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

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

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

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

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

Section 7. Mixed Use Forgivable Loan

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

Section 8. CCHIP Exceptions

Any exceptions to the CCHIP require City Council approval.

Section 9. CCHIP Review and Term

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

Section 10. Recapture Provisions

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

Section 11. Administration of the CCHIP

The Center City Development Office will administer the CCHIP.

Section 12. Legal Documents

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

Exhibit C
Developer's CCHIP Application



Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: Juan M. Fernandez Title: Manager
 Company: Sandalwood LLC
 Project Role: Developer/Builder
 Address, City, ST, ZIP: 1501 S. Flores, San Antonio TX 78204
 Phone: _____ Fax: _____ Email: _____

Project Information

Project Owner / Developer: Sandalwood LLC
 Other Associated Entities and Roles: _____
 Project Name: 422 Hays St.
 Project Site Address: 422 Hays St
 Start Date: 10/2015 Completion Date: 05/2016
 Cost of public improvements: \$ 20,000.00
 Estimated total project cost: \$ 815,000.00 (including public improvements)
 Housing units created: 4 Rentals For Sale
 Housing units per acre: 16
 Target rental price per square foot: \$ _____ / Target sales price per square foot: \$ 195.00
 Square feet of retail space: _____ Square feet of commercial office space: _____
 Estimated number of new jobs to be created, if any: _____

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

SA2020
 CCHIP

Project Categories

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

Other Project Features

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

Site Information

City Council District #: 2 Current Zoning: IDZ

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

Property ID#: 105384 Acreage: 0.2521
Current Value: Land: \$21,080.00 Improvements: \$0.00

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: \$ 18,306 (must obtain written estimate from SAWS)

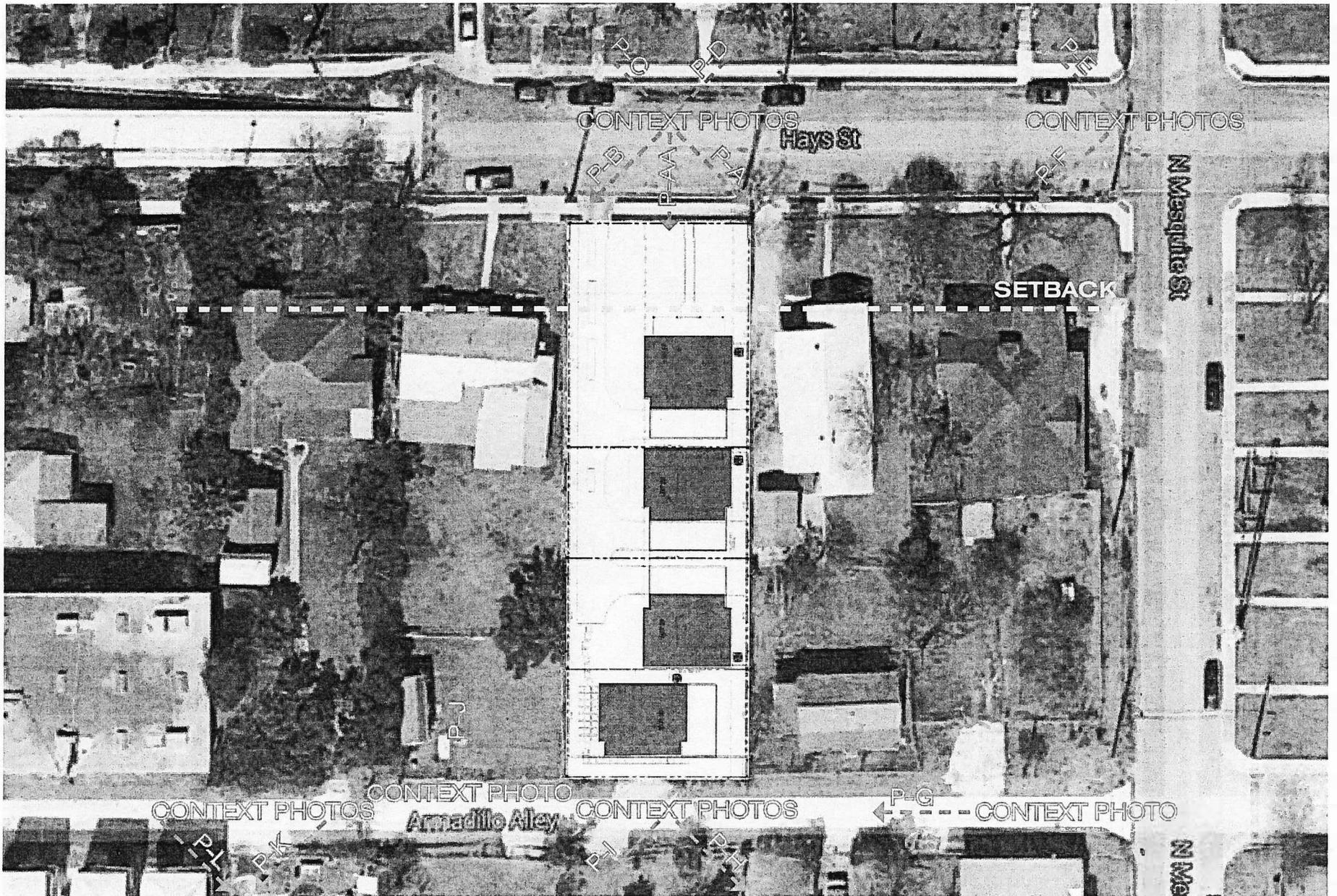
Projected time to install water/sewer services: (season and year) November 2015

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

- Equity
- Housing Tax Credits
- Conventional Bank Financing
- 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 SAWS @ 210-233-2009)
- Project Proforma



SITE CONTEXT

SEE CONTEXT PHOTOS ON THE CONSECUTIVE PAGES

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



P-AA
CONTEXT PHOTOS - EXISTING SITE

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS
JUNE 17, 2015



Project Awards

107 Leigh St.

- Winner of Honorable Mention at the 2014 National Green Building Awards of the National Association of Home Builders in Las Vegas
- Winner of the 2012 City of San Antonio Green Building Award for Residential New Construction
- Emerald level certification to the National Green Building Standard, there are currently a total of 79 homes across the country that have been certified Emerald – this is the 11th Emerald-level Green Certified home in Texas
- First Level 3 Solar home certified by the Build San Antonio Green Program in a Historic Neighborhood and was featured in the 2012 San Antonio Green Home Tour.
- Energy Star certified home with a HERS index of 17 (a new home which meets the current energy standard has a HERS index of 100, the lower the better)
- Earned the WaterSense label for meeting the U.S. Environmental Protection Agency's criteria for water-efficient new homes
- First permit in the City of San Antonio to include a gray water recycling system in a house that filters the water of the master shower, master sink and AC condensation and pumps it to the toilets.
- Prewired for a 240 V 45 amps electric vehicle charging station.

327 E. Fest.

- Winner of the 2014 City of San Antonio Green Building Awards
- Certified Energy Star and Level 2 by the Build San Antonio Green Program
- Featured at the San Antonio Green Home

329 E. Fest.

- Honorable Mention at the 2013 Green Gala of Build San Antonio Green
- Certified Gold under the National Green Building Standard
- Featured at the San Antonio Green Home Tour
- Built using Structural Insulated Panels (SIP)

1501 S. Flores, San Antonio TX 78204

www.cvfhomes.com



315 Leigh St.

- Winner of Honorable Mention at the 2011 City of San Antonio Green Building Awards
- First historic house certified by the Build San Antonio Green Program
- Property Eligible for listing in the National Register of Historic Places
- Awarded Ad Valorem Tax Exemption for Historically Significant Property Renovation
- Featured in the San Antonio Express news article "Preserving Historic Integrity" and described as "Lavaca-area home goes green gently"
- HERS index improved by more than 50% after renovation

123 Panama St.

- House certified Energy retrofit level 2 by the Build San Antonio Green Program
- Property Eligible for listing in the National Register of Historic Places
- Featured in the 2012 San Antonio Green Home Tour.
- HERS index improved by more than 50% after renovation

422 Hays Infill

Project Narrative

This project contemplates four new 1300 square foot single-family houses on the IDZ-zoned lot at 422 Hays. All four are two-story and clad with painted siding and panel and have standing-seam metal roofs. The front house with its large front porch is set back from the street in alignment with the houses immediately adjacent on both sides. This plan is the result of several meetings between the developer and the Dignowity Hill Neighborhood Association wherein compromises were reached to the satisfaction of all. Since garnering Conceptual Approval in a previous submission, the following items have been changed as a response to comments by staff and Commissioners:

1. A planting plan has been added, calling out specific plant material by location per Commissioner Laffoon
2. More turf has been added to rear of site to reduce non-organic coverage per Commissioner Laffoon
3. More plant material has been added to the center of the site between driveways per Commissioner Laffoon's comment.
4. 10' radii have been added to driveways to facilitate use and reduce rollover into decomposed granite areas per Commissioners Connor and Guarino's concerns
5. Pervious strips have been added to main driveway where practical per staff and Commission suggestion.
6. Columns at front house have been reduced to 8" square to comply with staff stipulation and Commissioner Connor's request.
7. Fencing type and height clearly delineated on site plan per staff request.

DATE: May 19, 2015

TO: Adriana Ziga, Planner
Office of Historic Preservation
City of San Antonio
adriana.ziga@sanantonio.gov

RE: HBRC Agenda, May 20, 2015, Item #17; Case No. 2015-194-422 Hays

Dear Ms. Ziga,

The purpose of this letter is to express the general support by the Dignowity Hill Neighborhood Association (DHNA) for the applicant's proposed project cited above. In addition, we support your department's findings as presented in the casework.

As always, during the site design and architectural design processes, DHNA requests that OHP's special attention be paid to all properties in the Historic District to ensure that all proposed infill projects maintain the character of the historic district and reflect the intentions of the OHP Historic Design Guidelines.

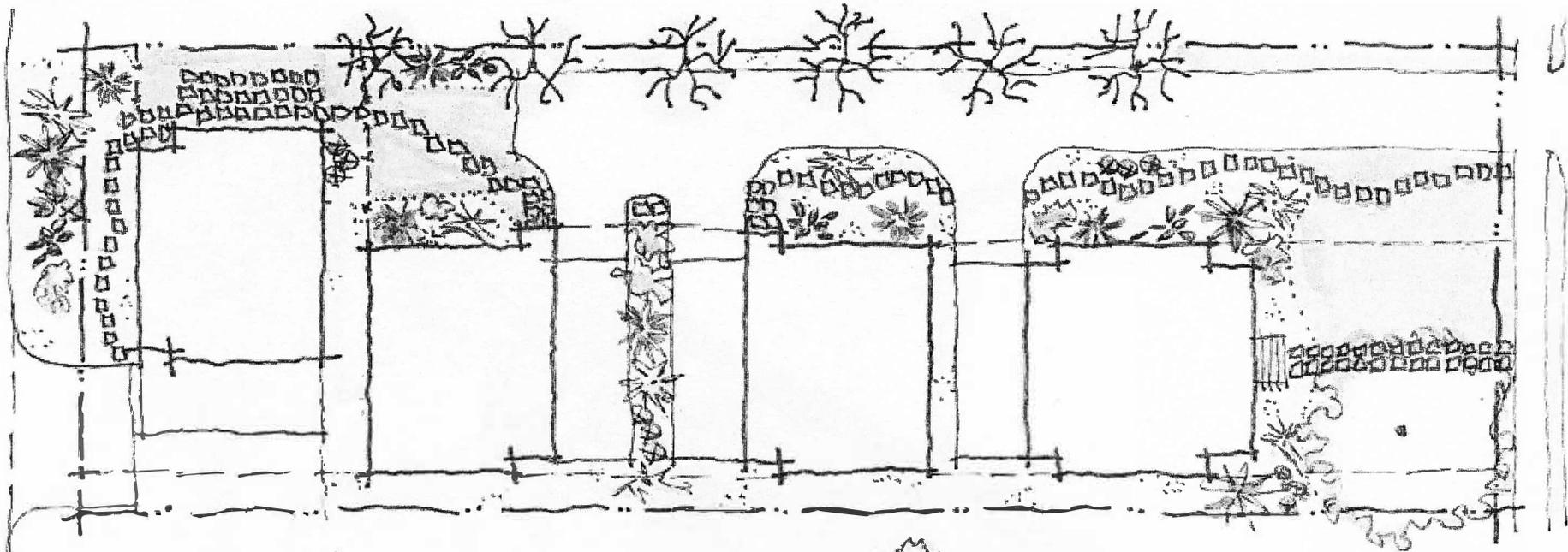
Please do not hesitate to contact us with questions regarding the above.

Sincerely,


By: Donald "Dee" Smith
Title: President
Dignowity Hill Neighborhood Association
donaldasmith@bcglobal.net


By: Brian Dillard
Title: Vice President
Dignowity Hill Neighborhood Association
briandillard@gmail.com

Cc: Jim Bailly, Alamo Architects
Juan Fernandez, CVF Homes
Victor Andonie, MSG Management



- 4 - AGAVE
- 5 - DES YUCCA
- 1 - OPUNTIA

- 6 - CREEPING ROSEMARY
- 13 - PURPLE SALVIA
- 6 - DESERT WILLOW

- 1 - LIVE OAK
- 7 - MEXICAN PRIMROSE
- 3 QUISA TREE

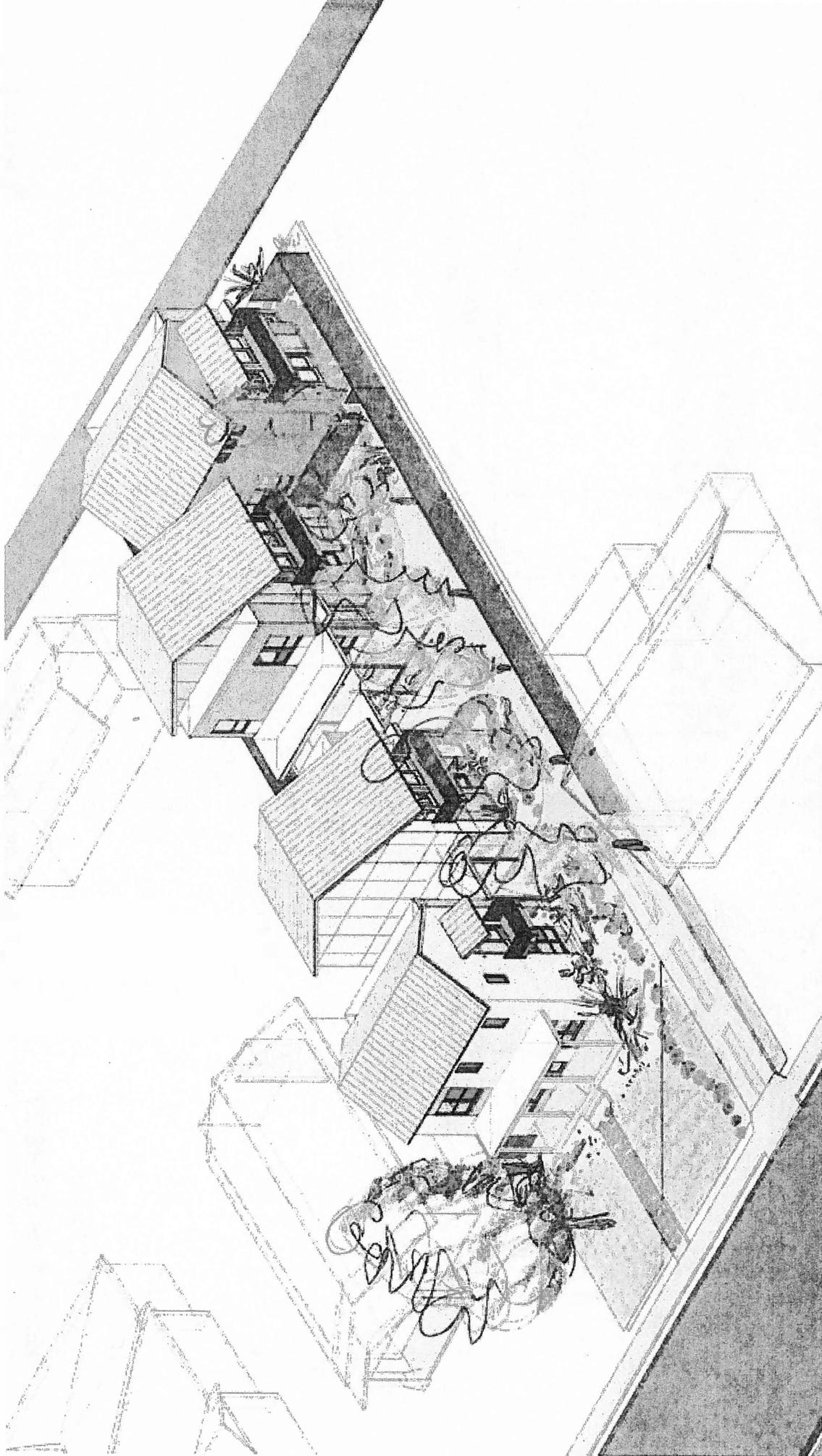
C

PLANTING PLAN

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



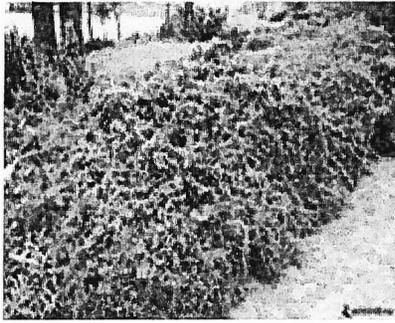
PLANTING AERIAL

422 HAYS STREET

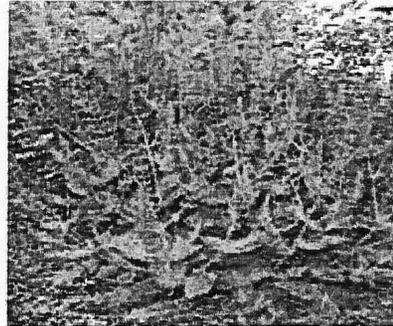
DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015

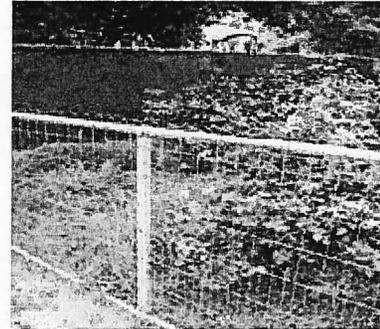
Aiamo
architects



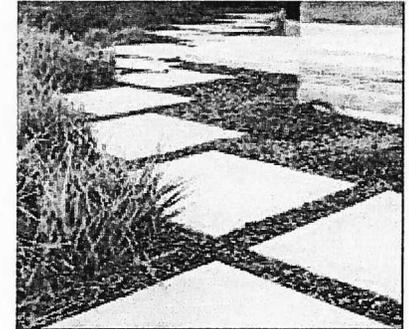
Rosmarinus officinalis 'Creeping Rosemary'



Salvia dorri 'Salvia Purple Chacedony'



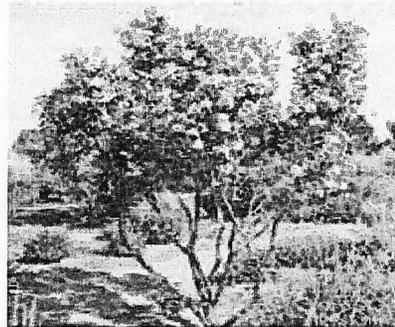
Front Fence "Garden Loop Top"



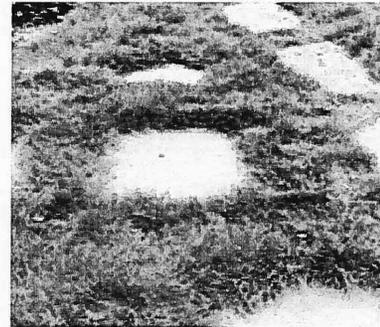
Concrete Pavers



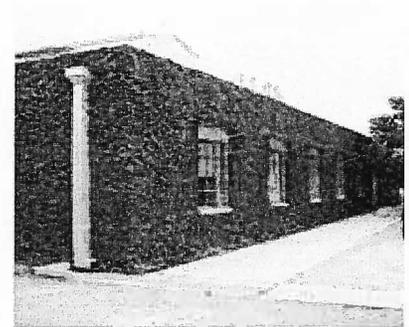
Opuntia santa-rita 'Purple Prickly Pear'



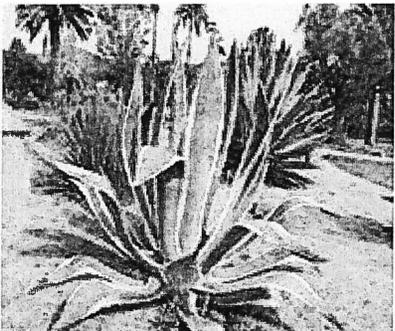
Chilopsis linearis 'Desert Willow Buddha'



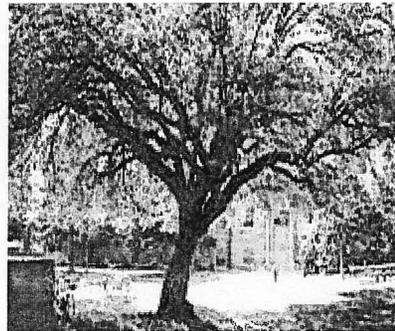
Zoysia



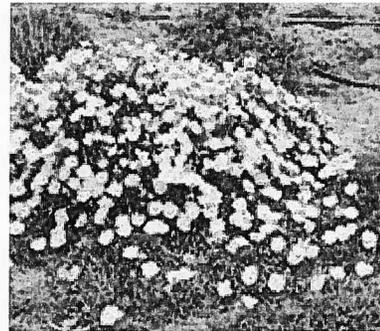
Ficus pumila 'Creeping Fig'



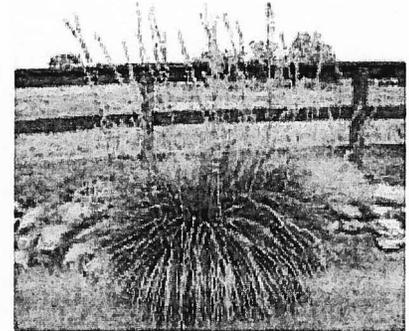
Agave Americana Variegated



Quercus virginiana 'Southern Live Oak'



Oenothera 'Mexican Primrose'



Hesperaloe 'Red Yucca'

PLANT MATERIAL

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015

422 HAYS STREET

PLANT SCHEDULE

&

Pricing

- 1 – *Quercus virginiana* 'Southern Live Oak' 5.5 gal. \$19.99ea
- 4 – *Agave Americana* Variegated 'Variegated Agave' 1.0 gal. \$11.00ea
- 7 – *Oenothera berlandieri* 'Mexican Evening Primrose' - Pink Blooms 2.5 gal. \$5.48ea
- 15 – *Salvia dorri* 'Salvia Purple Chacedony' - Purple Blooms 2.5 qt. \$5.99ea
- 4 – *Opuntia santarita* 'Santa Rita Prickly Pear' - Yellow Blooms 2.8qt \$39.98ea
- 6 – *Rosmarinus officinalis* 'Prostratus' 'Creeping Rosemary' 2.5qt \$10.49ea
- 5 – *Hesperaloe parviflora* 'Red Yucca' - Red Blooms 3.0qt \$13.99ea / 3.5qt \$42.00ea
- 6 - *Chilopsis linearis* 'Desert Willow Budda' – Pink / Purple Blooms 3.75qt \$22.99ea

\$650.35 TTL Planting Material

\$840.00 TTL Sod (+/- 1790 SQF Zoysia 'Palisades' or similar – 4 pallets @ \$210.00ea)

\$1490.35 TTL Plants and Sod

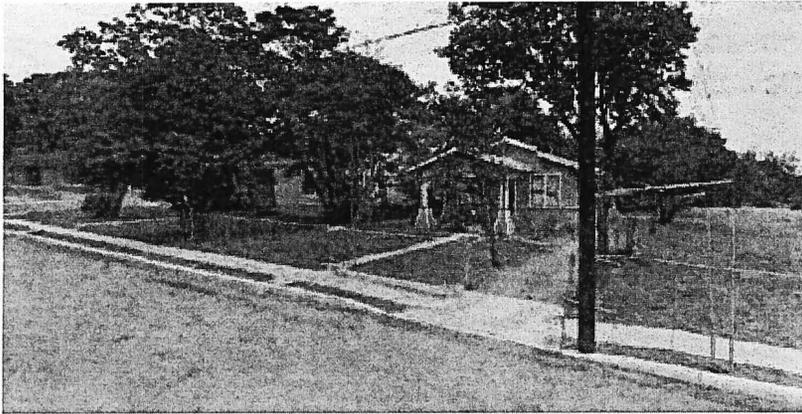
PLANT SCHEDULE

422 HAYS STREET

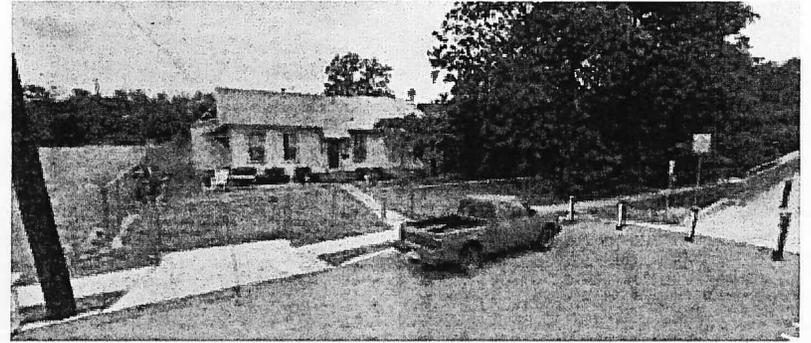
DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015

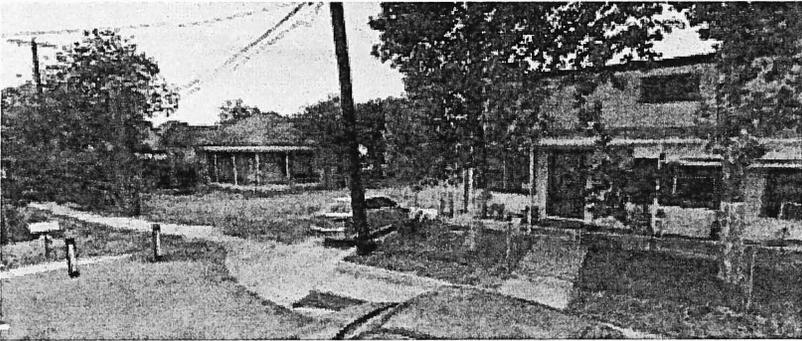
Alamo
architects



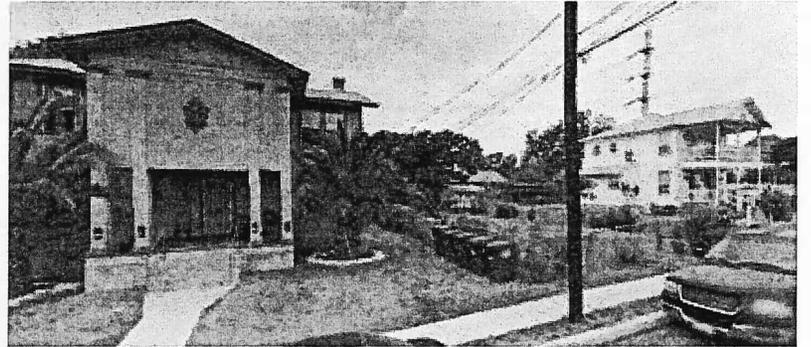
P-A



P-B



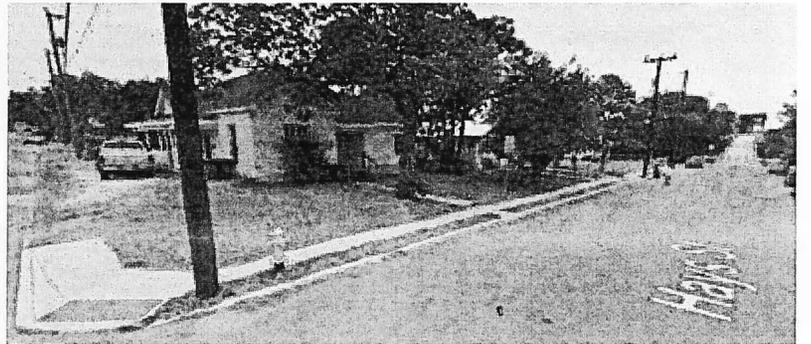
P-C



P-D



P-E



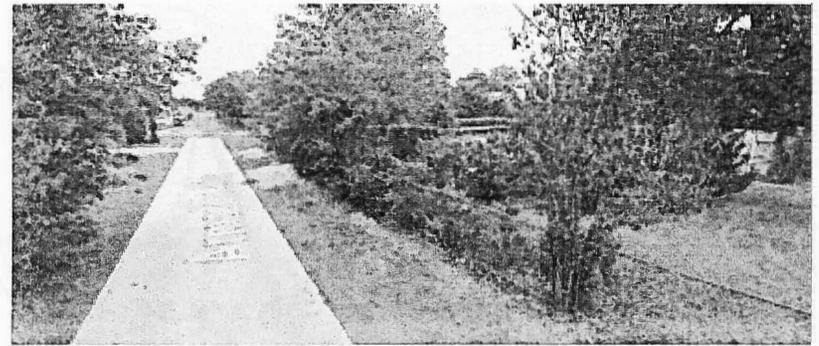
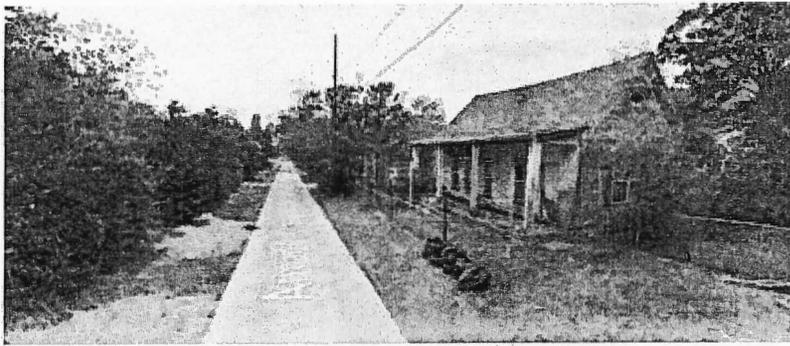
P-F

CONTEXT PHOTOS

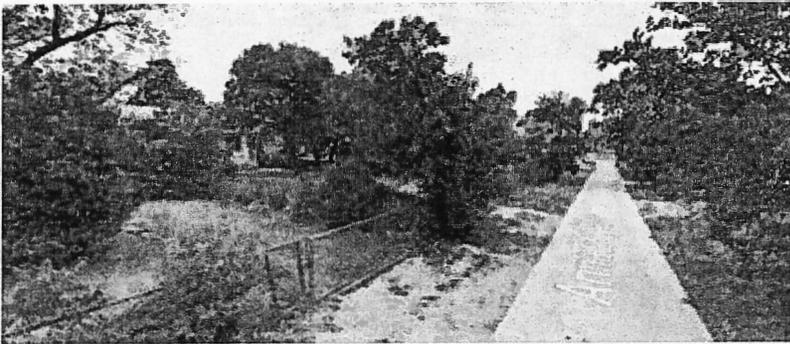
422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

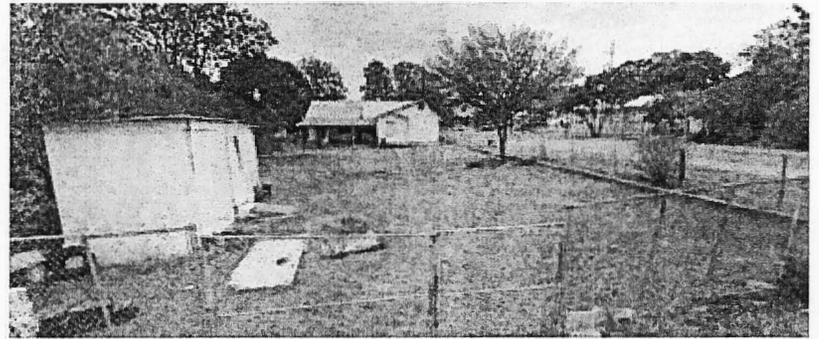
JUNE 17, 2015



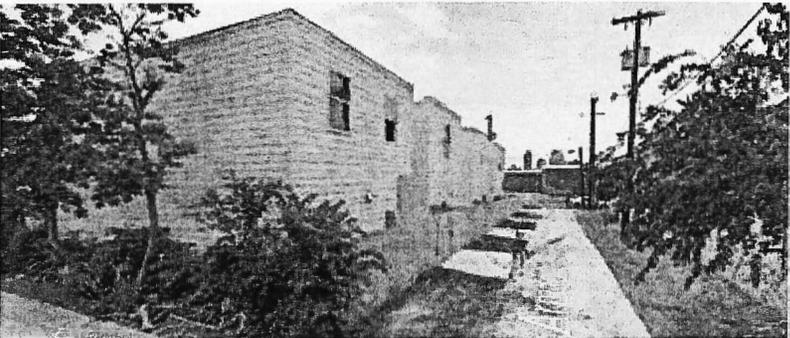
P-G



P-H



P-I



P-J



P-K

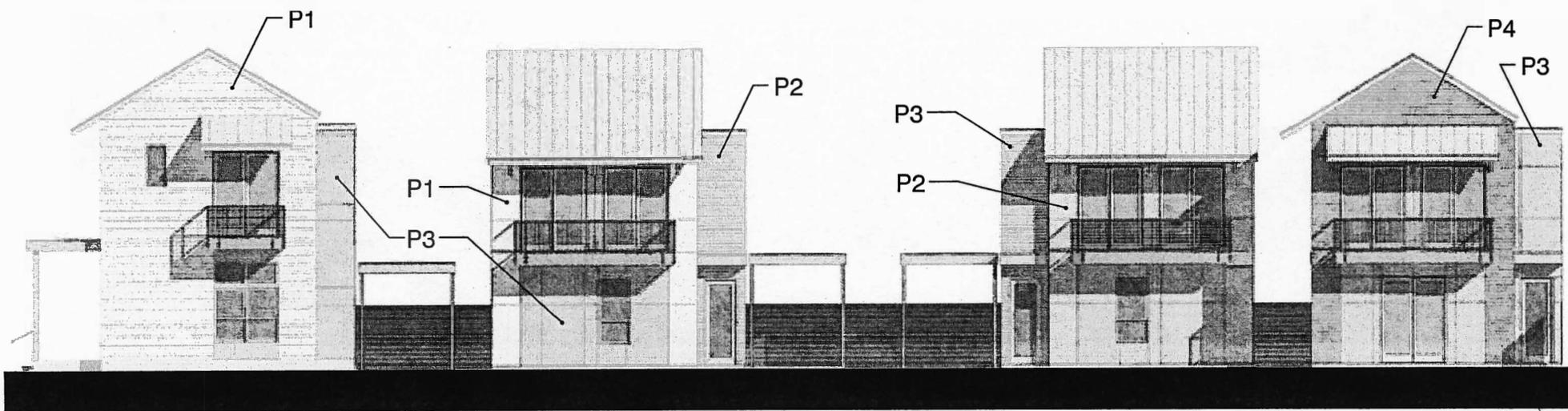
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CONTEXT PHOTOS

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



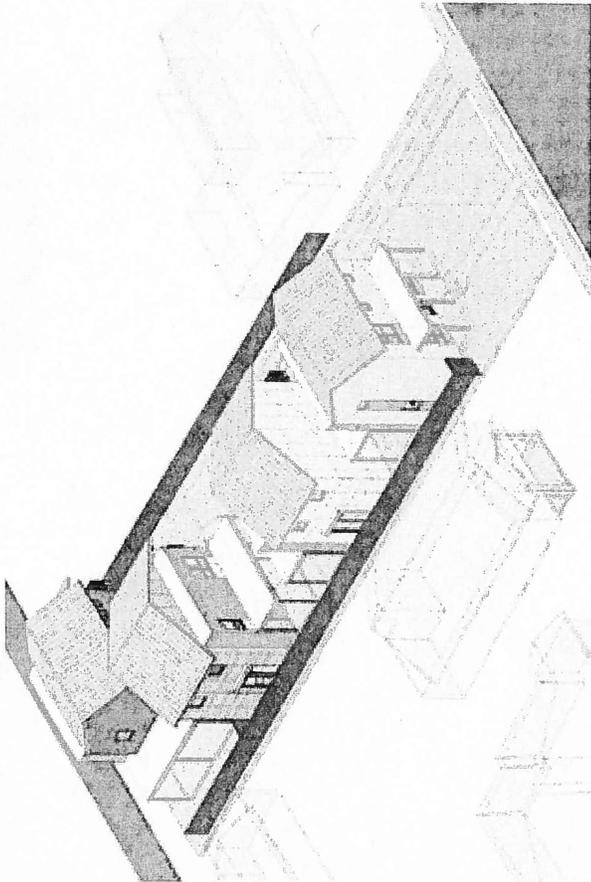
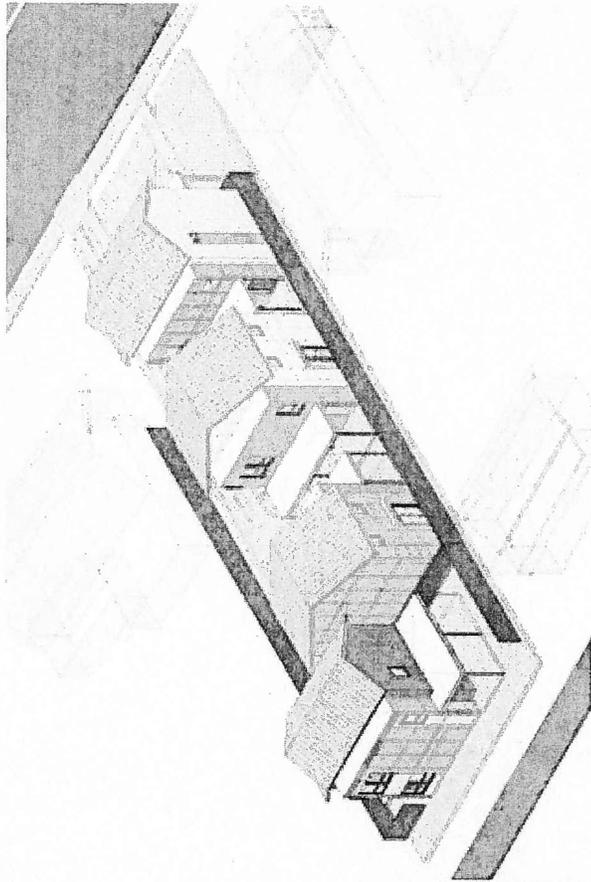
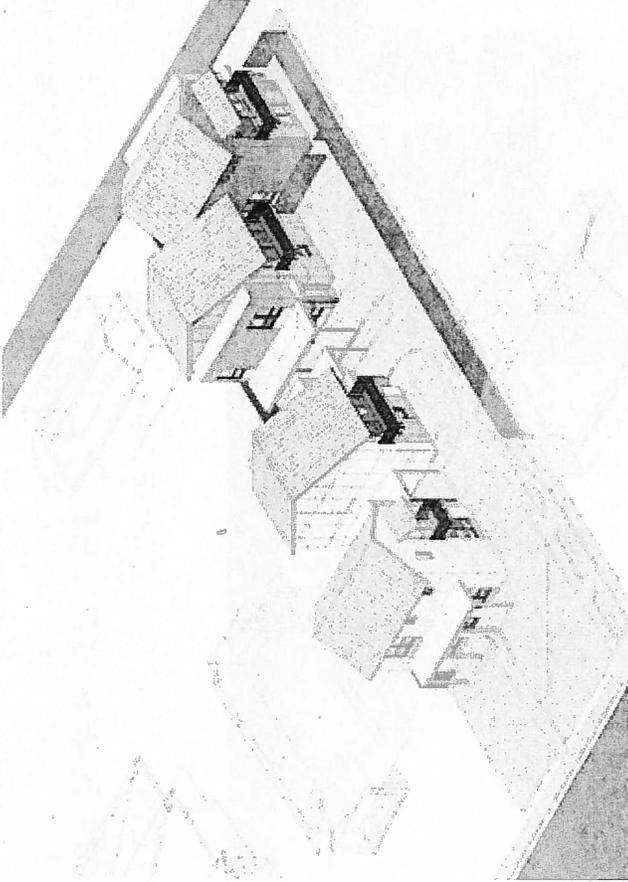
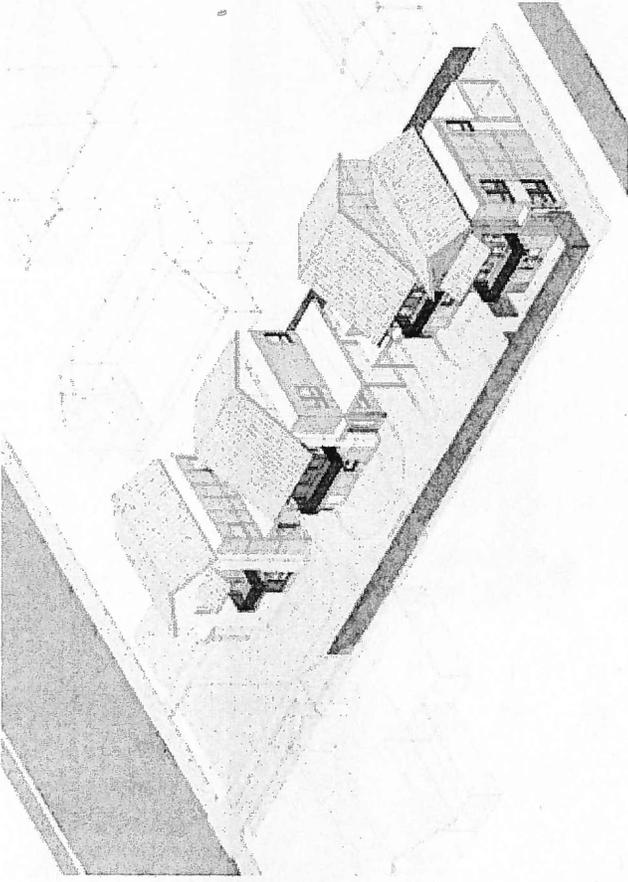
ELEVATION ALONG DRIVEWAY

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015

Alamo
architects

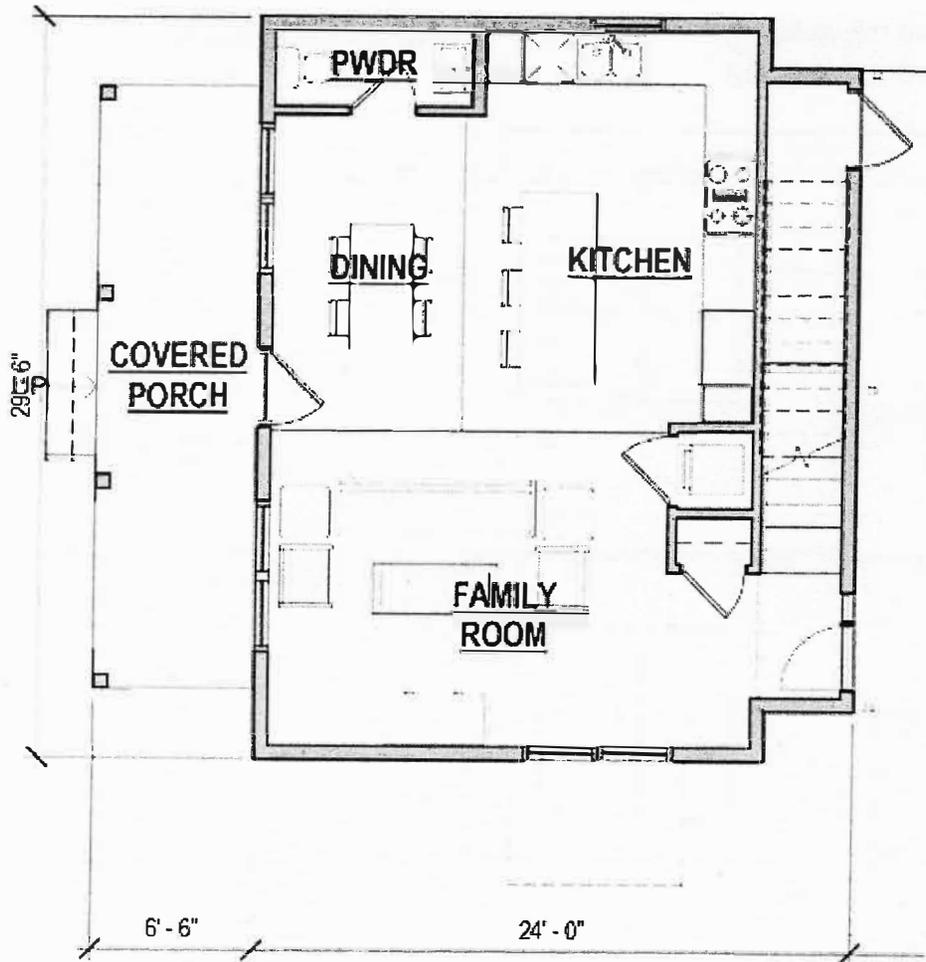


AERIAL VIEWS

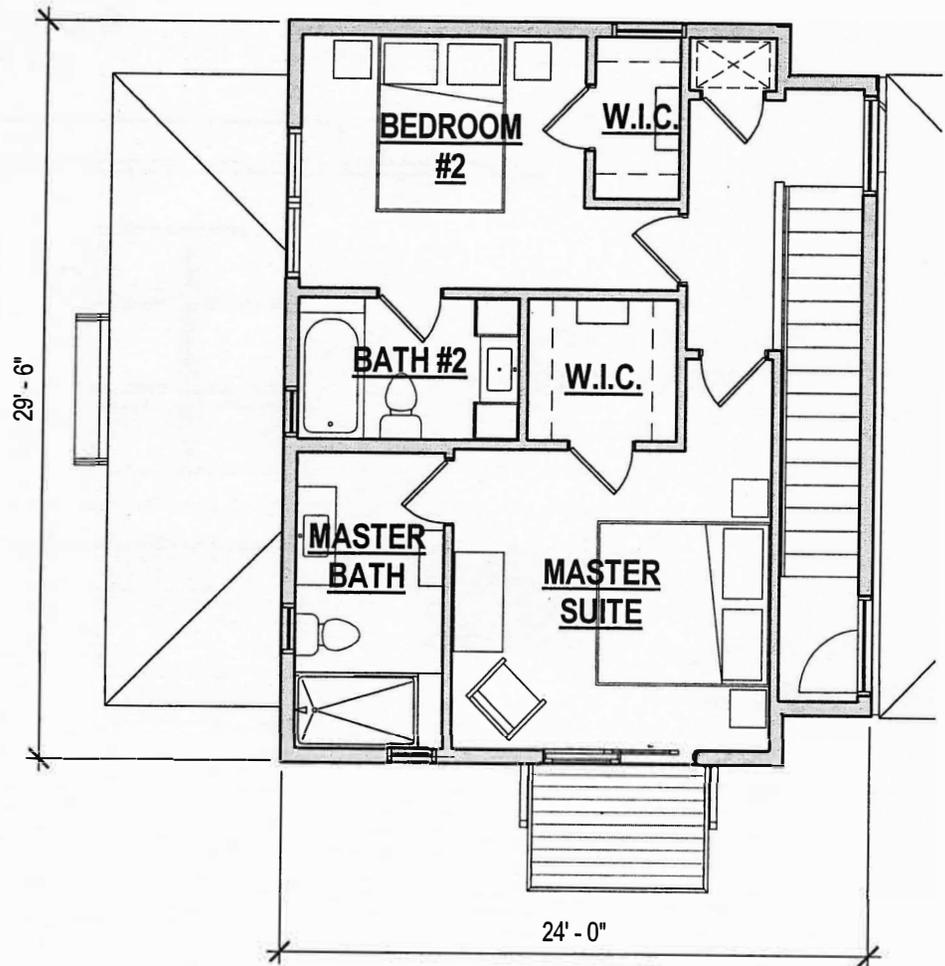
422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



GROUND FLOOR



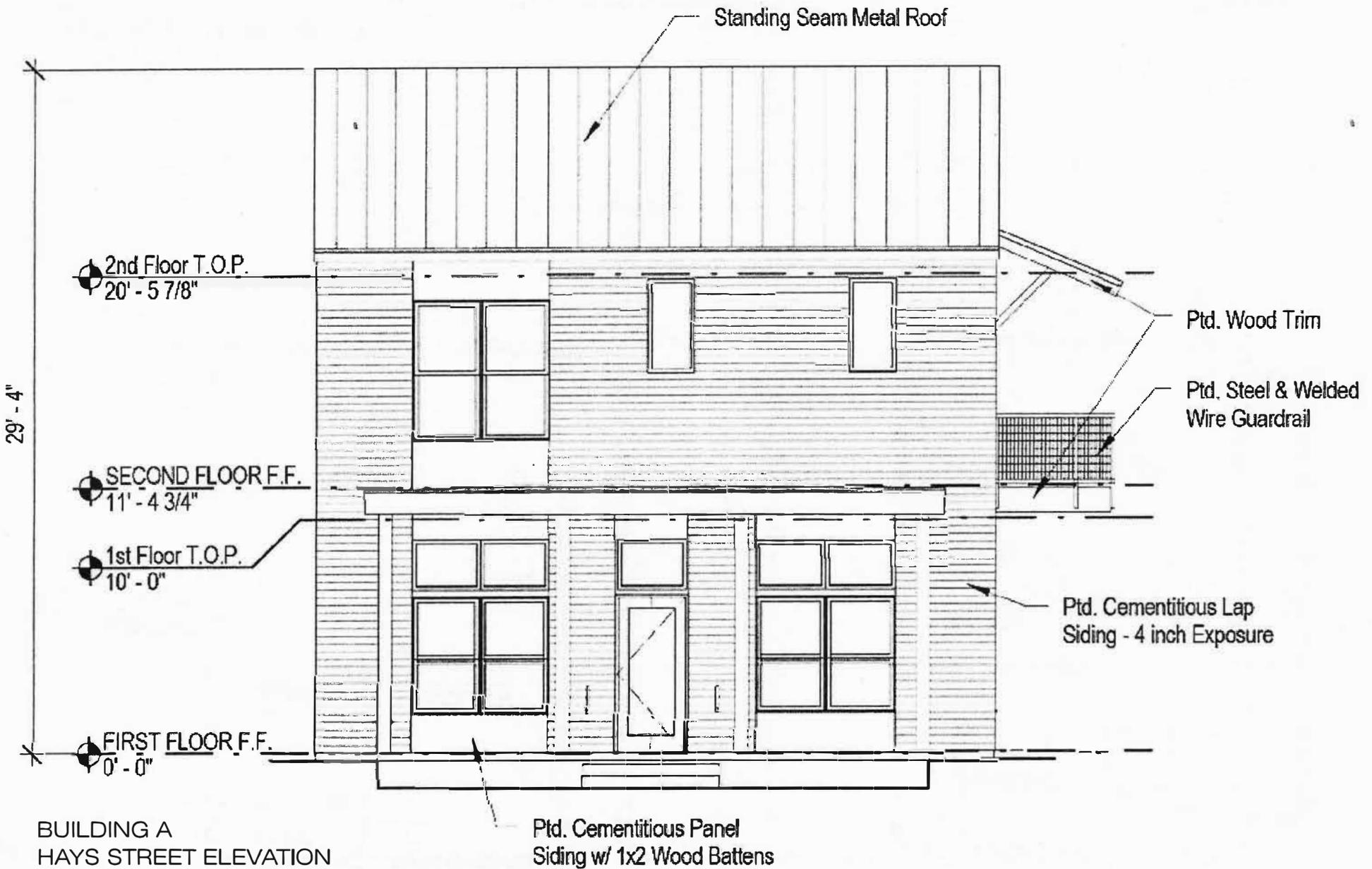
SECOND FLOOR

BUILDING A
FLOOR PLANS

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



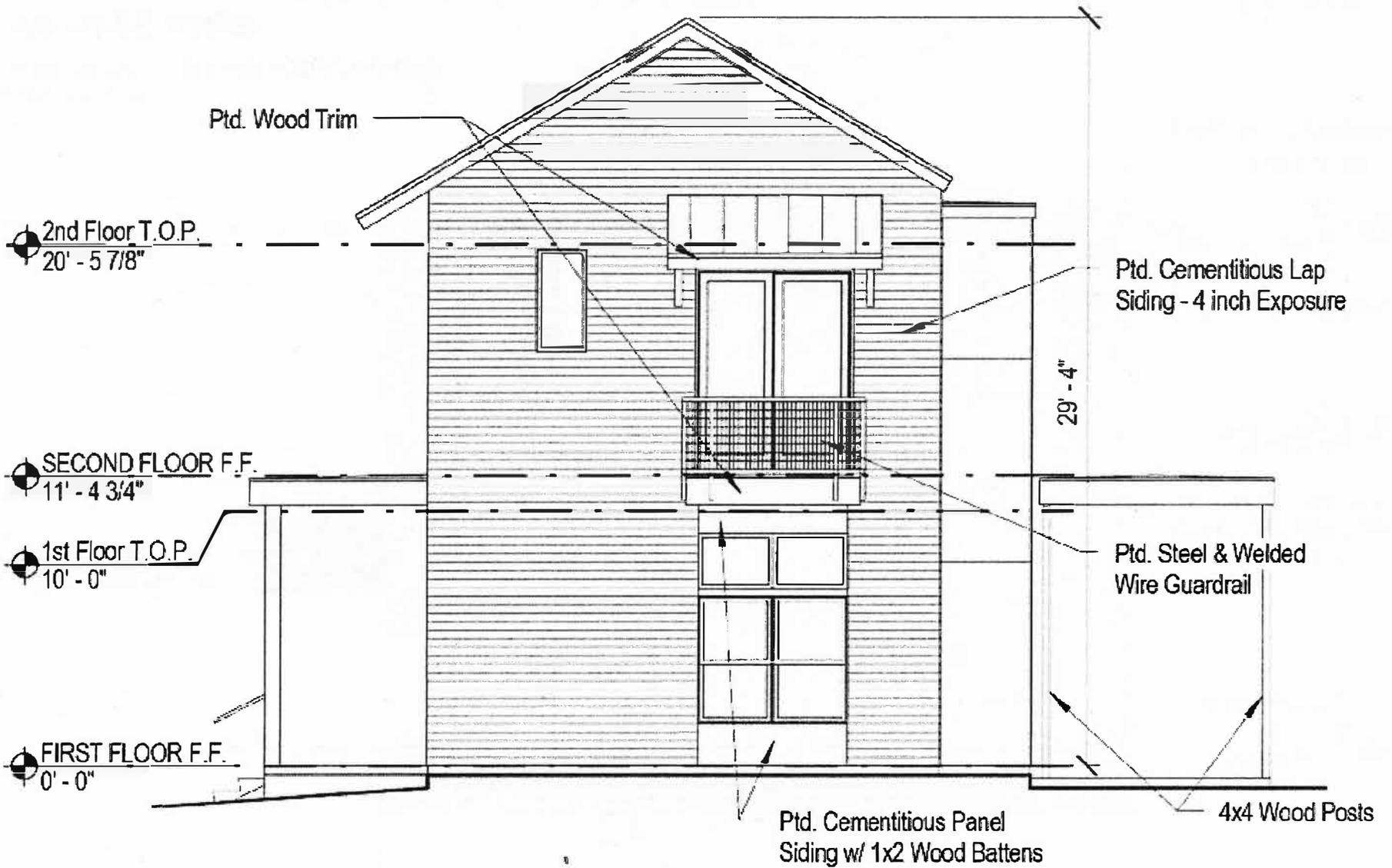
BUILDING A
HAYS STREET ELEVATION

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015

Alamo
architects

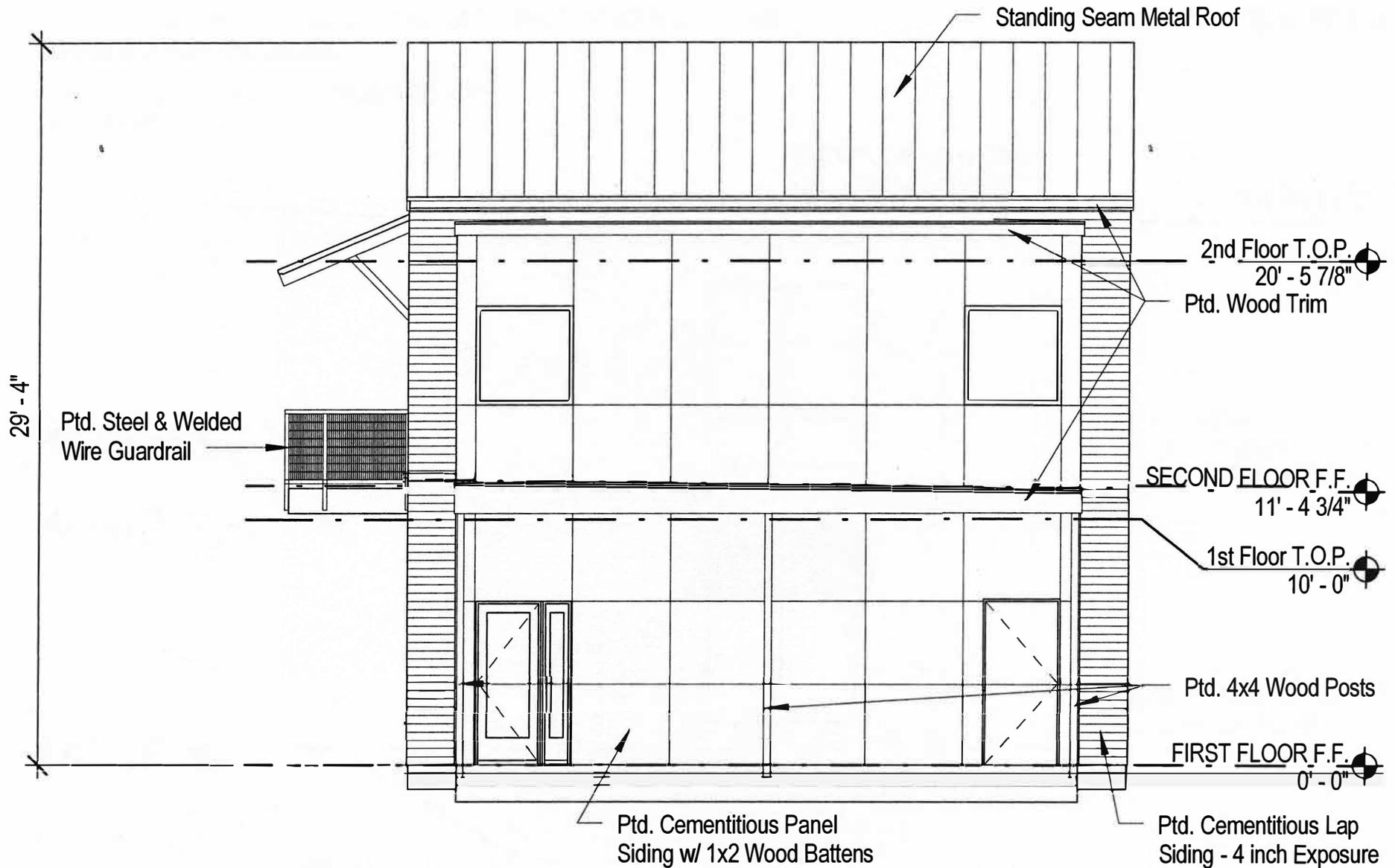


BUILDING A
 SIDE ELEVATION FACING DRIVEWAY

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



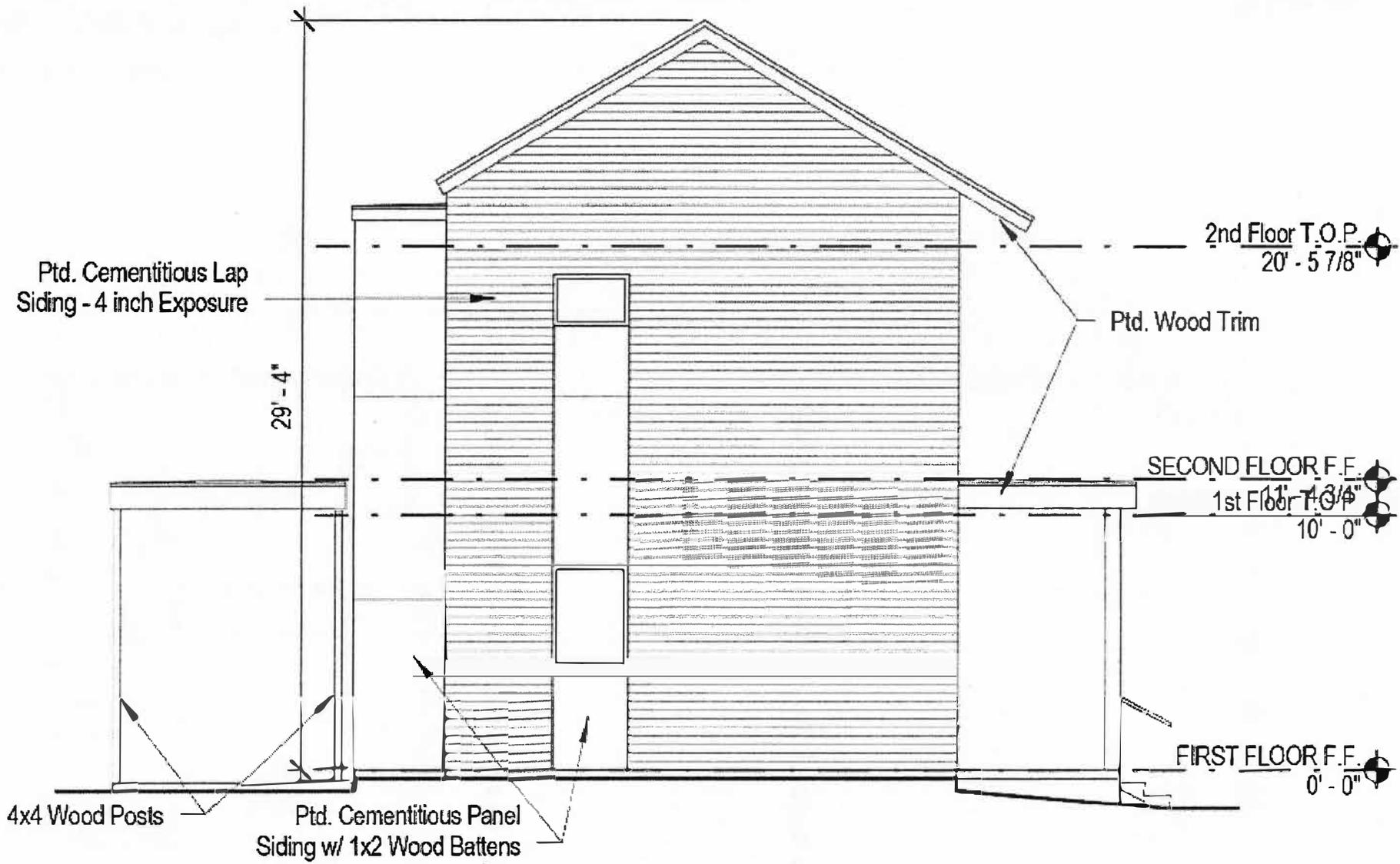
BUILDING A
 REAR ELEVATION FACING CARPORT

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

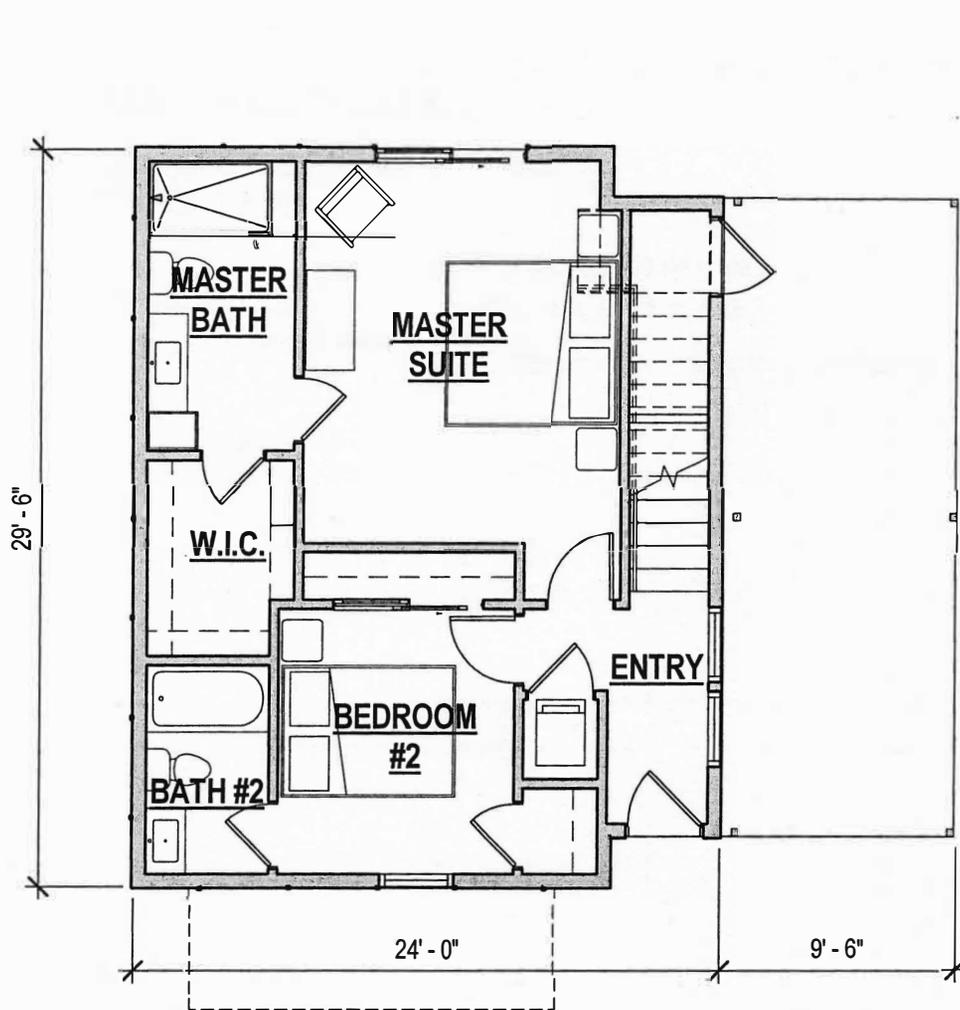
JUNE 17, 2015

Alamo
 architects

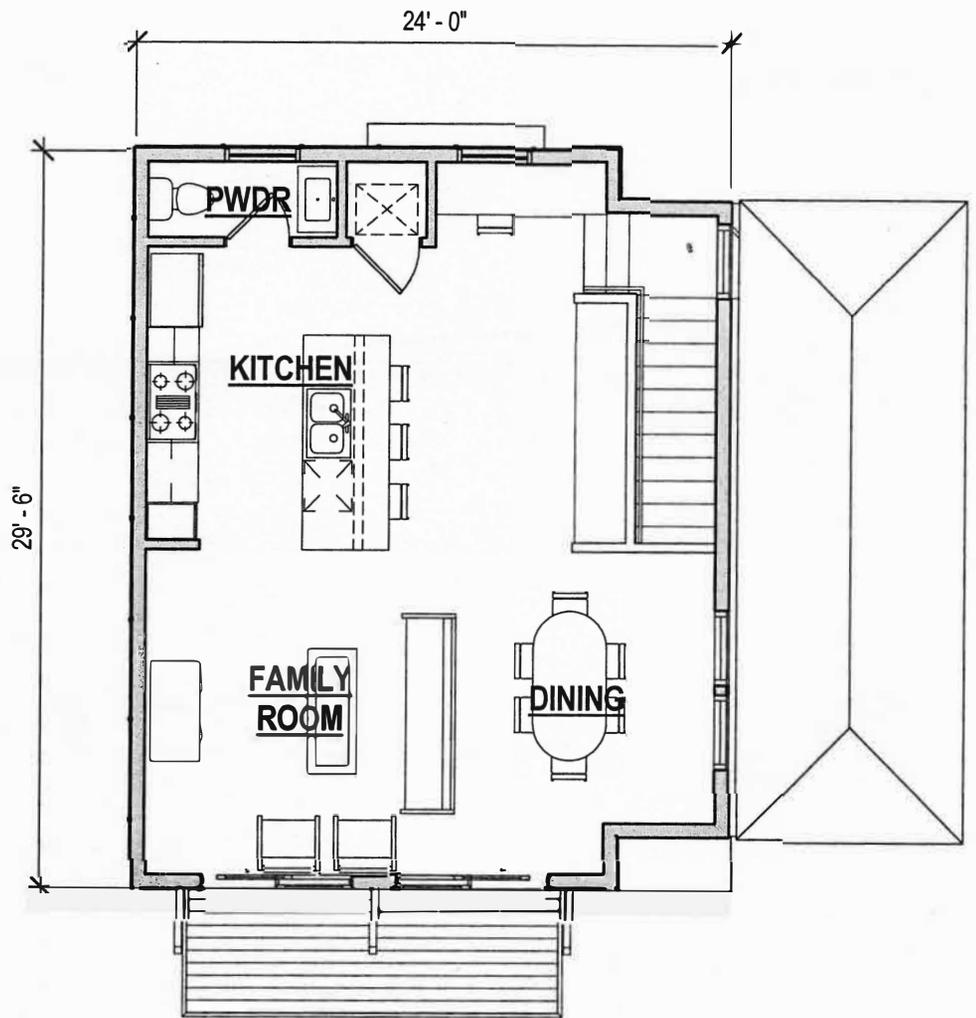


BUILDING A
SIDE ELEVATION FACING FENCE

422 HAYS STREET
DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS
JUNE 17, 2015



GROUND FLOOR



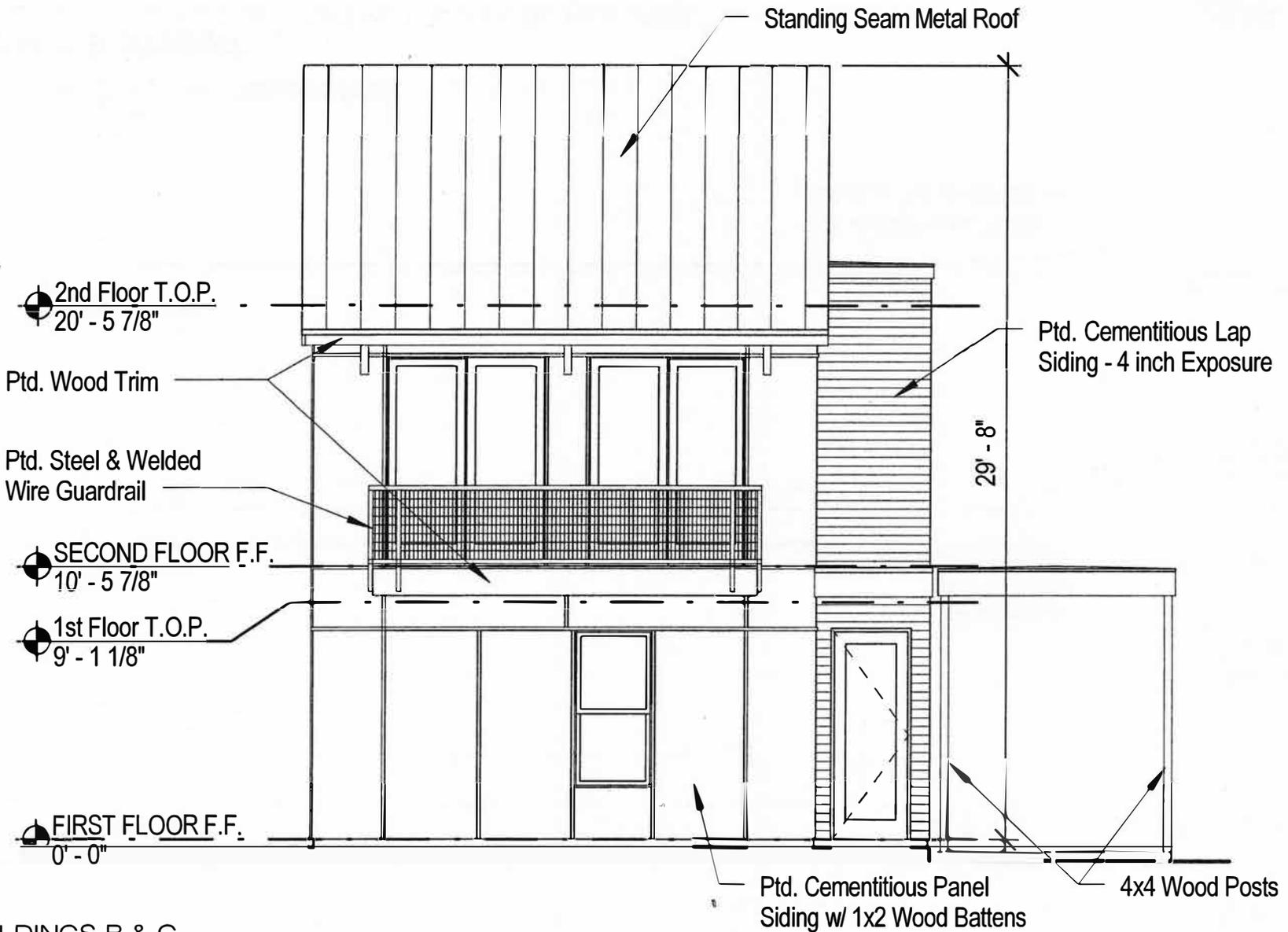
SECOND FLOOR

BUILDINGS B & C
FLOOR PLANS

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015

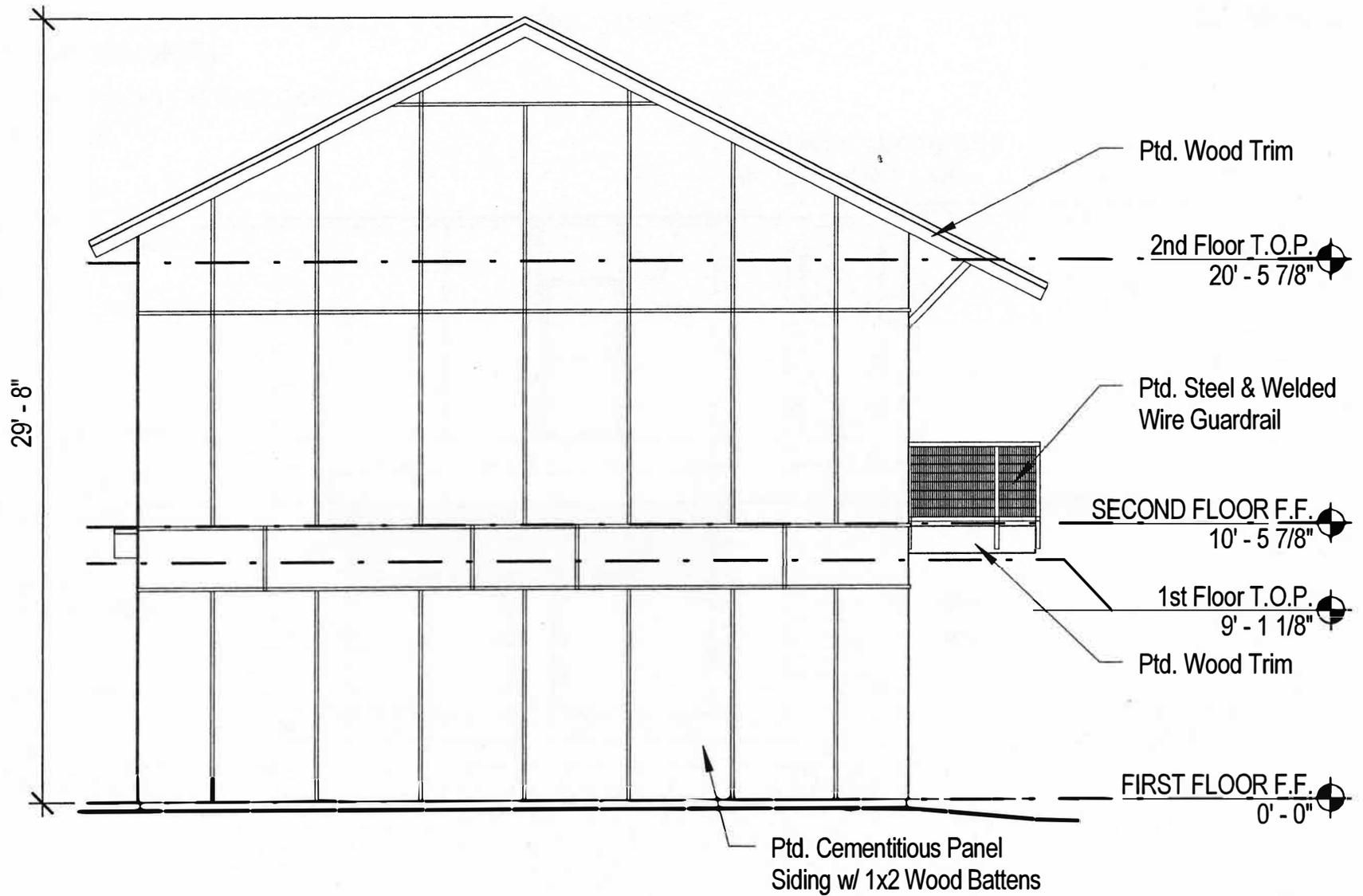


BUILDINGS B & C
 FRONT ELEVATION FACING DRIVEWAY

422 HAYS STREET

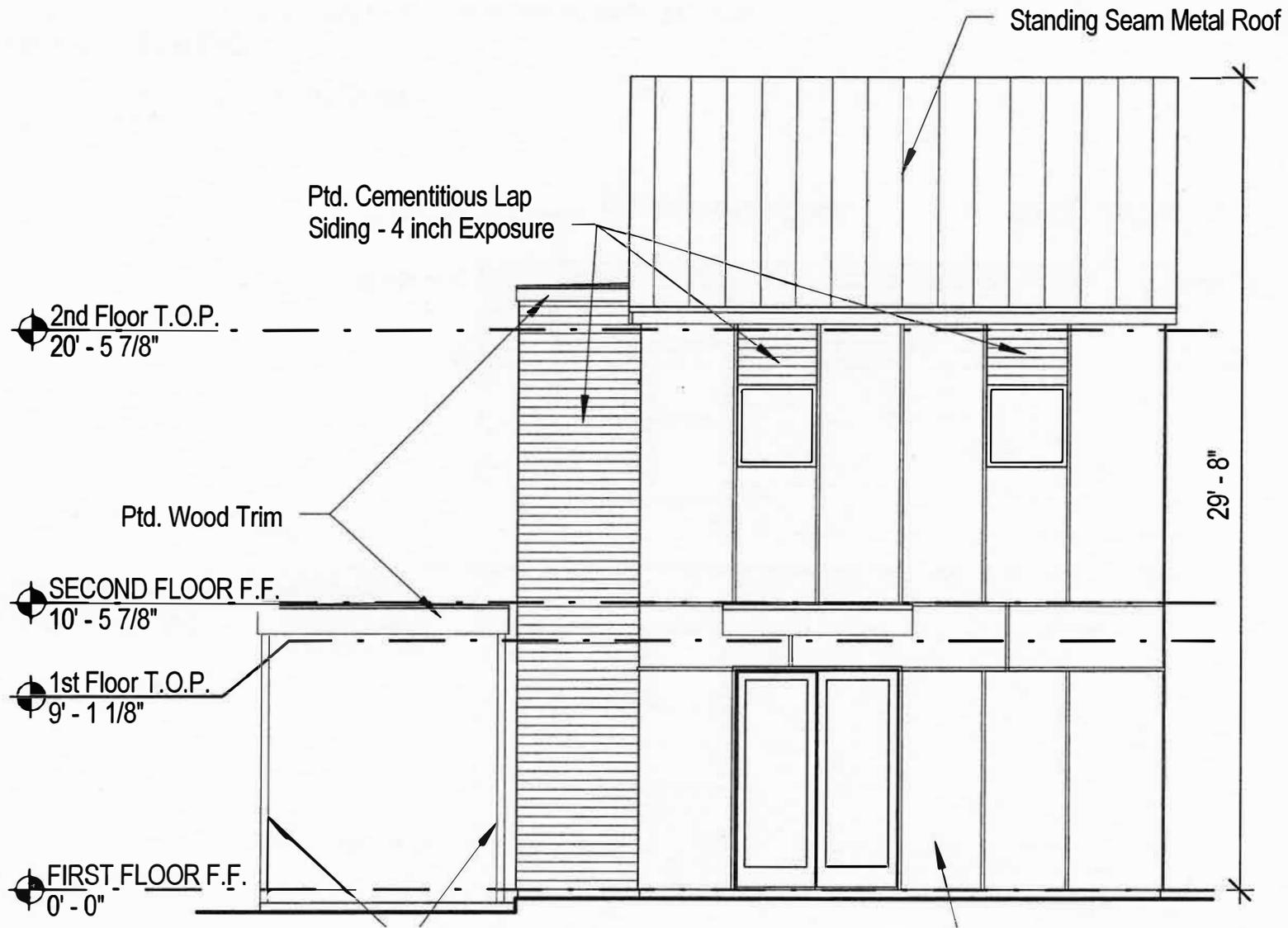
DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



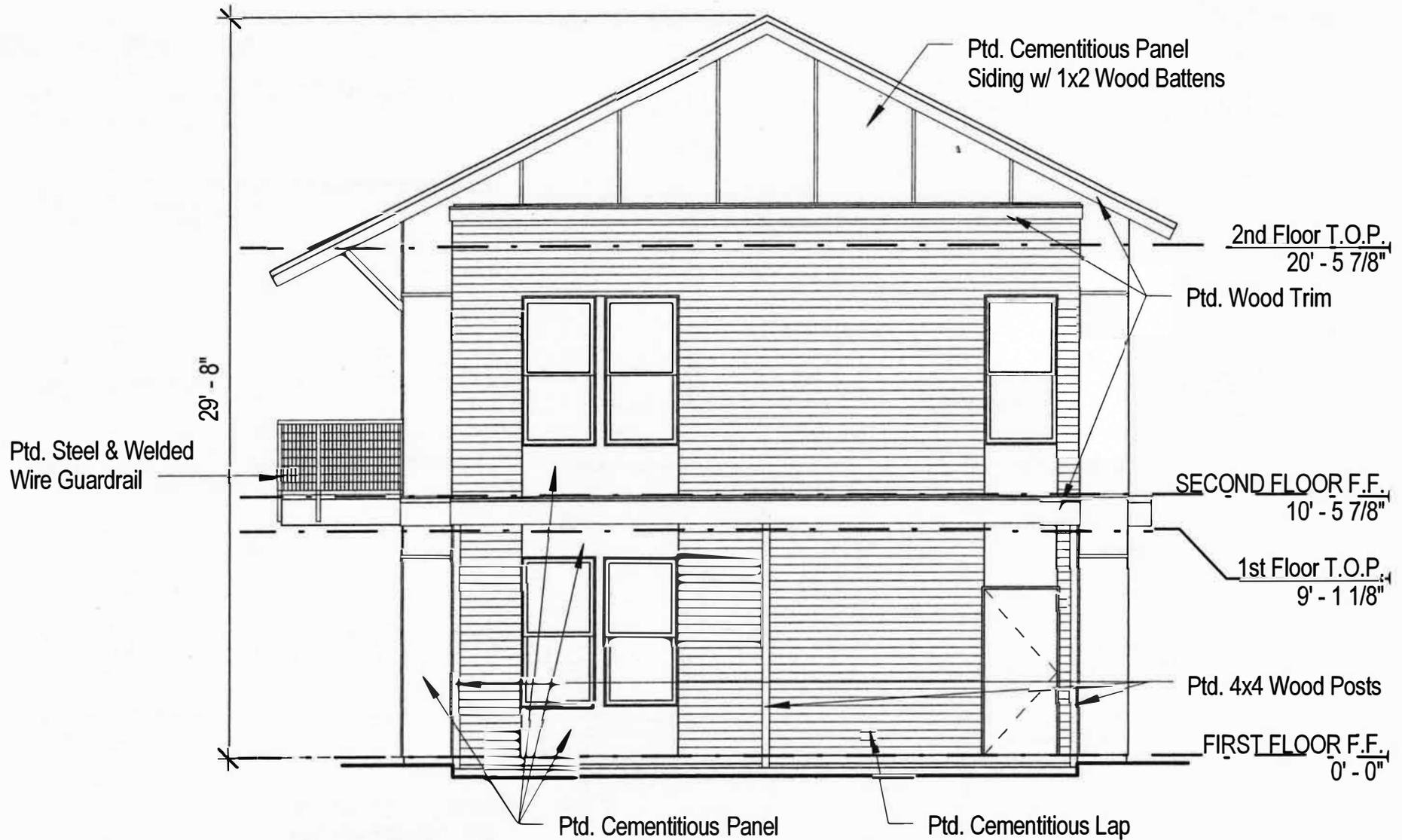
BUILDINGS B & C
SIDE ELEVATION BETWEEN HOMES

422 HAYS STREET
DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS
JUNE 17, 2015



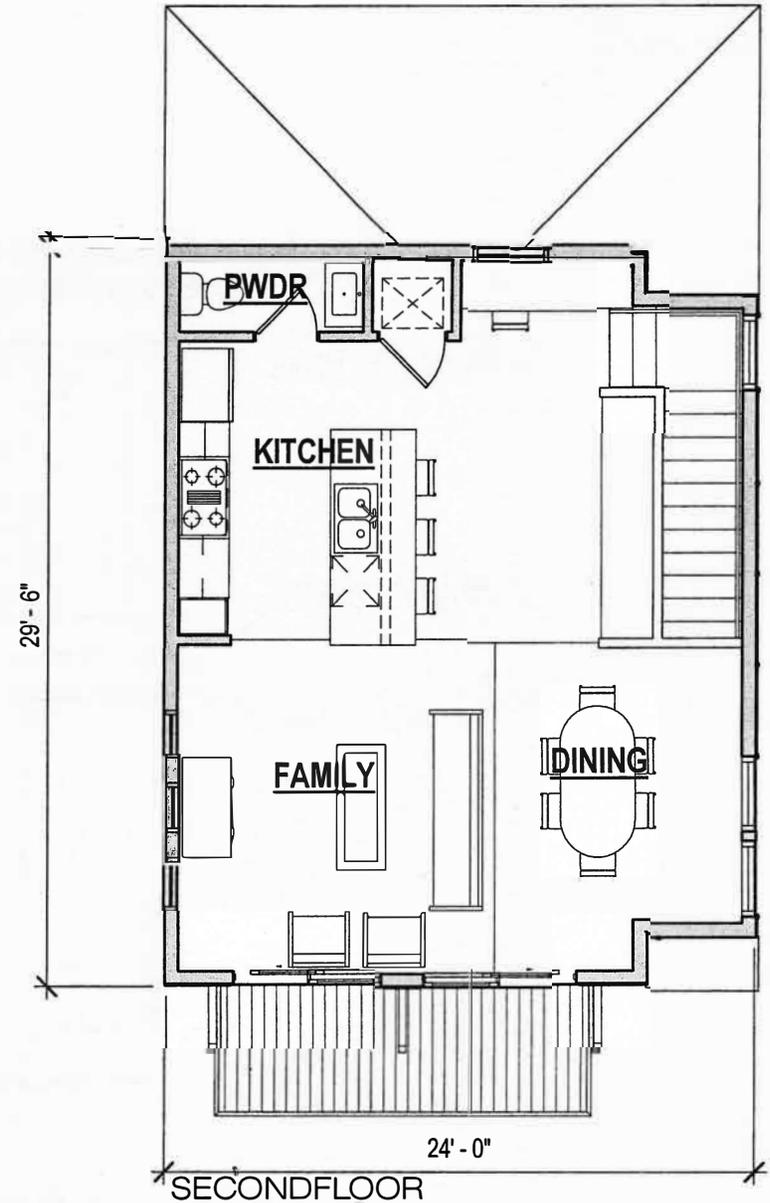
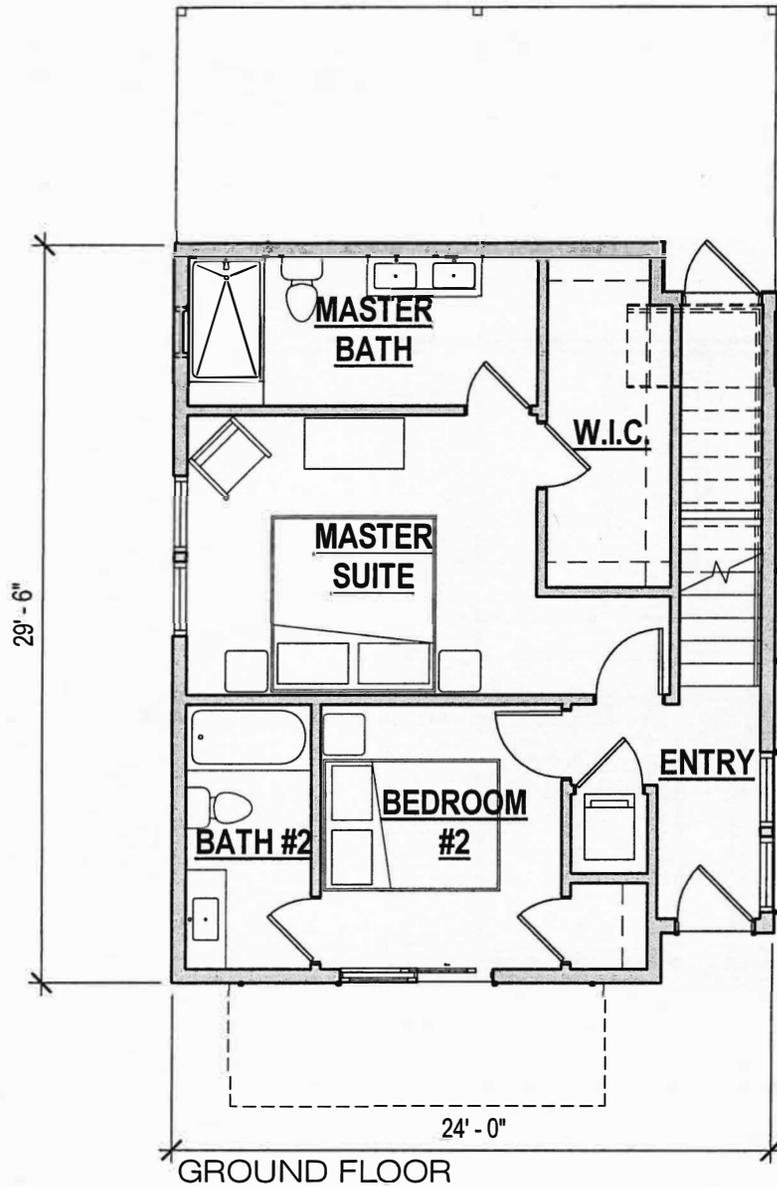
BUILDINGS B & C
 REAR ELEVATION FACING FENCE

422 HAYS STREET
 DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS
 JUNE 17, 2015



BUILDINGS B & C
 SIDE ELEVATION FACING CARPORT

422 HAYS STREET
 DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS
 JUNE 17, 2015

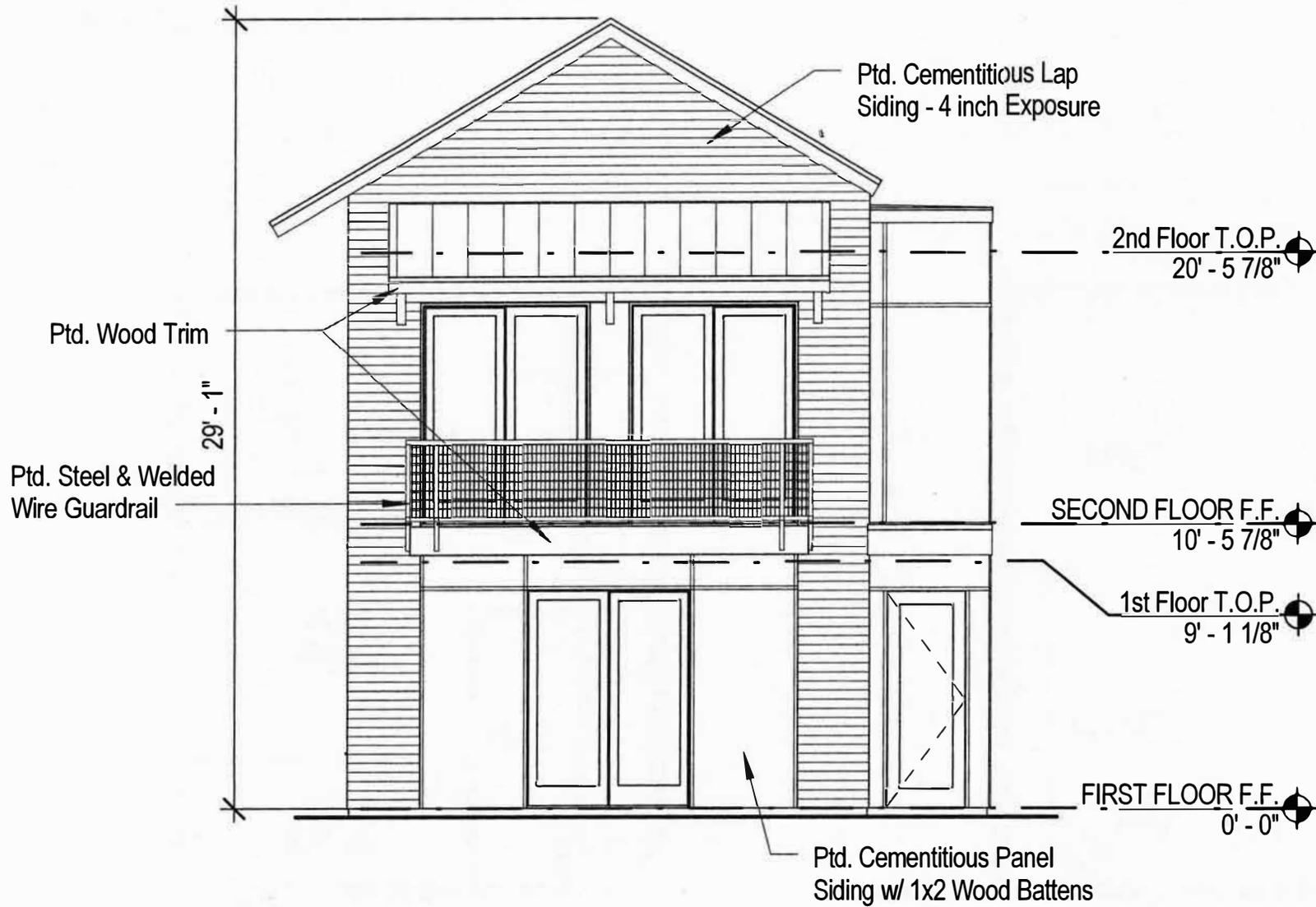


BUILDING D
FLOOR PLANS

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



BUILDING D
ELEVATION

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015

Exhibit D
CCHIP Agreement Term Sheet



CCHIP Agreement Term Sheet

422 Hays Street

Project Name and location: The 422 Hays Street project is located at 422 Hays Street within the CRAG, SA2020 and Council District 2.

Project Description: Construction of 4 for sale town home units with the average size of 1,300 square feet within the Dignowity Hills Neighborhood, for a total project cost of \$815,000. Construction is scheduled to commence in November 2015 and be complete by June 2016.

Project Developer and POC: Juan M. Fernandez, Sandal wood, LLC

<u>Incentive Package per CCHIP</u>	<u>Amount</u>	<u>Program Fees</u>
City Fee Waiver	2,606.00	100.00
SAWS Fee Waiver	18,306.00	100.00
10-year tax increment reimbursement grant..... - 62.6% tax reimbursement due to CRAG location - Excludes 2014 base value of \$9,330 - Projected end value of \$815,000	27,938.00	1,500.00
TOTAL INCENTIVES AND PROGRAM FEES	\$48,850.00	\$1,700.00

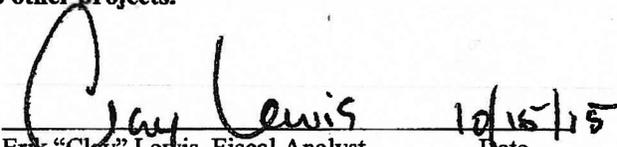
Program fees must be paid before execution of the final incentive agreement. All funding is subject to availability at the time of disbursement. The estimated tax reimbursement grant will be funded by the ad valorem tax increment generated by the project over the term of the grant. City fee waivers are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

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.

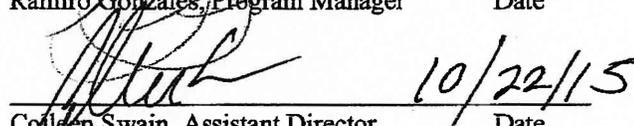
Approvals:



Ramiro Gonzales, Program Manager Date



Erik "Clay" Lewis, Fiscal Analyst Date



Colleen Swain, Assistant Director Date

Exhibit E
Evidence of Base Year Ad Valorem Property Taxes

Bexar CAD

Property Search Results > 105384 SANDALWOOD LLC for Year 2015

Property

Account

Property ID: 105384 Legal Description: NCB 537 BLK 22 LOT 5
 Geographic ID: 00537-022-0050 Agent Code:
 Type: Real
 Property Use Code: 001
 Property Use Description: Single Family

Location

Address: 422 HAYS ST Mapsco: 617A4
 SAN ANTONIO, TX 78202
 Neighborhood: DIGNOWITY HILL HIST DIST Map ID: 57069
 Neighborhood CD: 57069

Owner

Name: SANDALWOOD LLC Owner ID: 2920671
 Mailing Address: 13750 SAN PEDRO AVE STE B10 % Ownership: 100.0000000000%
 SAN ANTONIO, TX 78232-4463
 Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$21,080	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$21,080	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$21,080	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$21,080	

Taxing Jurisdiction

Owner: SANDALWOOD LLC
 % Ownership: 100.0000000000%
 Total Value: \$21,080

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.017000	\$21,080	\$21,080	\$3.58
08	SA RIVER AUTH	0.017290	\$21,080	\$21,080	\$3.64

09	ALAMO COM COLLEGE	0.149150	\$21,080	\$21,080	\$31.44	
10	UNIV HEALTH SYSTEM	0.276235	\$21,080	\$21,080	\$58.23	
11	BEXAR COUNTY	0.297500	\$21,080	\$21,080	\$62.71	
21	CITY OF SAN ANTONIO	0.558270	\$21,080	\$21,080	\$117.68	
57	SAN ANTONIO ISD	1.382600	\$21,080	\$21,080	\$291.45	
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$21,080	\$21,080	\$0.00	
Total Tax Rate:		2.698045				
					Taxes w/Current Exemptions:	\$568.73
					Taxes w/o Exemptions:	\$568.75

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	VLR	Vacant Regular Lot	0.2521	10980.00	60.00	183.00	\$21,080	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	\$0	\$21,080	0	21,080	\$0	\$21,080
2014	\$0	\$9,330	0	9,330	\$0	\$9,330
2013	\$0	\$9,330	0	9,330	\$0	\$9,330
2012	\$0	\$9,330	0	9,330	\$0	\$9,330
2011	\$0	\$9,330	0	9,330	\$0	\$9,330

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/7/2014	GWD	General Warranty Deed	NEWMAN STEVE & JODY	SANDALWOOD LLC	16912	1628	20140177243
2	6/7/2011	GWD	General Warranty Deed	DREISS HANNAH LEIGH	NEWMAN STEVE & JODY	14996	1288	20110099523
3	4/22/2004	Deed	Deed		DREISS, HANNAH LEIGH	10723	1774	0

2016 data current as of Oct 12 2015 12:46AM.
2015 and prior year data current as of Oct 9 2015 9:12PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

ICRIP ADMIN **Welcome Sarah**

ADMIN

Submitted Date	City	Request Status	Request Date	Actions
12/12/2014 4:03:17 PM		Approved	4/20/2016 5:06:16 PM	<input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> SAWS <input type="checkbox"/> Council Approved <input type="checkbox"/> Special Expiration <input type="checkbox"/> EDD Project <input checked="" type="checkbox"/> CCHIP Project <input type="checkbox"/> Other CCDO Project

Status/Notes:
 CCHIP Agreement executed. SAWS and City amounts updated accordingly. Fee waiver expiration dates made to match construction timeline as outlined in contract. 11/16/15

Record Updated.

SAWS

SAWS Waived Amount: 18306

CITY

City Waived Amount: 2606

ICRIP Fee Waiver Form Information WaiverId For 1143.

City Status: ACTIVE
SAWS Status: ACTIVE

APPLICANT INFORMATION

Project Owner: Sandalwood LLC

Developer Type: ForProfit

Other Developer Type:

APPLICANT POINT OF CONTACT

Project Role: Developer

Other Project Role:

Name: Juan Fernandez

Title: Manager

Company Name: Sandalwood LLC

Applicant Address: 1501 South Flores

City: San Antonio

State: TX

Zip Code: 78204

Phone:

Fax:

Email:

PROJECT INFORMATION/DESCRIPTION

Project Address: 422 Hays Street

City Council District:

Property/Parcel ID:

Acreage:

Proposed Land Used of Project: Residential

Other Proposed Land Used of Project:

Housing Units Created: 4

Project Description: Constructing a 4-unit residential building from a vacant lot. Total fees \$1505.

Proposed Level of Investment: \$815,000.00

Project Start Date: 11/30/2015

Project Completion Date: 8/31/2016

Current Zoning of Project Site:

Applied for Other Incentive?: Yes No

If so, what Dept(s)?:

SAWS Sewer and Water Impact Fee?: Yes No

SAWS Amount: \$18,306.00

No attachment record was found.

Request Submitted By: Web User

Request Submitted Date: 12/12/2014 4:03:17 PM

Last Modified By: 135133

Last Modified Date: 4/20/2016 5:06:16 PM

Request Status: Approved

Status Date: 4/20/2016 5:06:16 PM

Status Reason: CCHIP Agreement executed. SAWS and City amounts updated accordingly. Fee waiver expiration dates made to match construction timeline as outlined in contract. 11/16/15

SAWS Waived Amt: \$18,306.00

SAWS Waived Date: 1/22/2016 2:24:51 PM

SAWS Who Waived: jk456

City Waived Amt: \$2,606.00

City Who Waived: 135133

City Waived Date: 11/16/2015 2:32:04 PM

Council Approved: No

Est. Claim Date:

City Approved: Yes

SAWS Approved: Yes

City Expiration Date: 8/31/2016

SAWS Expiration Date: 8/31/2016

Special Expiration: No

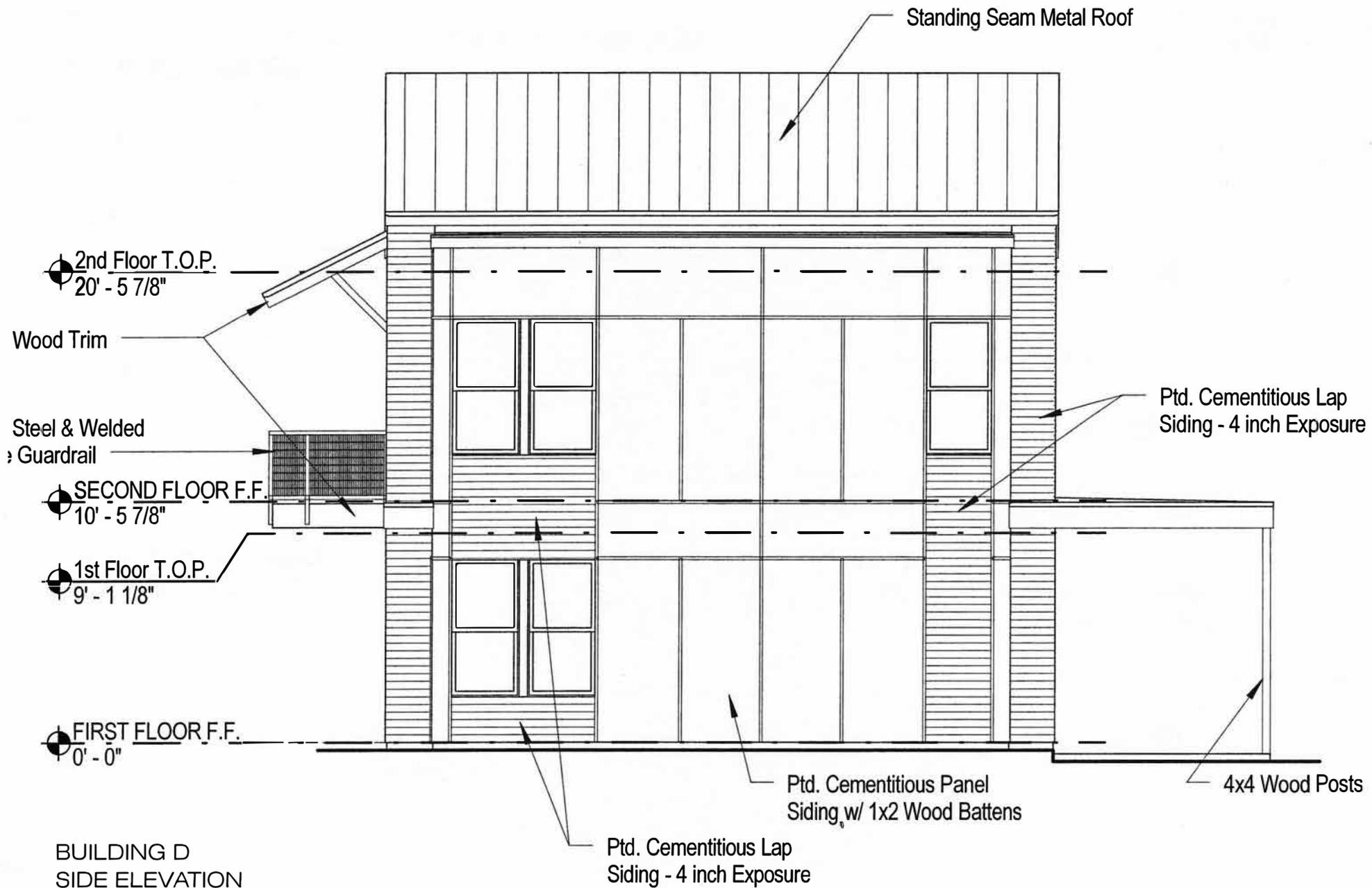
EDD Project: No

CCHIP Project: Yes

Other CCDO Project: No

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

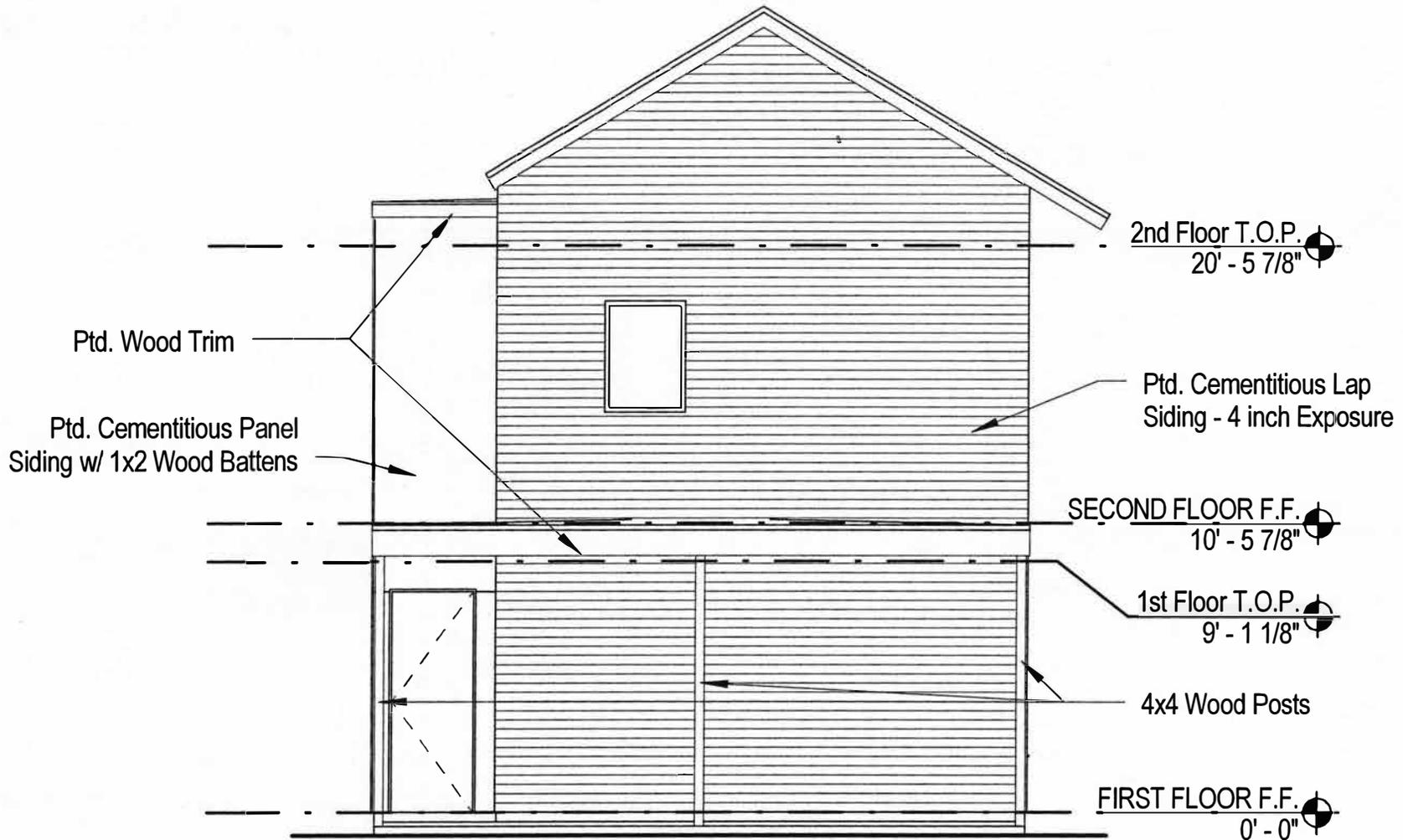


BUILDING D
SIDE ELEVATION

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



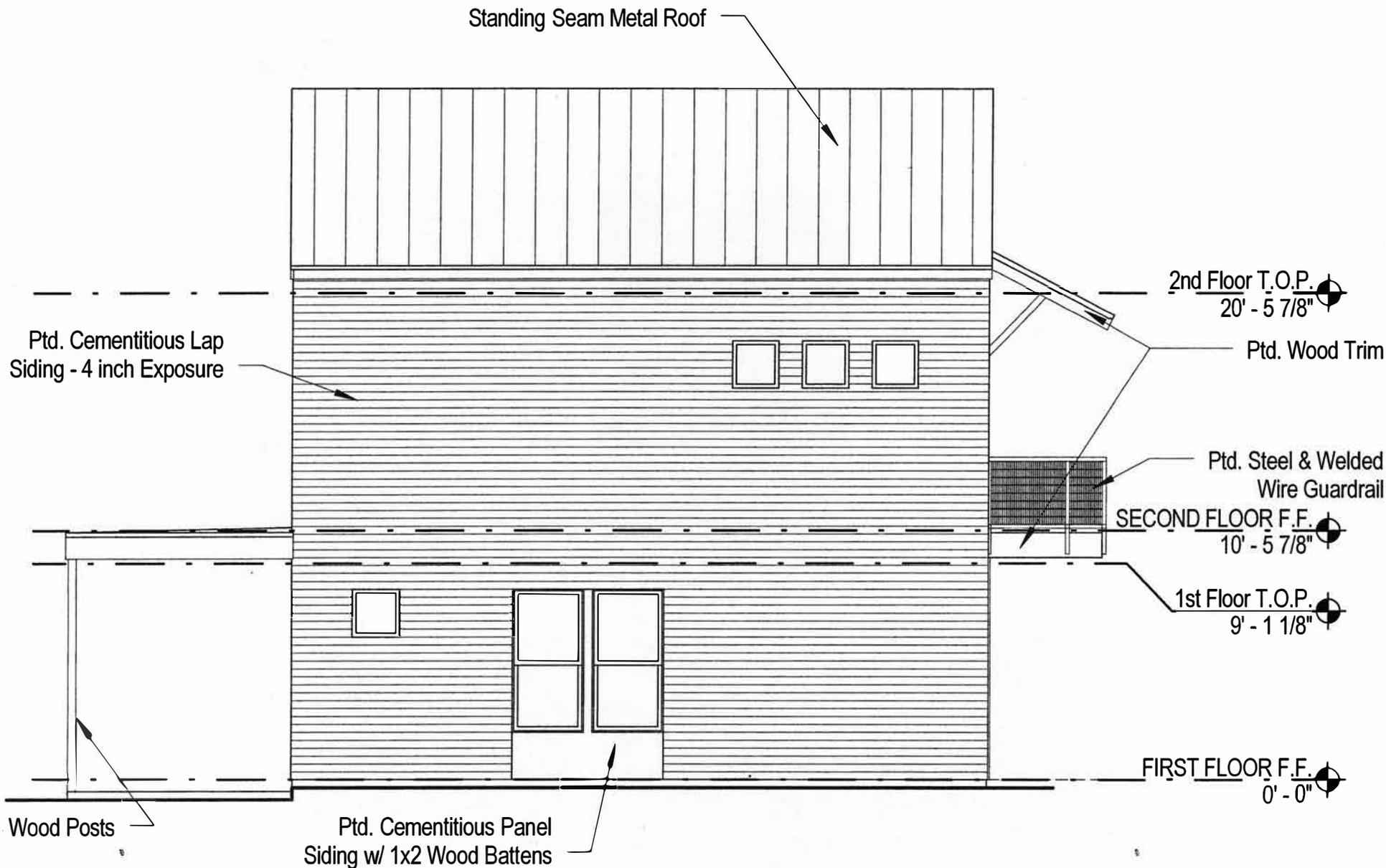
BUILDING D
ELEVATION

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015

Alamo
architects



Standing Seam Metal Roof

Ptd. Cementitious Lap Siding - 4 inch Exposure

2nd Floor T.O.P.
20' - 5 7/8"

Ptd. Wood Trim

Ptd. Steel & Welded Wire Guardrail

SECOND FLOOR F.F.
10' - 5 7/8"

1st Floor T.O.P.
9' - 1 1/8"

FIRST FLOOR F.F.
0' - 0"

Wood Posts

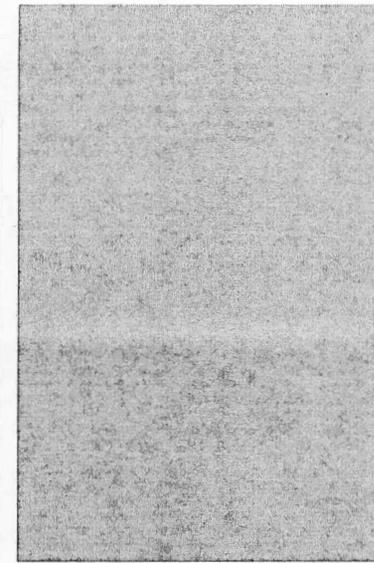
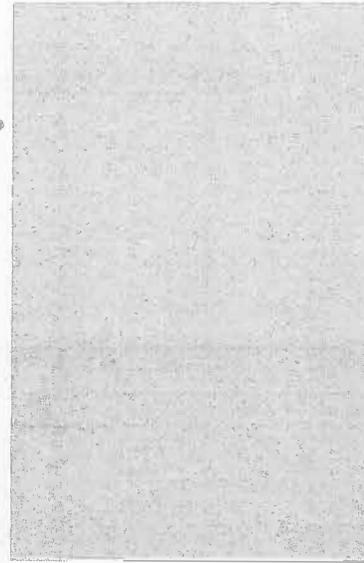
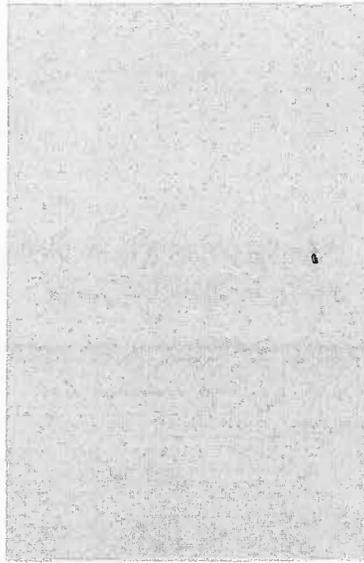
Ptd. Cementitious Panel Siding w/ 1x2 Wood Battens

BUILDING D
SIDE ELEVATION

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015



PAINT 1
SW 7063

PAINT 2
SW 6430

PAINT 3
SW 7066

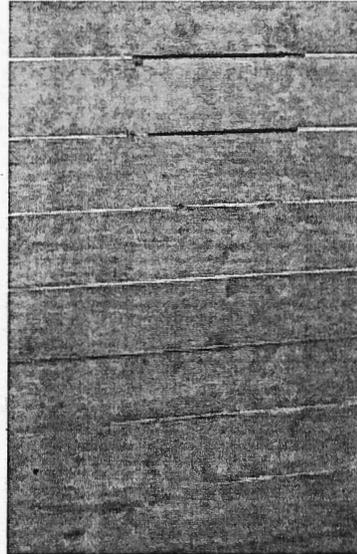
PAINT 4
SW 6628



PELLA IMPERVIA WINDOWS IN
MORNING SKY GRAY FINISH



STANDING SEAM METAL ROOF
PREFINISHED



STAINED CEDAR FENCE

MATERIALS

422 HAYS STREET

DIGNOWITY HILL HISTORIC DISTRICT, SAN ANTONIO, TEXAS

JUNE 17, 2015