

STATE OF TEXAS
COUNTY OF BEXAR

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CENTER CITY HOUSING
INCENTIVE POLICY AGREEMENT
OF THE CITY OF SAN ANTONIO

This Center City Housing Incentive Policy Agreement (hereinafter referred to as this "Agreement") is made and entered into by and between 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, and Broadway Jones Apartments LP, a Delaware limited partnership (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 TWO HUNDRED EIGHTY-THREE (283) rental housing units to be located at 1011 Broadway Street, San Antonio, TX 78215 (the "Project Site"), as more specifically described in Exhibit A; and

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately FIFTY-FIVE MILLION NINE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED THIRTY DOLLARS AND 0 CENTS (\$55,974,130.00) in real property improvements within the boundaries of City Council District 1; 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 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), the CITY is authorized to grant 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.2016-06-16-0468, passed and approved on June 16, 2016, 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) the full-payment of Incentives by CITY to DEVELOPER, as limited by this Agreement and subject to funding availability; or (B) termination of this Agreement as otherwise provided herein (the "Term").

ARTICLE III. PROJECT REQUIREMENTS

A. The Project.

1. Investment. DEVELOPER shall invest approximately FIFTY-FIVE MILLION NINE HUNDRED SEVENTY-FOUR THOUSAND ONE HUNDRED THIRTY DOLLARS AND 0 CENTS (\$55,974,130.00) (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 two hundred eighty-three (283) rental housing units with approximately 50% of said units being reserved for residents earning 80% of the Area Median Income, approximately 14,752 square feet of retail space, and 447 structured parking garage spaces located at the Project Site (the "Project"). The Minimum Investment shall include, but not be limited to, expenditures in: land acquisition, design, building construction costs, engineering, public improvement costs, taxes and insurance, administrative and financing costs, and DEVELOPER fees, as described in DEVELOPER's CCHIP Application, **Exhibit C**.

2. Construction. DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before January 15, 2019 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than January 31, 2021 (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 final Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld.

a. DEVELOPER shall provide written 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 following written request.

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, ONE MILLION FIVE HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED SEVENTY-TWO DOLLARS AND 0 CENTS (\$1,538,472.00), as summarized in the attached CCHIP Agreement Term Sheet, **Exhibit D.**

A. Fee Waivers. CITY is providing DEVELOPER with City fee waivers in the approximate amount of ONE HUNDRED FIFTY-FIVE THOUSAND ONE HUNDRED FIFTY-THREEDOLLARS AND 0 CENTS (\$155,153.00) and SAWS fee waivers in an amount not to

exceed ONE MILLION FOURTEEN THOUSAND FIVE HUNDRED AND NINETEEN DOLLARS AND 0 CENTS (\$1,014,519.00). 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 E.

B. Chapter 380 Economic Development Loan. CITY is providing DEVELOPER with a Chapter 380 Economic Development Loan in a cumulative amount not to exceed THREE HUNDRED SIXTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND 0 CENTS (\$368,800.00) (the "Mixed Use Loan"). The loan shall consist of forgivable loan funds. The funds made available to DEVELOPER through this Agreement are made solely from lawfully available funds that have been appropriated by CITY. DEVELOPER understands that any disbursement of the Economic Development Loan funds is contingent upon CITY'S availability of funds at the time of disbursement and should be requested within a reasonable timeframe as outlined in this Section B. If Economic Development Loan funds are not requested prior to 90 days after Retail Project Completion, Economic Development Loan funds will be forfeited. CITY and DEVELOPER acknowledge and agree that for purposes of determining project completion with respect solely to the disbursement of the Mixed Use Loan, the Project shall not be deemed to be complete until not less than eighty percent (80%) of the commercial retail space at the Project has been leased and tenant improvements have been constructed therein in accordance with the terms of the applicable leases ("Retail Project Completion"), or six (6) months after the issuance of Certificates of Occupancy by the City of San Antonio for not less than eighty percent (80%) of the commercial retail space at the Project, whichever occurs sooner.

1. RESERVED.

2. Mixed Use Loan. The Mixed Use Loan shall be disbursed to DEVELOPER no later than sixty (60) days following Retail Project Completion, as defined in Article IV (B), and upon written request from DEVELOPER to disburse the funds.

a. Use. The Mixed Use Loan is to be used to complete tenant finish out in the commercial retail space in an amount equal to THREE HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$368,800.00) calculated based on TWENTY-FIVE (\$25.00) per square foot of the retail space developed at the Project Site.

b. Mixed Use Loan Forgiveness. In accordance with the CCHIP, twenty percent (20%) of the Mixed Use Loan funds shall be forgiven annually over the 5-year period following disbursement of the Mixed Use Loan provided that documentation is provided to the City indicating that at least 80% of the 14,752sq. ft. of commercial retail space at the Project Site has been developed and leased for no less than a 5-year term and that the tenants of the retail space have used the funding for finish-out improvements.

c. Repayment. Any amount not qualified for forgiveness under this section shall be due and payable to CITY on or before the fifth anniversary of the date of the disbursement of Forgivable Loan funds to DEVELOPER (the "Mixed Use Loan Maturity Date").

3. Acceleration of Loan Repayment. Should DEVELOPER, at the reasonable discretion of CITY, breach a material term of this Agreement and not cure after given a Notice of Default and does not cure such default during the Cure Period and CITY terminates the Agreement in accordance

with Article VIII, then, as of the date of termination of the Agreement, the entire remaining principal balance and Accrued Interest of all Loan Funds shall be due and payable to CITY no later than sixty (60) days following CITY's Notice of Termination to DEVELOPER.

ARTICLE V. RETENTION AND ACCESSIBILITY OF RECORDS

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

B. DEVELOPER shall, following reasonable advance written notice from the CITY, give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine all material records related to the cost of Project (the "Records") and the expenditure of the Incentives. CITY's access to the Records will be limited to information needed to verify that DEVELOPER is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the CITY. DEVELOPER shall not be required to disclose to the CITY or TIRZ any information that by law DEVELOPER is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require DEVELOPER to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of DEVELOPER. The rights to access the Records shall continue as long as the Records are retained by DEVELOPER. Failure to provide reasonable access to the Records to authorized CITY representatives following reasonable prior written notice shall be cause for CITY and/or TIRZ to provide notice of intent to suspend or terminate this Agreement as provided for herein, or any portion thereof, for reason of default. Notwithstanding Section A above, all Records shall be retained by DEVELOPER for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed.

ARTICLE VI. 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 VII. 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 VII 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 VIII. TERMINATION

A. Should DEVELOPER fail to timely meet the Commencement Date for the Project in accordance with Article III.A.2 above subject to extension due to Force Majeure, 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

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

1. By the CITY (with the written 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.

D. 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 IX. 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 & Operations Department
P.O. Box 839966

San Antonio, TX 78283-3966

If intended for DEVELOPER, to:

Broadway Jones apartments
1228 Euclid Avenue
4th Floor
Cleveland, OH 44115
Attn: Noam Magence

With copy to: The NRP Group
6565 N. MacArthur Blvd., Unit 450
Irving, TX 75039
Attn: Travis Sheffield

ARTICLE X. 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 or TIRZ the Incentives paid under this Agreement for the tax year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within 120 business days after the date DEVELOPER is notified by the CITY of such violation. The CITY, in its sole discretion, may extend the period for repayment herein. Additionally, DEVELOPER shall pay interest on the amounts due to CITY or TIRZ at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of such violation notice until paid.

ARTICLE XI. 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 XII. 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 XIII. LEGAL AUTHORITY

A. Each Party assures and guarantees to the other that they possess the legal authority to enter into this Agreement, to receive/deliver the 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 VII or VIII 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 XIV. 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 XV. 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 XVI. 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.

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 XVII. SUBCONTRACTING

A. DEVELOPER shall use reasonable business efforts to ensure that the performance required under this Agreement 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 XVIII. 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 XIX. 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 XX. 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 VIII of this Agreement. Notwithstanding the foregoing, City acknowledges that following the completion of the shell of the retail portion, Developer intends to convey the retail portion of the Project to a Third Party of Developer's discretion. However, should that third-party acquiring the retail portion of the Project be Lifshutz Companies, LP., then the rights to the Mixed Use Loan shall be assigned to Lifshutz Companies, LP provided that: (i) Lifshutz Companies, LP provides evidence of its acquisition of the retail portion of the Project; and (ii) the right to the Mixed Use Loan is assigned pursuant to an assignment and assumption agreement acceptable to the CITY as evidenced by correspondence from the City attorneys' office.

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 XXI. 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 XXII. AUTHORIZED RELIEF FROM PERFORMANCE (*Force Majeure*)

The CITY may grant temporary relief from any deadline for performance of any term of his 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 XXIII. 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.

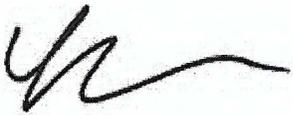
- Exhibit A Legal Description of Property
- Exhibit B Center City Housing Incentive Policy
- Exhibit C Developer's CCHIP Application
- Exhibit D CCHIP Agreement Term Sheet
- Exhibit E Fee Waiver Transmittal

WITNESS OUR HANDS, EFFECTIVE as of December 20, 2018, 2018 (the "Effective Date"):

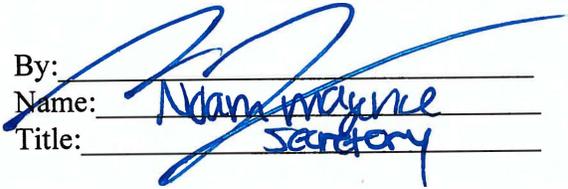
Accepted and executed in three duplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 2016-06-16-0468, dated June 16, 2016, and by DEVELOPER pursuant to the authority of its Managing Partner.

CITY OF SAN ANTONIO,
A Texas Municipal Corporation

DEVELOPER:
Broadway Jones Apartments L.P.
By: Broadway Jones GL GP LLC, a Texas
limited liability company, its
General Partner



Lori Houston
Title: Assistant City Manager

By: 
Name: _____
Title: _____

APPROVED AS TO FORM:



CITY ATTORNEY

Property Identification #: 104512

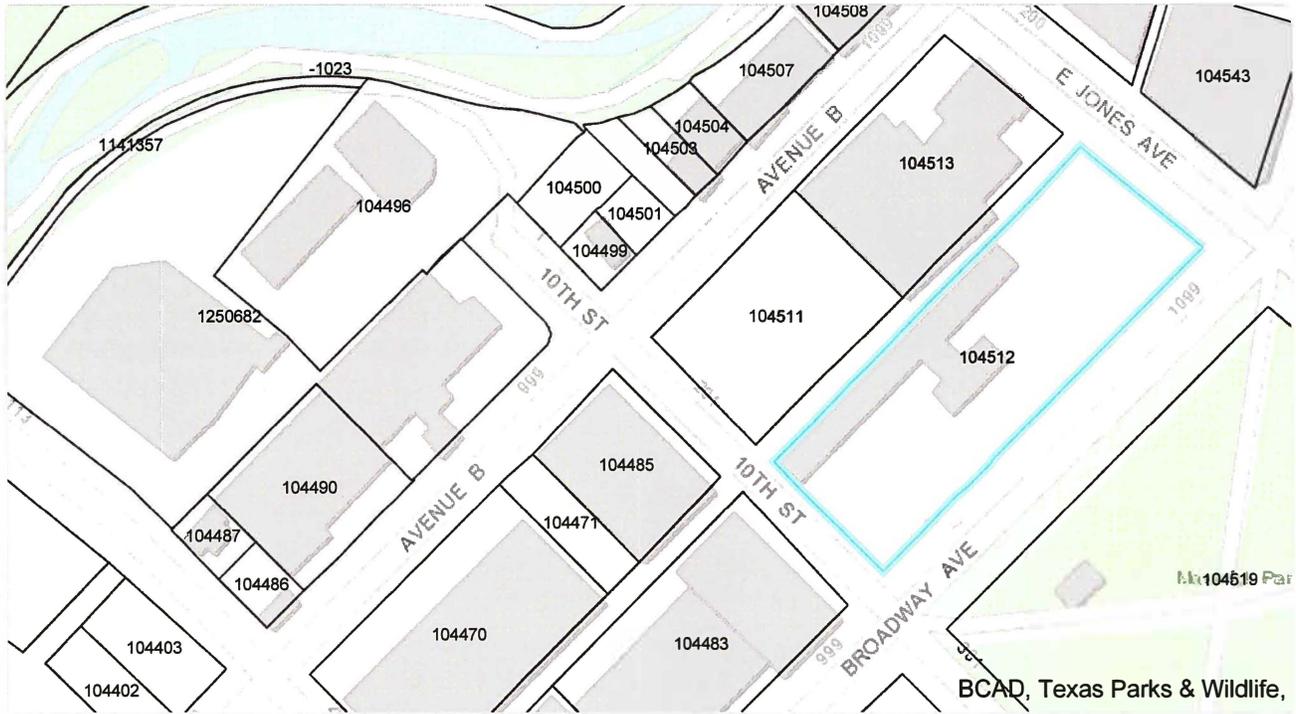
Property Information: 2018

Owner Identification #: 72435

Geo ID: 00458-036-0013
Situs: 1001 BROADWAY ST SAN
Address: ANTONIO, TX 78215
Property Type: Real
State Code: F1

Legal Description: NCB 458 BLK 36 LOT 9 THRU 16
Abstract: S00458
Neighborhood: NBHD code10081
Appraised Value: N/A
Jurisdictions: 08, CAD, 10, 57, 06, 09, 11, SA031, 21

Name: LIBERTY PROPERTIES
Exemptions:
DBA: Null



Bexar CAD Map Search

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

Cheryl Lardy (CCDO)

From: Karla M. Campos (CCDO)
Sent: Monday, January 14, 2019 4:25 PM
To: Cheryl Lardy (CCDO)
Subject: FW: Broadway Jones- Legal Description

Cheryl,

This is what their attorney provided. I might need to reach out and be more specific or take some time to look it up at the City Clerk's website. I'll work on it tomorrow if that's ok with you.

Karla M. Campos
Special Projects Manager
210-207-4081

From: Andrew S. Cohen [<mailto:ACohen@hfgtx.com>]
Sent: Monday, January 14, 2019 4:20 PM
To: Travis Sheffield; Karla M. Campos (CCDO)
Subject: [EXTERNAL] RE: Broadway Jones- Legal Description

Here is the legal description for the Residential Unit.

Residential Unit of the Broadway Jones Condominium, located in Bexar County, established by Condominium Declaration for Broadway Jones Condominium made and established on December 27, 2018, recorded in Document Number 20180253468 of the Official Public Records of Bexar County, Texas.

From: Travis Sheffield [<mailto:TSheffield@nrpgroup.com>]
Sent: Monday, January 14, 2019 2:54 PM
To: Karla M. Campos (CCDO) <Karla.Campos@sanantonio.gov>
Cc: Andrew S. Cohen <ACohen@hfgtx.com>
Subject: RE: Broadway Jones- Legal Description

Andy,

Can you help us out here? I know the legal descriptions got a little unique towards the end with there being a Fee and Condo.

Thanks,

Travis Sheffield

From: Karla M. Campos (CCDO) [<mailto:Karla.Campos@sanantonio.gov>]
Sent: Monday, January 14, 2019 2:44 PM
To: Travis Sheffield <TSheffield@nrpgroup.com>
Subject: Broadway Jones- Legal Description

Travis,

Could you forward the legal description of the Broadway Jones project? We want to make sure the information is matching with the BCAD records for future reference.

Sincerely,

Karla M. Campos. Assoc. AIA
Special Projects Manager

Center City Development & Operations Department | City of San Antonio
100 W. Houston St. | 19th Floor | San Antonio, Texas | 78205
Phone: (210) 207-4081 | email: karla.campos@sanantonio.gov | website: <https://www.sanantonio.gov/ccdo>

****THIS EMAIL IS FROM AN EXTERNAL SENDER OUTSIDE OF THE CITY.
Be cautious before clicking links or opening attachments from unknown sources. Do not provide personal or
confidential information.****

AN ORDINANCE 2016-06-16-0488

**AMENDING THE CENTER CITY HOUSING INCENTIVE POLICY
(CCHIP) AND EXTENDING THE PROGRAM THROUGH JUNE 30, 2018.**

* * * * *

WHEREAS, in June 2012, City Council adopted the Center City Housing Incentive Policy (CCHIP), an as-of-right housing incentive program designed to encourage the development of multifamily housing in the center city, particularly in targeted growth areas identified in the Downtown Strategic Framework Plan; and

WHEREAS, in accordance with the CCHIP, eligible projects can receive city fee waivers, SAWS impact fee waivers, real property tax reimbursement grants, low-interest loans, and mixed-use development forgivable loans based on a set criteria described in the CCHIP Program Guidelines; and

WHEREAS, the CCHIP is designed to encourage historic rehabilitation, adaptive reuse, brownfield redevelopment, transit oriented development, and mixed use/mixed income redevelopment in the center city and has achieved great success with over 40 housing projects approved through the CCHIP Program that have resulted in the creation of over 4,200 housing units and the private investment of approximately \$700 million; and

WHEREAS, in accordance with its adoption in 2012, the CCHIP Program was to be reevaluated four (4) years following its passage; and

WHEREAS, City staff is recommending a two year extension of the CCHIP Program through June 2018 and additional amendments to reduce the CCHIP Program boundaries, increase incentives in the downtown core, and improve administrative operations; **NOW THEREFORE:**

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

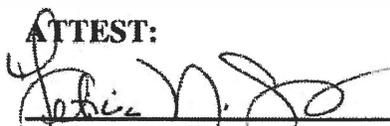
SECTION 1. The City Council hereby approves amendments to the CCHIP policy as provided in **Exhibit A** and approves an extension of the CCHIP Program through June 30, 2018.

SECTION 2. This Ordinance shall become effective on August 1, 2016.

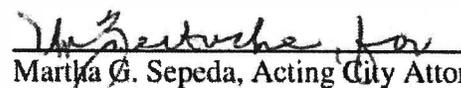
PASSED AND APPROVED this 16th day of June, 2016.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Martha G. Sepeda, Acting City Attorney

**City of San Antonio
Center City Housing Incentive Policy
(Amended June 16, 2016)**

Section 1. Background

In spring 2011, 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 targeted growth areas identified in the Downtown Strategic Framework Plan and prioritizes the Downtown Core. The Policy encourages historic rehabilitation, adaptive reuse, brownfield redevelopment, and transit-oriented development. Finally, the policy rewards good urban design and encourages Mixed-Use and mixed income development and redevelopment.

Section 2. Eligibility

The CCHIP applies to high density rental and for-sale housing projects (Projects) within the Greater Downtown Area (GDA). Eligible Projects may receive City Fee Waivers, SAWS Impact Fee Waivers, Real Property Tax Reimbursement Grants, Development Loans, and Mixed-Use Development Forgivable Loans based on the terms outlined in the CCHIP.

Projects with an approved building permit at time of agreement execution are not eligible for CCHIP incentives. All projects must receive approval from the Historic Design Review Commission prior to project commencement.

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

Properties requiring rezoning from "Residential Single-Family" or "Residential Mixed District," per the Unified Development Code, are not eligible.

Section 3. 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.

Brownfield Redevelopment – Abandoned or underutilized properties where expansion, renovation or redevelopment is complicated by real or perceived environmental contamination. Environmental site assessments for the property should suggest potential for 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; or educational, health, recreational, or other essential neighborhood services.

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

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) – A sustainable design approach to managing stormwater runoff as close as possible to the source as defined by San Antonio's Unified Development Code. LID features emphasize the use of on-site natural drainage features, maintain or enhance the site's hydrologic characteristics after development, reduce overall imperviousness, and treat stormwater for quality. Examples may include bioretention facilities, rain gardens, vegetated rooftops, rain barrels and permeable pavements.

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 rental or for sale housing development that creates multiple housing units at a density of at least:

- 8 housing units per acre for adaptive reuse or historic rehabilitation projects
- 16 housing units per acre for all other projects

Structured Parking – Multilevel parking facilities that are constructed 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 educational institution. Student enrollment

and tuition payment must be verified for units to qualify as student housing.

Transit-Oriented Development – A Project designed to maximize access to public transport that encourages transit ridership.

Section 4. Geographic Area

The level of incentives provided by the CCHIP is based on the Project's location within the Greater Downtown Area (GDA). The level of incentives will increase if the Project is within the Central Business District (CBD) as defined by the San Antonio Code of Ordinances: Chapter 19, Article I, Section 19-1. See attached map in Exhibit A for program areas.

Section 5. Fee Waivers

A Project within the GDA will receive City Fee Waivers as permitted by the Inner City Reinvestment Infill Policy.

A Project within the CBD is also eligible to receive a SAWS Impact Fee Waiver equal to 100% of the Project's SAWS water and impact fees. SAWS fee waivers for a Project within the GDA outside of the CBD may not exceed \$500,000. All Fee Waivers are subject to funding availability.

Section 6. Real Property Tax Reimbursement Grant

Eligible projects will receive a Real Property Tax Reimbursement Grant (Grant) disbursed over 15 years for projects in the CBD or 10 years for projects within the GDA but outside of the CBD. 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 the previous year's real property tax increment remitted to the City equal to the Operations & Maintenance portion of the City's tax revenue (approximately 62.6%). Rebate payments through the Real Property Tax Reimbursement Grant may be requested after Project completion on an annual basis, and payments will be disbursed annually as funds become available.

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.

Section 7. Development Loan

A Project qualifies for a Development Loan if the Project meets at least one of the following Project Categories:

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 Centro Plaza or the Robert Thompson Transit Center

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. The Development Loan amount is calculated per housing unit and varies based on Project location.

CBD – A Project in the CBD will receive \$3,000 per housing unit for each of the Categories it meets, up to two (2) Categories.

GDA – A Project in the GDA but outside of the CBD will receive \$1,500 per housing unit for each of the Categories it meets, up to two (2) Categories.

Additionally, a Project qualifies for a Development Loan bonus equal to \$1,000 per housing unit if it includes structured parking that supports the housing units and \$500 per housing unit for Low Impact Development projects. The Development Loan is a fixed 2% rate with interest compounding annually through the repayment in year seven (7). For Projects within the CBD, 15% of the total Development Loan is forgivable on an annual basis through year six (6) and 10% in the seventh year.

Section 8. Mixed-Use Forgivable Loan

A Project that develops commercial office or retail space within the Project is eligible to receive an interest-free Mixed-Use Forgivable Loan (Mixed-Use Loan) for retail and commercial tenant finish-out improvements. Mixed-Use Loan amounts vary depending on the target area in which the project falls.

CBD – A Project in the CBD may receive a loan in an amount equal to \$25 per square foot of total first floor retail and \$20 per square foot of total commercial office space.

GDA – A Project in the GDA outside of the CBD may receive a loan 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 Mixed-Use Loan amount will be forgiven annually over a 5-year period provided the space is leased for at least 80% each year and that the Mixed-Use Loan funds are a direct pass-through to the initial tenant of the space to be used exclusively for tenant finish-out improvements. Mixed-Use Loans are contingent upon available funding.

Section 9. Other Loan Details

A Development Loan for a Project within the GDA but outside of the CBD may not exceed \$500,000. Any Development Loan incentives not requested within 90 days of the project completion date will be forfeited. All loans must be repaid upon sale or transfer of the Project to any unaffiliated entity other than the original signatory of the agreement. Development Loans are contingent upon available funding. City Council allocates Inner City Incentive Funds through the annual budget process.

Section 10. Exceptions

Any exceptions to the CCHIP require City Council approval.

Section 11. Review and Term

The City will initiate a housing study for the CCHIP area every two 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 June 30, 2018.

Section 12. 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.

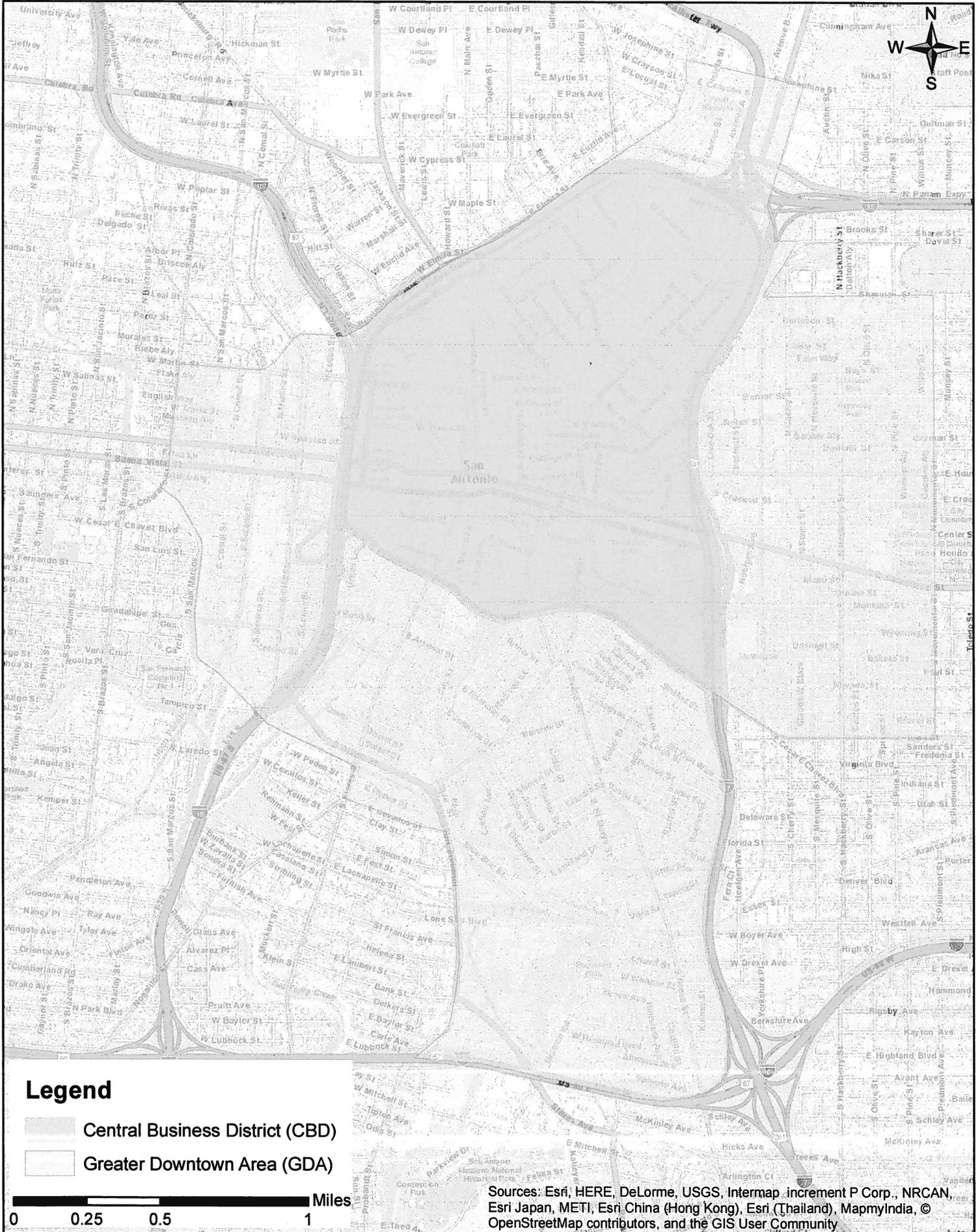
Section 13. Administration

The Center City Development & Operations (CCDO) Department will administer the CCHIP and any associated program fees. The CCDO Director is authorized to make non-substantive program changes as necessary for administrative purposes.

Section 14. Legal Documents

The legal documents used to officiate this policy include the CCHIP Application and the CCHIP Incentive Agreement as described in Exhibits B and C, which may be amended as necessary. 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.

Amended CCHIP Program Area



T31 2018-06-15-02R

RESOLUTION BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THIRTY-ONE, CITY OF SAN ANTONIO, TEXAS, KNOWN AS THE MIDTOWN TAX INCREMENT ZONE ("MIDTOWN TIRZ"), AUTHORIZING CITY STAFF TO NEGOTIATE AN AGREEMENT TO PROVIDE FUNDING TO NRP LONE STAR DEVELOPMENT LLC IN AN AMOUNT NOT TO EXCEED \$680,000.00 IN AVAILABLE TAX INCREMENT FROM THE TIRZ FUND FOR THE BROADWAY JONES APARTMENTS PROJECT LOCATED AT 1011 BROADWAY STREET IN SAN ANTONIO, TEXAS AND WITHIN THE MIDTOWN TIRZ IN CITY COUNCIL DISTRICT 1.

* * * * *

WHEREAS, the City of San Antonio ("City") and the Midtown TIRZ Board of Directors ("Board") support programs which allow for economic development within its boundaries; and

WHEREAS, on April 19, 2018, NRP Lone Star Development LLC ("Developer") submitted a proposal request for TIF funding for the construction of a 284-unit Class A mixed-use mixed-income development, which includes a five story "wrap" building with roughly 10,000 square feet of retail and commercial space and an additional 4,500 square feet of living space; and

WHEREAS, the total development cost for the Broadway Jones Apartments Project is approximately \$54,923,898.00, which includes the costs for site work, pre-development costs, hard construction costs, contingency, and Developer related expenses; and

WHEREAS, City Staff examined Developer's application and recommends funding in an amount not to exceed \$680,000.00 in available tax increment from the TIRZ fund for the Broadway Jones Apartments Project; and

WHEREAS, the proposed funding will be utilized for public improvements necessary to complete the project; and

WHEREAS, the Developer is also seeking incentives in the form of City of San Antonio fee waivers, San Antonio Water System fee waivers, and a forgivable mixed-use loan, and private funding will make up the balance of the requirements to complete the project; and

WHEREAS, the City and the Board desire to provide financial incentives for development and revitalization projects that benefit the City and the Midtown TIRZ, and authorize negotiation of an agreement to effectuate that purpose; **NOW THEREFORE**,

TM/ag
6/15/18
Item No. 2

BE IT RESOLVED BY THE BOARD:

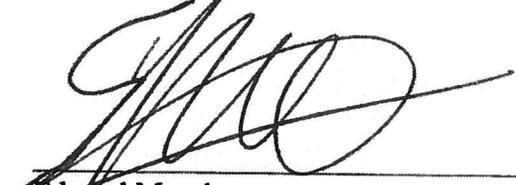
SECTION 1. The recitals set out above are adopted in their entirety.

SECTION 2. The Board hereby authorizes City Staff to negotiate an agreement to provide funding in an amount not to exceed \$680,000.00 in available tax increment from the TIRZ fund to NRP Lone Star Development LLC for the Broadway Jones Apartments Project located at 1011 Broadway Street in San Antonio, Texas and within the Midtown TIRZ in City Council District 1.

PASSED AND APPROVED this 15th day of June, 2018.

APPROVED AS TO FORM



Louis Fox
Presiding Officer

Edward Murphree
Assistant City Attorney

ICRIP ADMIN **Welcome Karla**

ADMIN	Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
	1/12/2018 12:01:09 PM	<input type="text" value="4/2/2018"/>	<input type="text" value="Approved"/>	1/12/2018 12:02:55 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 checked="" type="checkbox"/> Other CCDO Project
Status/Notes Applicant initially submitted request under #1992. There was a database error and the waiver was deleted. Zoning approved 9/27/17. SAWS funds held in budget for Broadway Jones. Can be approved upon executed on an incentive agreement. Update on the City fee waivers to be awarded 5/22/18. Additional \$514,500 upon execution. Update expiration upon execution of new CCHIP Agmt, per email					
<input type="button" value="Save"/> <input type="button" value="Back To Home"/>					
Activity History Record Saved					

SAWS	SAWS Waived Amount: <input type="text"/>	<input type="button" value="Update"/>
-------------	------------------------------------------	---------------------------------------

CITY	City Waived Amount: <input type="text" value="\$625.00"/>	<input type="button" value="Update"/>
-------------	-----------------------------------------------------------	---------------------------------------

ICRIP Fee Waiver Form Information WaiverId For 2355.

City Status: **ACTIVE**
SAWS Status: **ACTIVE**

APPLICANT INFORMATION

Project Owner:
 Developer Type:
 Other Developer Type:

APPLICANT POINT OF CONTACT

Project Role:
 Other Project Role:
 Name:
 Title:
 Company Name:
 Applicant Address:
 City:
 State:
 Zip Code:
 Phone:
 Fax:
 Email:

PROJECT INFORMATION / DESCRIPTION

Project Address:
 City Council District:
 Property/Parcel ID:

Acreage:

Proposed Land Used of Project:

Other Proposed Land Used of Project:

Housing Units Created:

Project Description:

Proposed Level of Investment:

Project Start Date:

Project Completion Date:

Current Zoning of Project Site:

Estimate of City Fees:

Applied for Other Incentive?: Yes No

If so, what Dept(s)?:

SAWS Sewer and Water Impact Fee?: Yes No

SAWS Amount: No attachment record was found.

Request Submitted By: Web User

Request Submitted Date: 1/12/2018 12:01:09 PM

Last Modified By: 135119

Last Modified Date: 12/21/2018 9:02:16 AM

Request Status: Approved

Status Date: 1/12/2018 12:02:55 PM

Applicant initially submitted request under #1992. There was a database error and the waiver was deleted. Zoning approved 9/27/17. SAWS funds held in budget for Broadway Jones. Can be approved upon executed on an incentive agreement. Update on the City fee waivers to be awarded 5/22/18. Additional \$514,500 upon execution. Update expiration upon execution of new CCHIP Agmt, per email 12/5/18. Renewed until 1/19/20. Agreement executed 12/20/18.

Status Reason:

SAWS Waived Amt:

SAWS Waived Date:

SAWS Who Waived:

City Waived Amt: \$625.00

City Who Waived: 142613

City Waived Date: 11/30/2018 3:53:34 PM

Council Approved: No

Est. Claim Date: 4/2/2018

City Approved: Yes

SAWS Approved: Yes

City Expiration Date:

SAWS Expiration Date:

Special Expiration: No

EDD Project: No

CCHIP Project: Yes

Other CCDO Project: Yes

Bexar CAD

Property Search Results > 104511 LIBERTY PROPERTIES Tax Year:
for Year 2017

Property

Account

Property ID:	104511	Legal Description:	NCB 458 BLK 36 LOT 1 THRU 4
Geographic ID:	00458-036-0012	Zoning:	FBZ T6-1
Type:	Real	Agent Code:	60479
Property Use Code:	0995		
Property Use Description:	COMMERCIAL PARKING LOT		

Protest

Protest Status:
 Informal Date:
 Formal Date:

Location

Address:	1002 AVENUE B SAN ANTONIO, TX 78215	Mapsco:	617A3
Neighborhood:	NBHD code10081	Map ID:	
Neighborhood CD:	10081		

Owner

Name:	LIBERTY PROPERTIES	Owner ID:	72435
Mailing Address:	215 W TRAVIS ST SAN ANTONIO, TX 78205-1421	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$100	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$1,169,300	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>

(=) Market Value:	=	\$1,169,400	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$1,169,400	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$1,169,400	

Taxing Jurisdiction

Owner: LIBERTY PROPERTIES

% Ownership: 100.0000000000%

Total Value: \$1,169,400

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
06	BEXAR CO RD & FLOOD	0.012868	\$1,169,400	\$1,169,400	\$150.47	
08	SA RIVER AUTH	0.017290	\$1,169,400	\$1,169,400	\$202.19	
09	ALAMO COM COLLEGE	0.149150	\$1,169,400	\$1,169,400	\$1,744.16	
10	UNIV HEALTH SYSTEM	0.276235	\$1,169,400	\$1,169,400	\$3,230.29	
11	BEXAR COUNTY	0.291229	\$1,169,400	\$1,169,400	\$3,405.63	
21	CITY OF SAN ANTONIO	0.558270	\$1,169,400	\$1,169,400	\$6,528.41	
57	SAN ANTONIO ISD	1.532600	\$1,169,400	\$1,169,400	\$17,922.22	
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$1,169,400	\$1,169,400	\$0.00	
SA031	San Antonio TIF #31 Midtown	0.000000	\$1,169,400	\$1,169,400	\$0.00	
Total Tax Rate:		2.837642				
					Taxes w/Current Exemptions:	\$33,183.37
					Taxes w/o Exemptions:	\$33,183.39

Improvement / Building

Improvement #1: Commercial State Code: F1 Living Area: sqft Value: \$50					
Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	26000.0

Improvement #2: Commercial State Code: F1 Living Area: sqft Value: \$50					
Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	530.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	0.6101	26575.00	0.00	0.00	\$1,169,300	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A
2017	\$100	\$1,169,300	0	1,169,400	\$0	\$1,169,400
2016	\$100	\$1,063,000	0	1,063,100	\$0	\$1,063,100

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/27/1999	Deed	Deed		LIBERTY PROPERTIES	7989	1253	0

**2018 data current as of Feb 5 2018 12:28AM.
 2017 and prior year data current as of Feb 2 2018 9:41AM
 For property information, contact (210) 242-2432 or (210) 224-8511 or email.**

For website information, contact (210) 242-2500.

Website version: 1.2.2.22

Database last updated on: 2/5/2018 12:28 AM

© N. Harris Computer Corporation

Bexar CAD

Property Search Results > 104512 LIBERTY PROPERTIES Tax Year:
 for Year 2017

Property

Account

Property ID:	104512	Legal Description:	NCB 458 BLK 36 LOT 9 THRU 16
Geographic ID:	00458-036-0013	Zoning:	FBZ T6-1
Type:	Real	Agent Code:	60479
Property Use Code:	098		
Property Use Description:	TRANSITIONAL USE		

Protest

Protest Status:
 Informal Date:
 Formal Date:

Location

Address:	1001 BROADWAY ST SAN ANTONIO, TX 78215	Mapsco:	617A3
Neighborhood:	NBHD code10081	Map ID:	
Neighborhood CD:	10081		

Owner

Name:	LIBERTY PROPERTIES	Owner ID:	72435
Mailing Address:	215 W TRAVIS ST SAN ANTONIO, TX 78205-1421	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$2,300	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$2,497,840	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>

(=) Market Value:	=	\$2,500,140	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$2,500,140	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$2,500,140	

Taxing Jurisdiction

Owner: LIBERTY PROPERTIES

% Ownership: 100.0000000000%
 Total Value: \$2,500,140

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.012868	\$2,500,140	\$2,500,140	\$321.72
08	SA RIVER AUTH	0.017290	\$2,500,140	\$2,500,140	\$432.27
09	ALAMO COM COLLEGE	0.149150	\$2,500,140	\$2,500,140	\$3,728.96
10	UNIV HEALTH SYSTEM	0.276235	\$2,500,140	\$2,500,140	\$6,906.27
11	BEXAR COUNTY	0.291229	\$2,500,140	\$2,500,140	\$7,281.13
21	CITY OF SAN ANTONIO	0.558270	\$2,500,140	\$2,500,140	\$13,957.54
57	SAN ANTONIO ISD	1.532600	\$2,500,140	\$2,500,140	\$38,317.15
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$2,500,140	\$2,500,140	\$0.00
SA031	San Antonio TIF #31 Midtown	0.000000	\$2,500,140	\$2,500,140	\$0.00
Total Tax Rate:		2.837642			
Taxes w/Current Exemptions:					\$70,945.04
Taxes w/o Exemptions:					\$70,945.02

Improvement / Building

Improvement #1: Commercial State Code: F1 Living Area: 1346.0 sqft Value: \$1,000

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - A	MA	1986	1346.0

Improvement #2: Commercial State Code: F1 Living Area: sqft Value: \$1,000

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - G		0	55000.0

Improvement #3: Commercial State Code: F1 Living Area: sqft Value: \$100

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CPT	Detached Carport	* - A		0	6744.0

Improvement #4: Commercial State Code: F1 Living Area: sqft Value: \$100

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CNP	Canopy	* - A		0	780.0

Improvement #5: Commercial State Code: F1 Living Area: sqft Value: \$100

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - A		0	450.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	1.3032	56769.00	0.00	0.00	\$2,497,840	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A

2017	\$2,300	\$2,497,840	0	2,500,140	\$0	\$2,500,140
2016	\$2,300	\$2,270,760	0	2,273,060	\$0	\$2,273,060

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/27/1999	Deed	Deed		LIBERTY PROPERTIES	7989	1253	0

2018 data current as of Feb 5 2018 12:28AM.

2017 and prior year data current as of Feb 2 2018 9:41AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

Bexar CAD

Property Search Results > 104513 LIBERTY PROPERTIES Tax Year:
for Year 2017

Property

Account

Property ID:	104513	Legal Description:	NCB 458 BLK 36 LOT 5&6, 7 & 8
Geographic ID:	00458-036-0020	Zoning:	FBZ T6-1
Type:	Real	Agent Code:	60479
Property Use Code:	098		
Property Use Description:	TRANSITIONAL USE		

Protest

Protest Status:
 Informal Date:
 Formal Date:

Location

Address:	210 E JONES AVE SAN ANTONIO, TX 78215	Mapsc0:	617A3
Neighborhood:	NBHD code10081	Map ID:	
Neighborhood CD:	10081		

Owner

Name:	LIBERTY PROPERTIES	Owner ID:	72435
Mailing Address:	215 W TRAVIS ST SAN ANTONIO, TX 78205-1421	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$1,000	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$1,240,270	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	<input type="text" value="\$0"/>
(+) Timber Market Valuation:	+	\$0	<input type="text" value="\$0"/>

(=) Market Value:	=	\$1,241,270	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$1,241,270	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$1,241,270	

Taxing Jurisdiction

Owner: LIBERTY PROPERTIES

% Ownership: 100.0000000000%

Total Value: \$1,241,270

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.012868	\$1,241,270	\$1,241,270	\$159.72
08	SA RIVER AUTH	0.017290	\$1,241,270	\$1,241,270	\$214.62
09	ALAMO COM COLLEGE	0.149150	\$1,241,270	\$1,241,270	\$1,851.35
10	UNIV HEALTH SYSTEM	0.276235	\$1,241,270	\$1,241,270	\$3,428.82
11	BEXAR COUNTY	0.291229	\$1,241,270	\$1,241,270	\$3,614.94
21	CITY OF SAN ANTONIO	0.558270	\$1,241,270	\$1,241,270	\$6,929.64
57	SAN ANTONIO ISD	1.532600	\$1,241,270	\$1,241,270	\$19,023.71
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$1,241,270	\$1,241,270	\$0.00
SA031	San Antonio TIF #31 Midtown	0.000000	\$1,241,270	\$1,241,270	\$0.00
Total Tax Rate:		2.837642			
Taxes w/Current Exemptions:					\$35,222.80
Taxes w/o Exemptions:					\$35,222.80

Improvement / Building

Improvement #1: Commercial State Code: F1 Living Area: 19479.0 sqft Value: \$700

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - A	BR	1948	4017.0
320	STORAGE WAREHOUSE	C - A	BR	1948	15462.0

Improvement #2: Commercial State Code: F1 Living Area: sqft Value: \$100

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - A		0	528.0

Improvement #3: Commercial State Code: F1 Living Area: sqft Value: \$100

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LDK	Loading Dock	* - A		0	2220.0

Improvement #4: Commercial State Code: F1 Living Area: sqft Value: \$100

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	2325.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	0.6471	28188.00	0.00	0.00	\$1,240,270	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A
2017	\$1,000	\$1,240,270	0	1,241,270	\$0	\$1,241,270
2016	\$1,000	\$1,127,520	0	1,128,520	\$0	\$1,128,520

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/27/1999	Deed	Deed		LIBERTY PROPERTIES	7989	1253	0

2018 data current as of Feb 5 2018 12:28AM.

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For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

Website version: 1.2.2.22

Database last updated on: 2/5/2018 12:28 AM

© N. Harris Computer Corporation



Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: Timothy Cone Title: Authorized Representative
 Company: The NRP Group LLC
 Project Role: VP Development
 Address, City, ST, ZIP: 200 Concord Plaza, Suite 900, San Antonio, Texas 78216
 Phone: _____ Fax: _____ Email: _____

Project Information

Project Owner / Developer: The NRP Group LLC / San Antonio Housing Trust PFC
 Other Associated Entities and Roles: NRP Holdings LLC; NRP Management LLC; NRP Contractors II, LLC
 Project Name: Broadway Jones Apartments
 Project Site Address: 1001 Broadway Ave.
 Start Date: 10/02/2018 Completion Date: 10/05/2020
 Cost of public improvements: \$ ~750,000
 Estimated total project cost: \$ 56,645,011 (including public improvements)
 Housing units created: 284 Rentals For Sale
 Housing units per acre: 103
 Affordable housing units created: 143 (Affordable to up to 80% Area Median Income)
 Target rental price per square foot: \$ 1.81 / Target sales price per square foot: \$ 0
 Square feet of retail space: 16,700 Square feet of commercial office space: 0
 Estimated number of new jobs to be created, if any: 225

Site Information

City Council District #: 1 Current Zoning: Rio 2 FBZ T6-1
 Note: Projects that must be rezoned from "Residential Single-Family" or "Residential Mixed District" are not eligible.
 Bexar County Appraisal District Information (www.bcad.org) for previous tax year
 Property ID#: 104511; 104512; 104513 Acreage: 2.75
 Current Value: Land: \$ 4,898,410 Improvements: \$ 3400

Geographic Location

Project must be located in the Greater Downtown Area (GDA). Additional consideration will be given to projects in the Central Business District (CBD).

- Located in GDA and CBD ✓
 Located in GDA only
 Located in a Tax Increment Reinvestment Zone (TIRZ), specifically: Midtown ✓

Project Categories

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

Other Project Features

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

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: \$ 1,041,519.00¹⁴ (must obtain written estimate from SAWS)

Projected time to install water/sewer services: (month/ year) January/2019

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

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

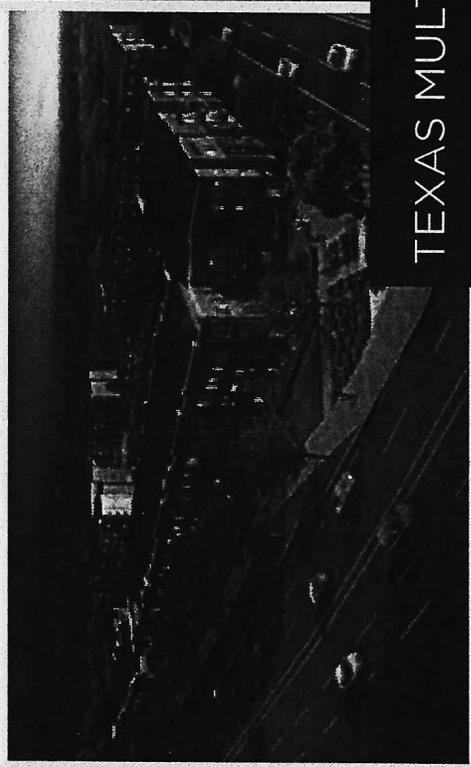
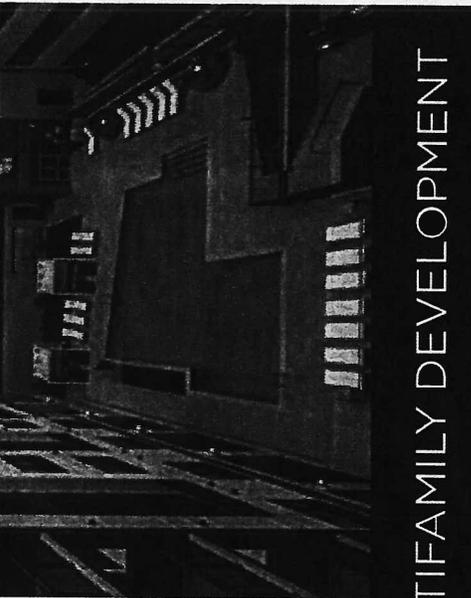
Required Attachments

- 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 at 210-704-7297)
 Project Proforma

Today's date:

10/25/2017

the
NRP
group



TEXAS MULTIFAMILY DEVELOPMENT

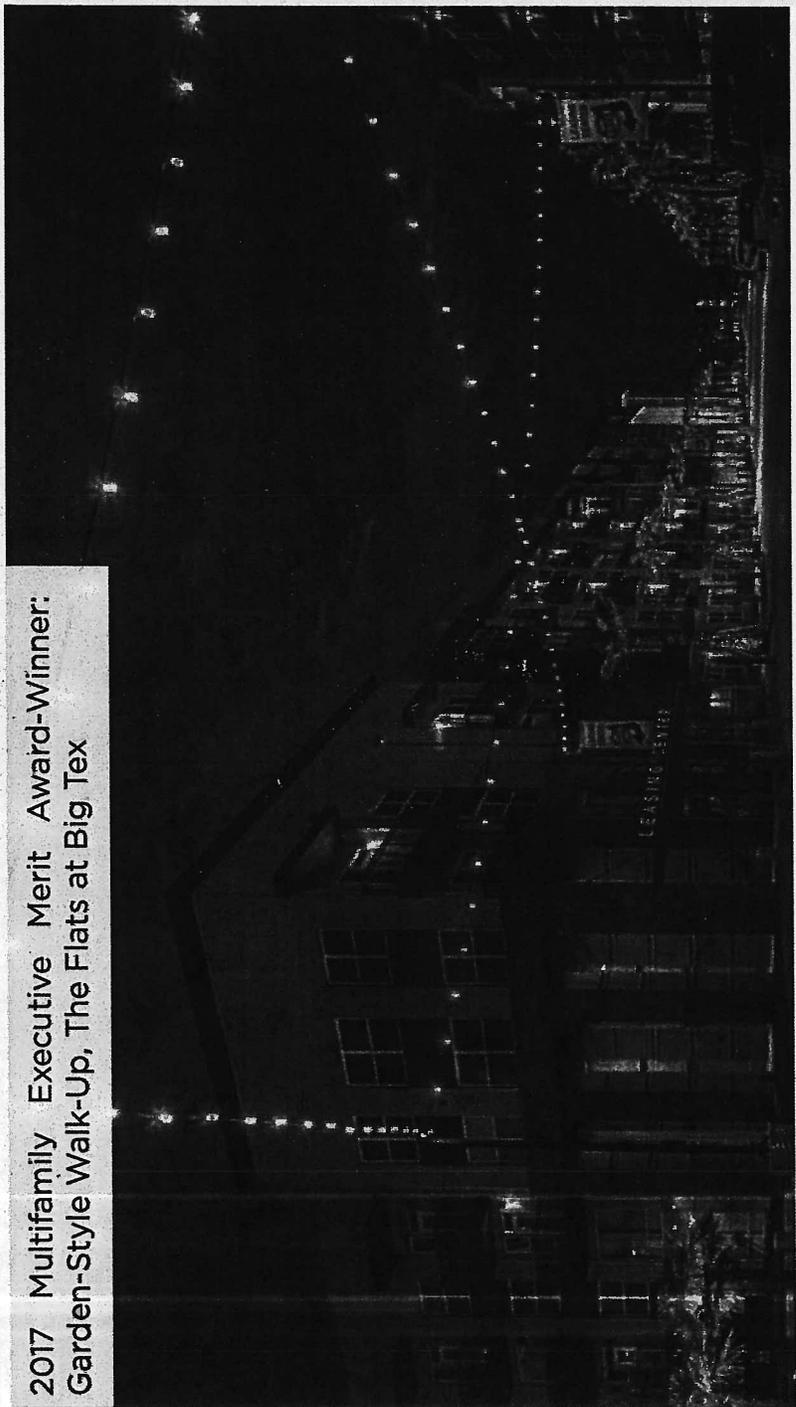




SOUTHTOWN

The Flats at Big Tex and Cevallos Lofts are within walking distance to Blue Star - a curated mixed-use complex that captures the essence of Southtown and serves as the anchor of San Antonio's art scene.

2017 Multifamily Executive Merit Award-Winner:
Garden-Style Walk-Up, The Flats at Big Tex



THE FLATS AT BIG TEX

A contemporary urban garden, trophy asset located on the San Antonio Riverwalk at the doorstep of downtown. "Big Tex" offers residents best-in-class amenities and high-end unit finishes, and is strategically positioned within Southtown, a rapidly gentrifying neighborhood defined by the Historic King William District, eclectic restaurants/bars, local coffee shops, and a vibrant arts scene.

Big Tex will soon feature 2 new signature restaurant concepts from Chef Johnny Hernandez. As one of the premier Mexican cuisine authorities in the United States, Chef Hernandez served as President Obama's guest chef during last year's Cinco de Mayo celebration, and has opened renowned eateries in Las Vegas and London.

200 Concord Plaza, Suite 900, San Antonio, Texas 78216

Phone (210) 487-7878 | www.nrpgroup.com

CEVALLOS LOFTS

Cevallos Lofts broke open the Southtown market as the area's first large-scale urban multifamily community. NRP immediately recognized the extraordinary cultural value of the Blue Star Arts Complex one block away, and created affordable luxury for working professionals and young urban pioneers seeking to walk across the street to their favorite ice house, coffee shop, or contemporary art gallery. Residents can connect to the San Antonio Riverwalk in thirty seconds and easily hike or bike straight into Downtown.

Big Tex/Cevallos
Total Project Value:
\$110 million
(of approximately \$600 million total development in Southtown.)



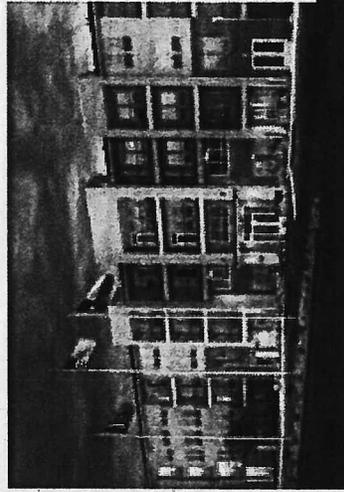
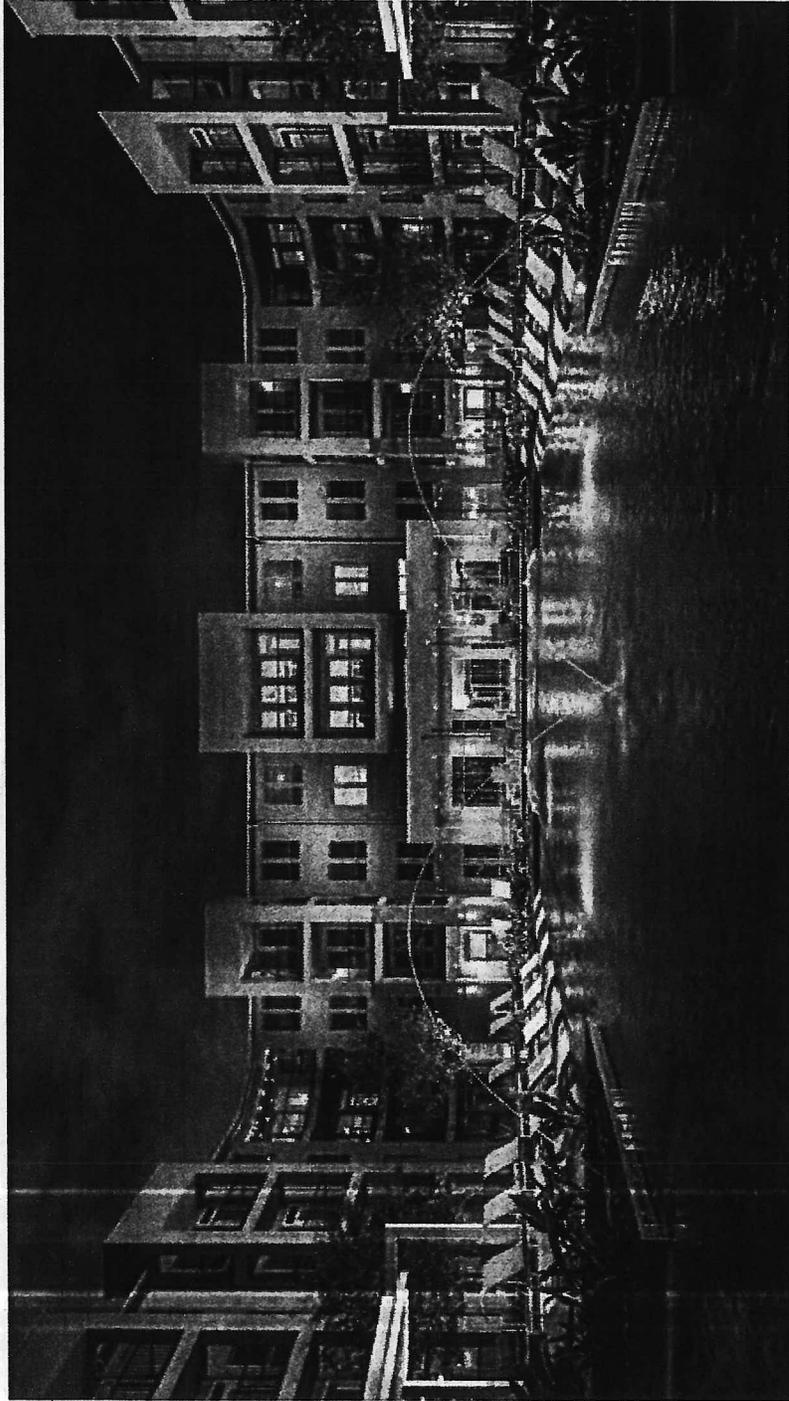
THE KENNEDY

Featuring a resort-style pool, two dog parks, and sophisticated modern apartments, The Kennedy provides affordable upscale luxury for South San Antonio's young working professionals and families at Brooks City Base. Recently, NRP learned that The Kennedy and our first phase of residential ("The Landings") helped increase the value of Brooks' 2500 acres from \$36 million just seven years ago to approximately \$700 million today. Based on The Kennedy's success, NRP has been selected by the Brooks Development Authority to create an urban, mixed-use town center at Brooks to further catalyze its redevelopment into an urban mixed-use destination.

The Kennedy/The Landings

Total Project Value:

\$200 million out of \$700 million worth of development (including two residential phases and a future mixed-use town center)



200 Concord Plaza, Suite 900, San Antonio, Texas 78216

Phone (210) 487-7878 | www.nrpgroup.com

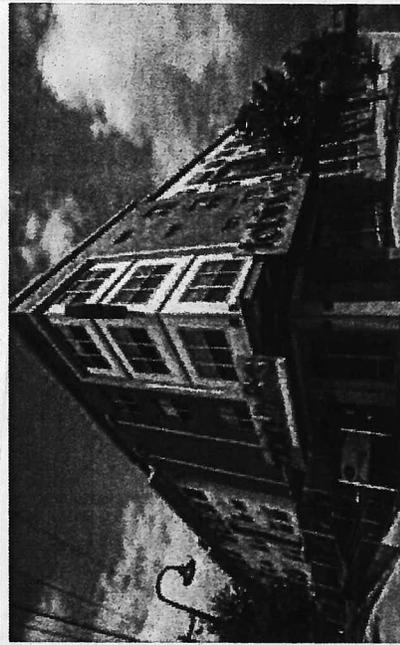
TOBIN LOFTS

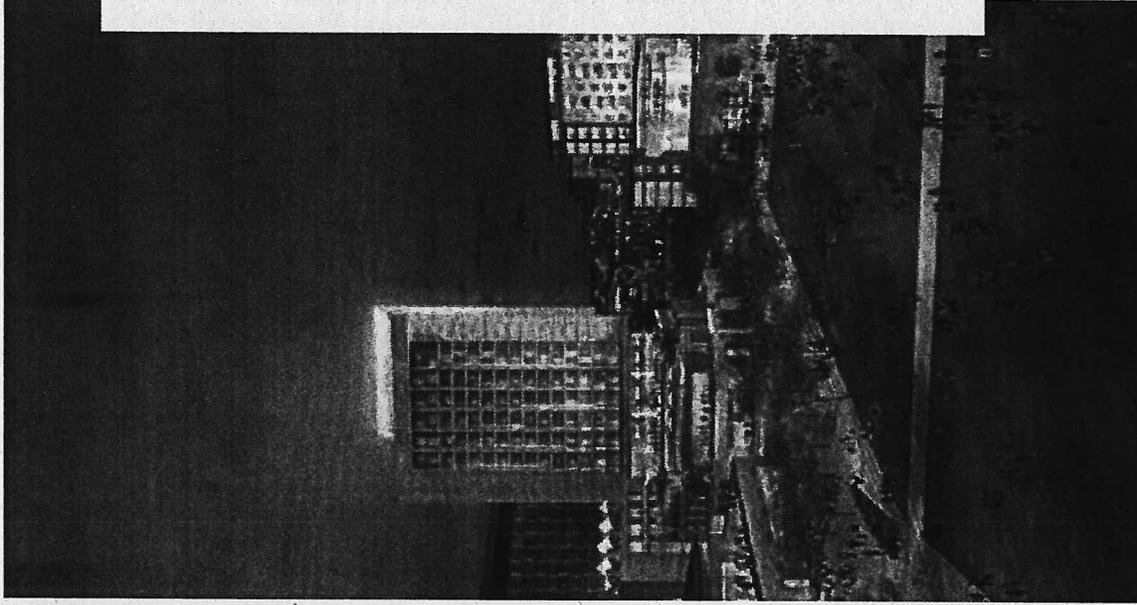
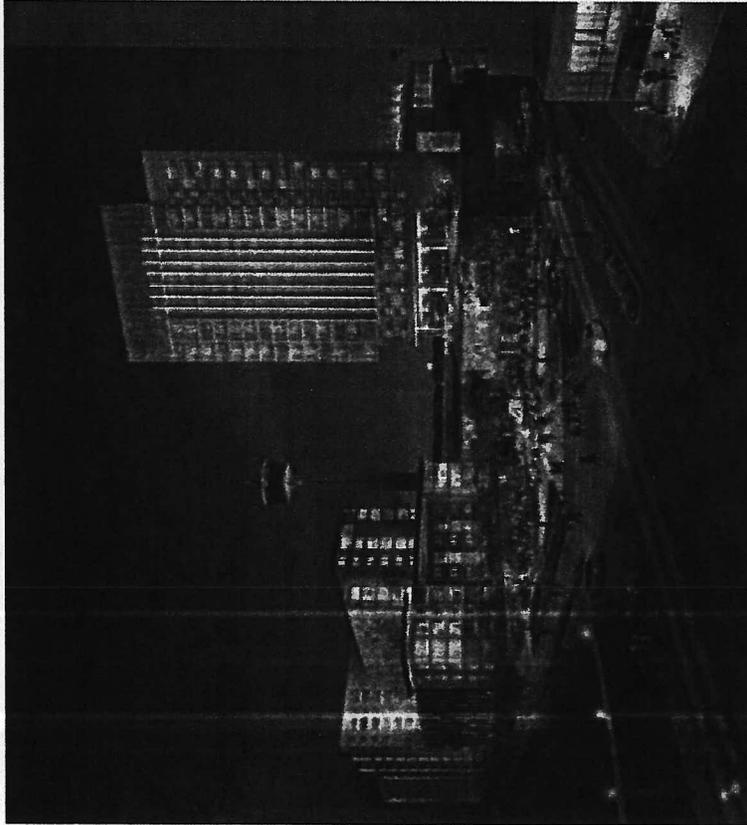
Tobin Lofts, located steps away from San Antonio College, was NRP's first venture into Student Housing in the Texas market. The four-story, mixed-use building helped catalyze the revitalization of a major urban corridor near Downtown San Antonio, which has become a hot spot for thousands of local college students every weekend. Tobin Lofts features a 24-hour fitness center, 12,000 square feet of leasable space anchored by Luther's Restaurant, and state-of-the-art academic advising center for SAC students. Tobin is also located just one block away from the St. Mary's strip, one of San Antonio's iconic bar, restaurant, and music scenes. Based on Tobin's success, SAC has tasked NRP with developing Tobin II, including additional student housing and a new veterans center for the college.

Total Project Value:

\$100 million

(out of \$150 total area development for the first and newly planned second phase of Tobin)

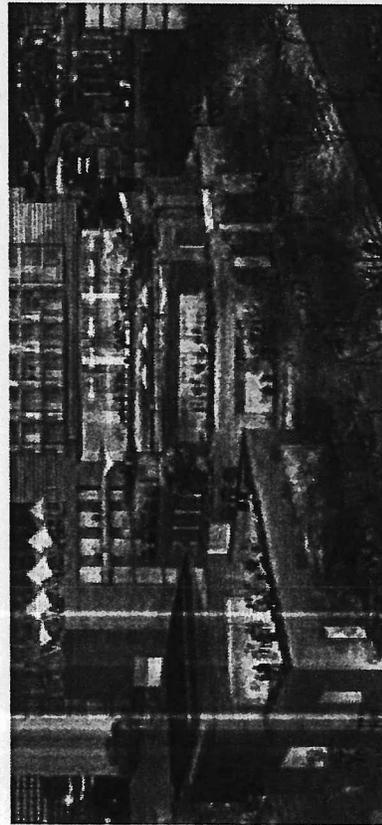


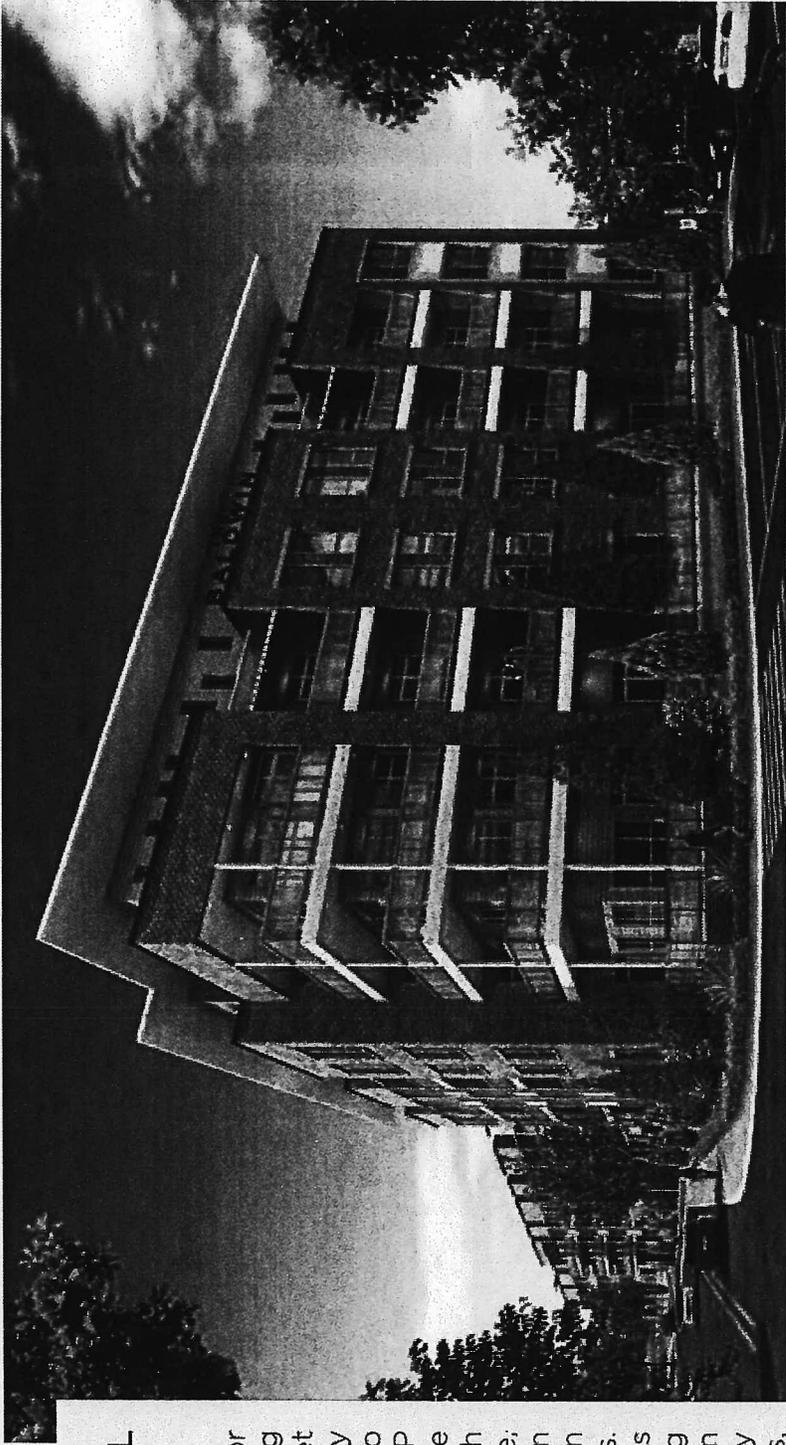


HEMISFAIR PARK REDEVELOPMENT

NRP and Zachry Realty's redevelopment of San Antonio's historic 1968 World Fair site will transform Downtown San Antonio by creating a \$600 million world-class destination that serves as a centerpiece for the community, featuring an inspired urban market filled with artisanal vendors, San Antonio's first Curio Hotel by Hilton, and a 200-room luxury mixed-income multifamily residential building surrounding a lush plaza.

Total Project Value:
\$100 million
(out of a projected \$600m project cost)

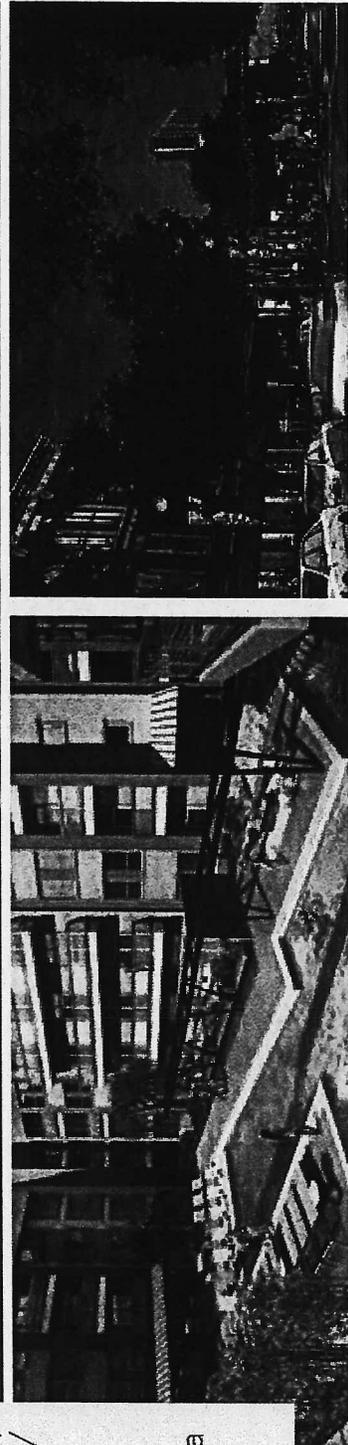




THE BALDWIN AT ST. PAUL SQUARE

A former industrial site named for a historic rail station now serving as an event facility, the Sunset Station District offers walkability to downtown, the San Antonio Riverwalk, and the Alamo. NRP and Zachry Realty are leading the area's redevelopment efforts with The Baldwin at St. Paul Square, which will marry industrial design and contemporary amenities in 271 unique loft-style living spaces. The Baldwin features two spacious amenity courtyards comprising a large resort-style pool and zen garden, and is surrounded by Sunset Station's restaurants, bars, hotel, offices and conference / meeting facilities.

Total Project Value:
\$50 million
(of \$100 million total area development)





TRADEHOUSE AT BULVERDE

A 104 acre master-planned, mixed use development in northcentral San Antonio which will be anchored by HEB Bulverde Market. At full build out, the project will contain approximately 500,000 square feet of anchored retail, restaurant and office space, along with 320 upscale urban-style apartment units. The project is being developed by a partnership between NRP and Fulcrum Development, in conjunction with a \$10,000,000 major thoroughfare extension which was recently completed under a public/private partnership between Fulcrum Development and the City of San Antonio.

Total Project Value:
\$100 million
(of \$250 million in the area)

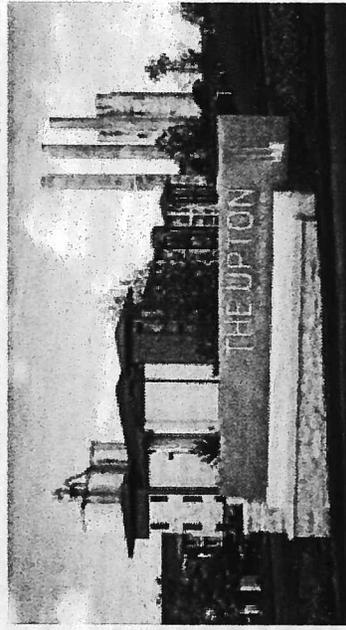
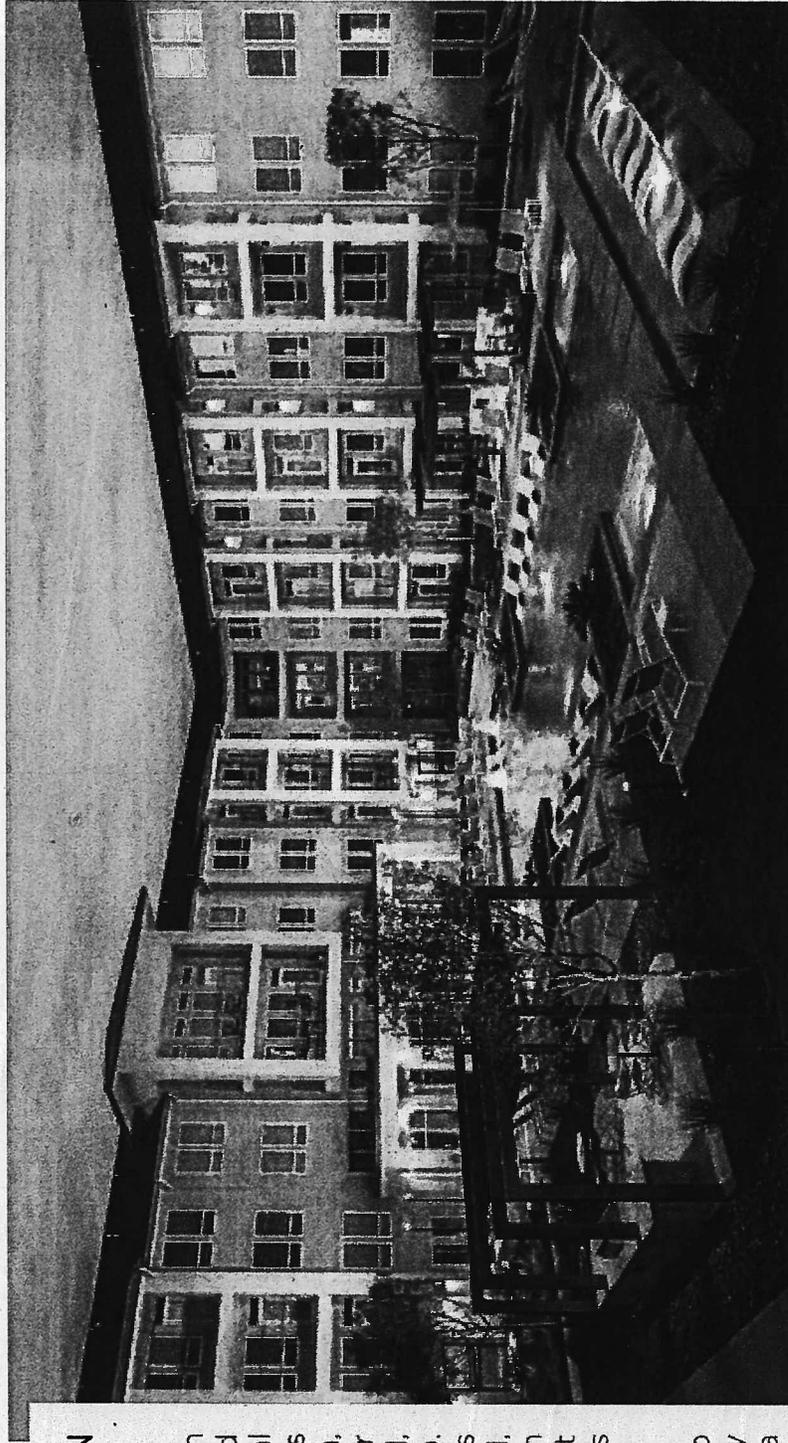


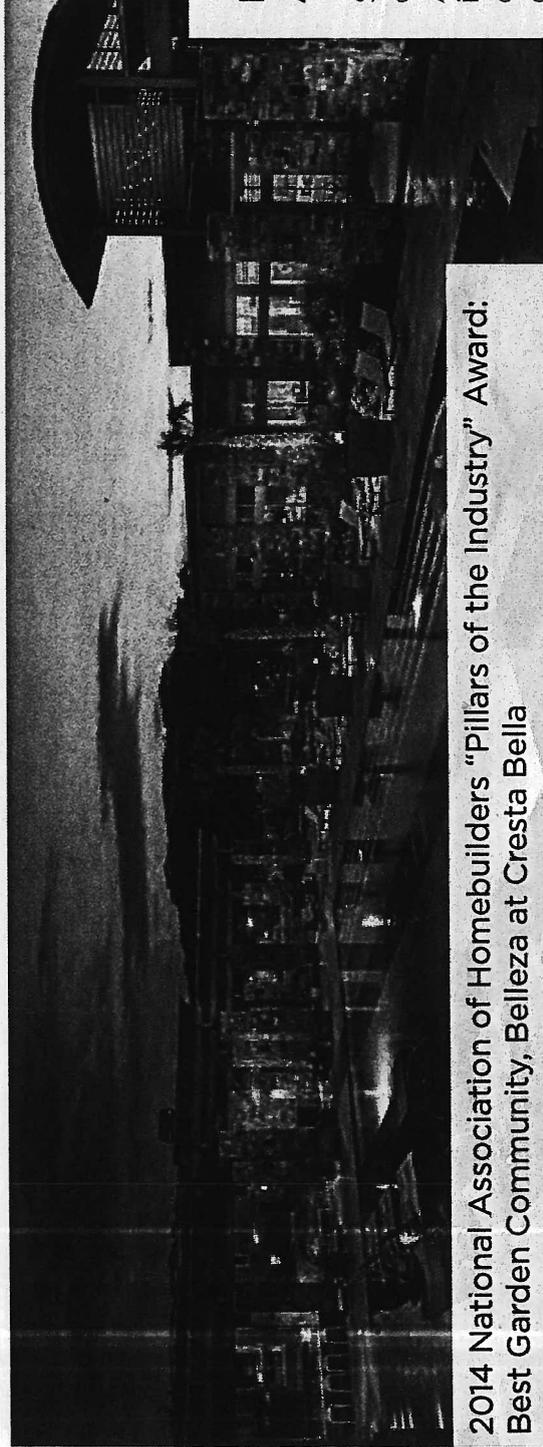
THE UPTON AT LONGHORN QUARRY

NRP and partner Laddie Denton transformed an overlooked quarry site into the first residential development on San Antonio's new Wurzbach Parkway extension, now connecting the city's major thoroughfares (I-10, Highway 281, NW Military Highway and I-35). Across the street from Morgan's Wonderland and Toyota Field, Longhorn now serves as a modern loft-style gateway development connecting many of San Antonio's highest income areas.

Moving forward, NRP will develop an additional luxury multifamily community and establish a cutting-edge "restaurant row" concept at the quarry.

Total Project Value:
\$120 million of \$700 million worth of area development (including a projected second phase and "restaurant row" in planning)



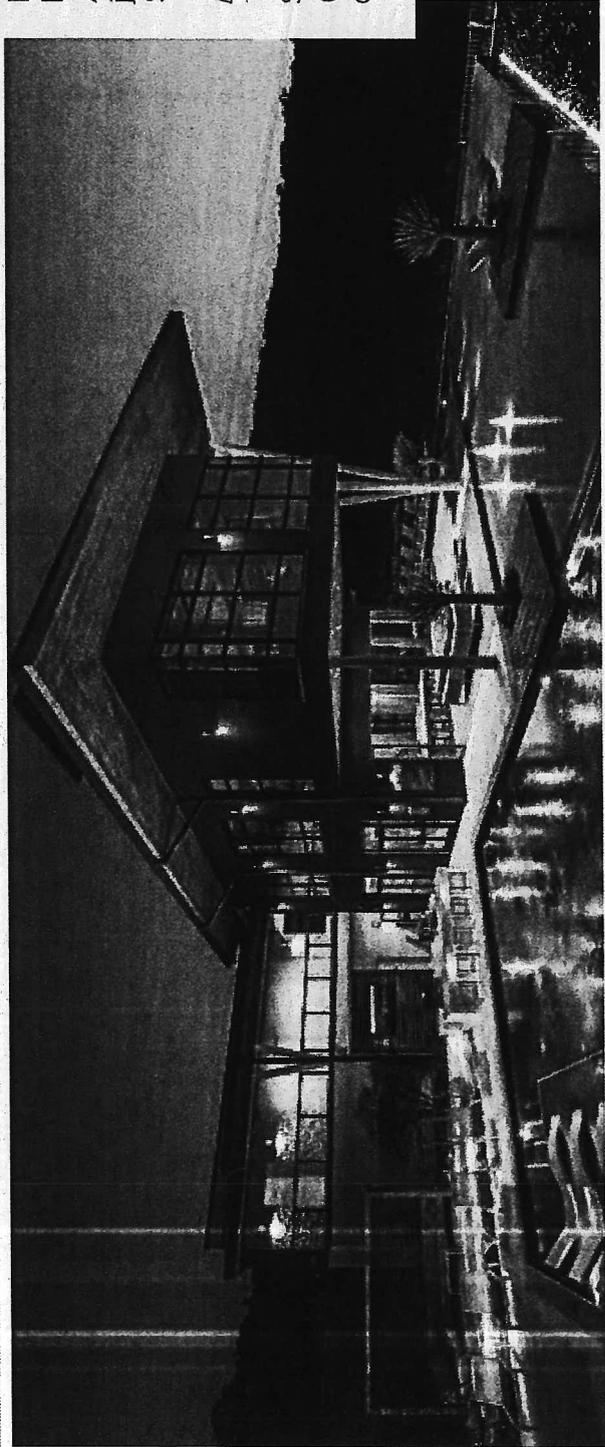


2014 National Association of Homebuilders "Pillars of the Industry" Award:
Best Garden Community, Belleza at Cresta Bella

BELLEZA & ASCENT CRESTA BELLA

Scenic escapes from the bustle of professional life, Belleza and Ascent are integrated seamlessly into the hills of Cresta Bella, near one of the most desirable planned communities in San Antonio. Popular upscale retail destinations like Neiman Marcus, Coach, the Apple Store, and Lululemon are just minutes away at the open-air Shops at La Canterra.

Belleza/Ascent
Total Project Value:
\$125 million
(out of \$500 million total development in the area.)



AFFORDABLE HOUSING FINANCE 2016 RANKED #1 TOP 50 AFFORDABLE HOUSING DEVELOPER

NMHC 50

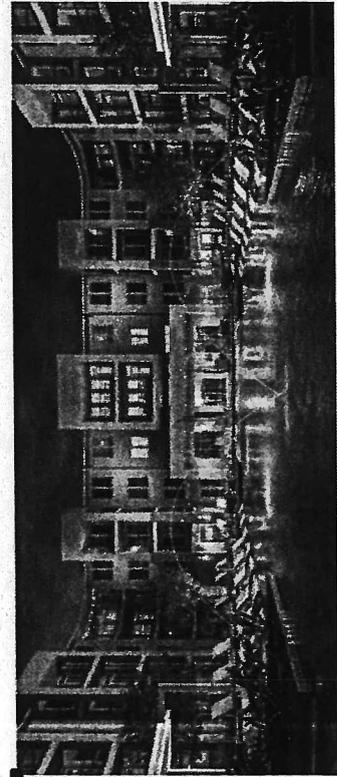
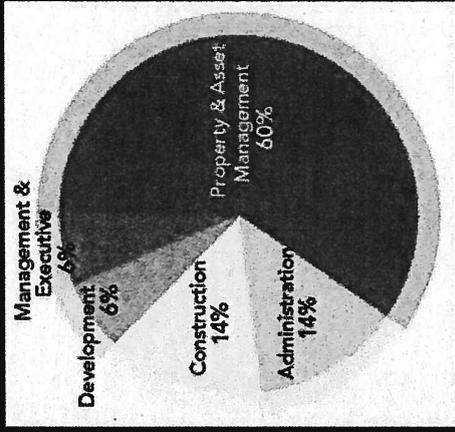
CONTRACTORS #6 DEVELOPERS #7 2017 TOP 50

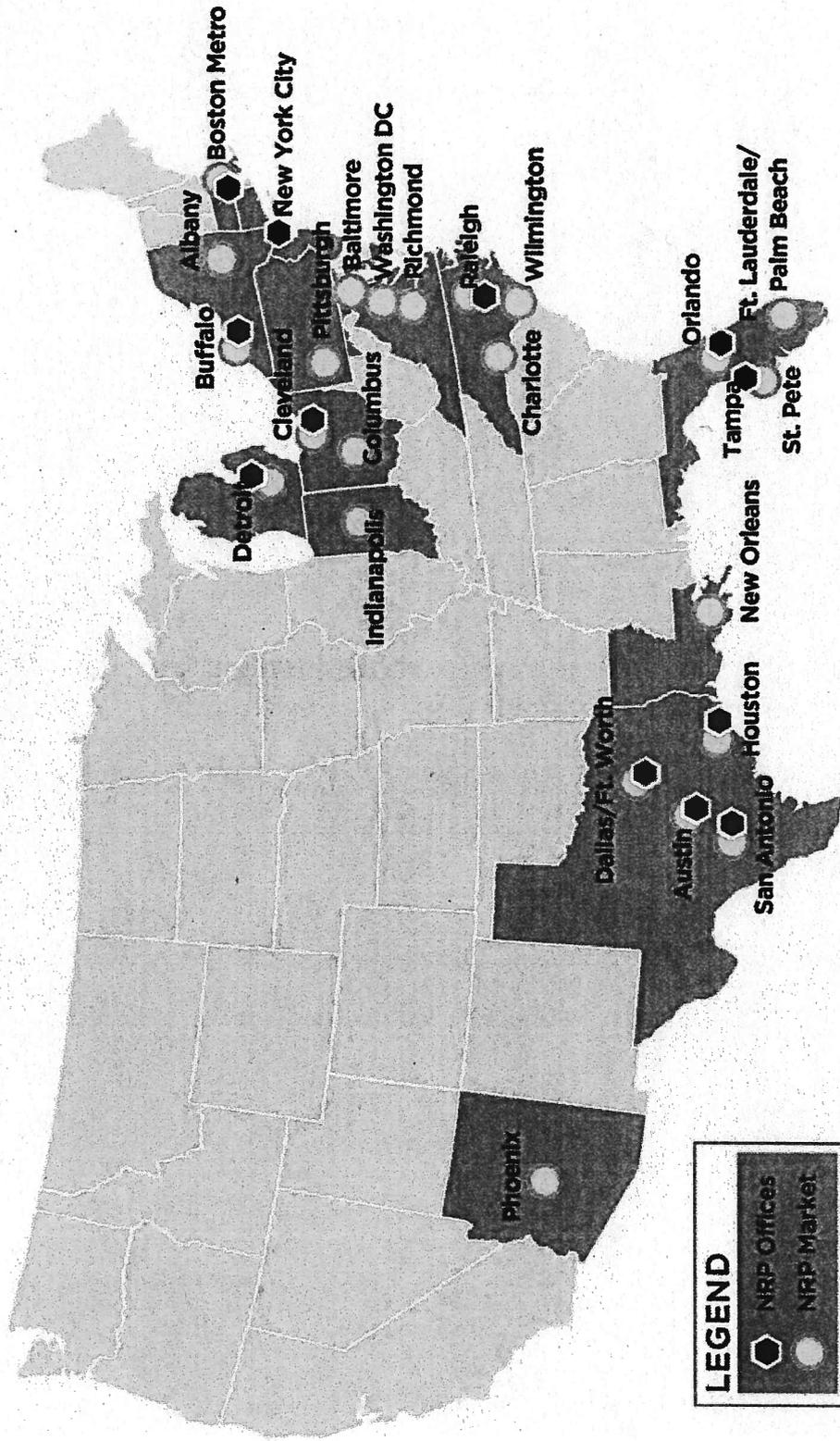


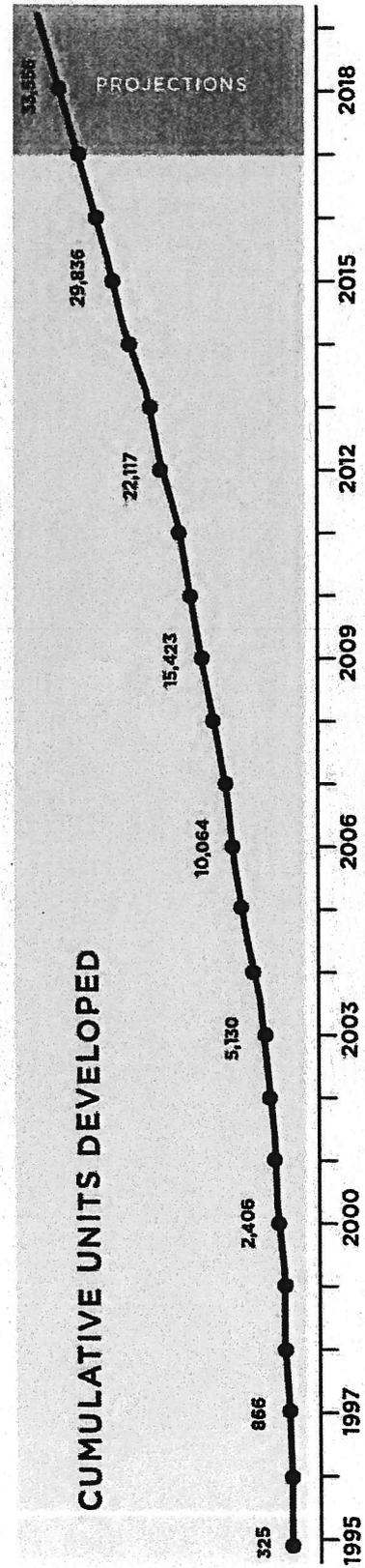
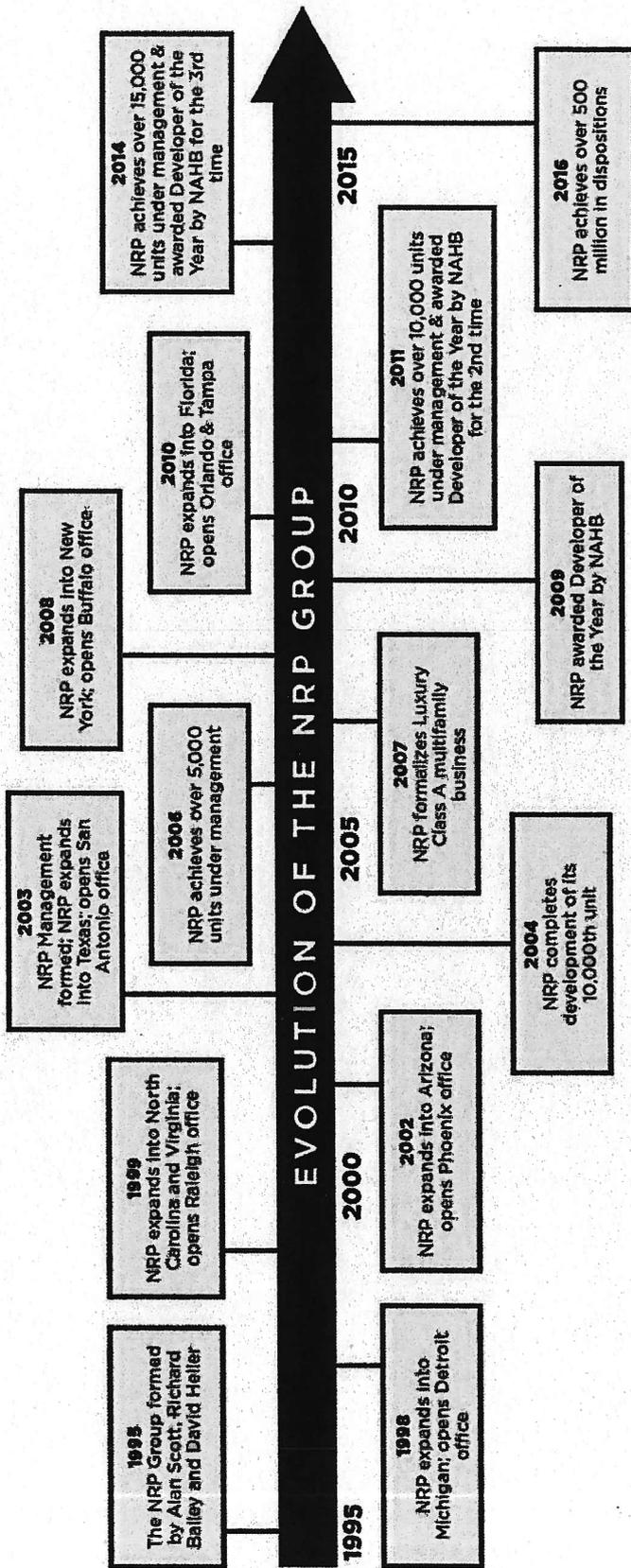
2014 WINNER MULTIFAMILY DEVELOPMENT FIRM OF THE YEAR

- National multifamily developer, general contractor and property manager founded in 1995
- Developed over 28,000 units in 12 states, and manages over 18,000 residential units
- More than 300 years of collective executive team experience, and over 650+ employees nationwide
- Annual building revenue of over \$300 Million
- Closed over \$5.0 Billion in Real Estate, \$3.0 Billion since 2009

NRP Employee Breakdown







The NRP Group is a full-service, fully-integrated, developer, general contractor and property manager.

■ DEVELOPMENT

NRP Development handles every aspect of development from concept to completion. Experienced multifamily developer of market rate, affordable and senior housing projects along with significant experience in single-family infill housing.

■ CONSTRUCTION

NRP Contractors is a full-service general contractor, licensed in 12 states, providing professional construction services for multifamily and single family homes. Over 28,000 units have been built since inception.

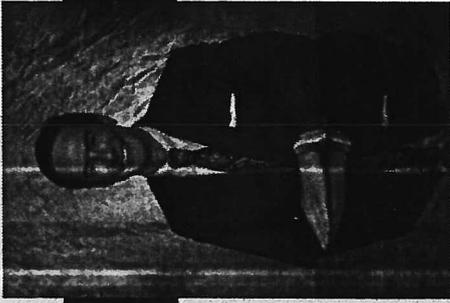
■ PROPERTY MANAGEMENT

NRP Management is a full-service property manager with over 18,000 of market rate, affordable and senior rental units under management.

■ INVESTMENT SERVICES

NRP is a manager company and money manager owned by the principals of NRP, tasks with a focus on financial security, non-tax credit properties at a tax credit purchaser and tax-exempt bond buyer.





Daniel B. Markson Senior Vice President - Development

From NRP's San Antonio office, Dan Markson oversees development operations for The NRP Group including bond/tax credit and conventionally financed rental communities. Mr. Markson's 26 years of professional experience in financial, development, and ownership of multi-family and single family housing enhances his qualifications to focus in providing the superior quality inherent in NRP communities.

Highlighted Experience

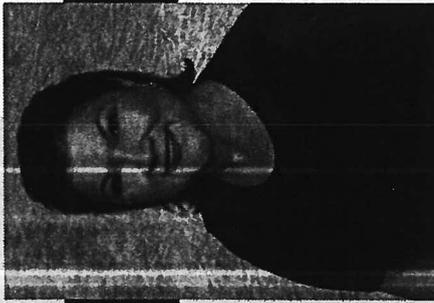
From 1987 to 1997, Mr. Markson served as Senior Vice President of Boston Capital and was responsible for over \$400 million of equity investment in affordable housing including new construction and preservation. From 1997 to 2003, Mr. Markson served as a partner in Royal Castle Companies, developing affordable housing rental units consisting of 14 apartment communities in Florida, Louisiana, Michigan, and Texas. Under Mr. Markson's leadership, Royal Castle pioneered many innovative programs such as on-site educational centers and athletic programs benefiting its residents and their children.

Mr. Markson earned his Bachelor of Arts in Urban Geography from Clark University and an MBA from Babson College. He is listed in the 1993 to 2012 edition of Who's Who in Business and Finance.

Leadership in Community

Mr. Markson is the national director of NAHB for the Greater San Antonio Builders Association. He also serves on the Federal Government Affairs and Housing Finance Committee of the National Association of Home Builders (NAHB) and as a director and President of the Texas Association of Affordable Housing Providers. He is a state director of the Texas Association of Builders (TAB) and 2003 Chairman of the TAB Multifamily Council. In addition, is a trustee of the NAHB Multifamily Council, as well as a founder in 2000, and a chairman of the NAHB Housing Credit Group - a key advocate for Low Income Housing Tax Credits. He was past chair of the NAHB Multifamily Finance Sub Committee and was reappointed as chair for 2010-11. He also served as a development advisor to the Board of Directors of Interfaith, a Rhode Island consortium of churches dedicated to providing low-income housing as well as a director of the nonprofit developer, Charlesview Inc. from 1981 to 1991. He currently serves on the board of Temple Beth El San Antonio and as Director of Jewish Family Services also in San Antonio.

Mr. Markson has been recognized for his numerous contributions to housing by his peers and in numerous national and local publications including Affordable Housing Finance magazine and the San Antonio Business Journal.



Debra Guerrero Vice President - Governmental Affairs

As Vice President of Government Affairs, Debra Guerrero is a senior member of the development team for The NRP Group in San Antonio. Ms. Guerrero joined NRP in 2004 and is credited with opening the Texas office. Since that time, her experience in the public sector has served as an important component in the development of over 7,000 multi-family housing units throughout the State. Ms. Guerrero has expertise in the organizational and financing structures involved in all aspects of public/private partnerships, as well as the intricacies, rules and regulations involved in working with local, state and federal organizations.

Prior to joining NRP, Ms. Guerrero served as city councilwoman of the seventh largest city in the United States (1997-2001) and was responsible for the development of the most progressive neighborhood investment programs to improve the inner city areas of San Antonio.

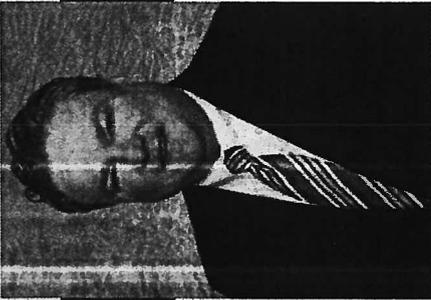
Ms. Guerrero is an urban planner, strategist and policymaker both by training and experience. Ms. Guerrero received her Bachelor of Arts degree from St. Mary's University and a Joint Degree Doctorate of Jurisprudence and Masters of Public Affairs from the University of Texas at Austin Law School and Lyndon Baines Johnson School of Public Affairs.

Leadership in the Industry

Ms. Guerrero was the first developer ever to be elected to the board of the Texas Association of Local Housing Finance Agencies (TALHFA), a statewide organization representing housing finance agencies throughout Texas. In addition, she serves on the board of the leading organization of affordable housing professionals in the State of Texas representing the affordable housing industry, The Texas Association of Affordable Housing Providers (TAAHP). Ms. Guerrero is often asked to provide her multi-family and community insights and expertise in strategic initiatives and plans, specifically to redevelop inner city assets and neighborhoods.

Leadership in the Community

Ms. Guerrero's civic commitments are numerous. Most recently she was selected to fill an unexpired term as a trustee to the San Antonio Independent School District (SAISD). Ms. Guerrero was also tapped by Mayor Julian Castro to serve as the multi-family appointee to the Hemisfair Park Area Redevelopment Corporation. Ms. Guerrero continues to stay actively involved in organizations such as the Texas Lyceum, Leadership San Antonio, and the Highlands Community Alliance.



Timothy B. Cone, AIA Vice President - Development

Timothy B. Cone, AIA is a registered architect with a unique insight into the depth of the real estate development process. His 30 years of diverse experience performing as a developer, architect, project manager, and general contractor for multifamily housing, commercial, industrial, educational, and mixed-use projects ranging in size up to \$400 million provides comprehensive understanding not available by each individual entity. This knowledge allows him to ensure that his projects are successful - financially, physically and aesthetically.

Highlighted Experience

Mr. Cone is formerly President of Viridian Development Solutions - a professional service firm offering programming, site selection evaluation, architecture, estimating, bidding, negotiation, construction management or full development management. With Perez/Ernst/Farnet Architects in New Orleans, Mr. Cone was job captain for the \$400 million Harrah's New Orleans Casino (billed as the world's largest) responsible for design and construction administration for the almost 1 million square foot building shell and personally managed the company's two major projects; the \$13 million Vicksburg, Mississippi Convention Center and the renovation of the state-owned casino in Mar Del Plata, Argentina.

Leadership in the Community

Mr. Cone currently serves as Chairman of the Historic and Design Review Commission for the City of San Antonio. He has been a commissioner on HDRC since 2004 and served as vice-chair for three years. He recently served the City of San Antonio as a member of the Infill Development Task Force, River North Planning Team and Rio Guidelines Task Force and the Alamo Plaza Redevelopment Advisory Committee for the City of San Antonio. He is also a member of the American Institute of Architects, San Antonio Conservation Society, and National Trust for Historic Preservation. Mr. Cone earned a Bachelor of Environmental Design in 1986 from Texas A&M University. He was graduated from Central Catholic High School in San Antonio.



Taylor Brown President - Construction

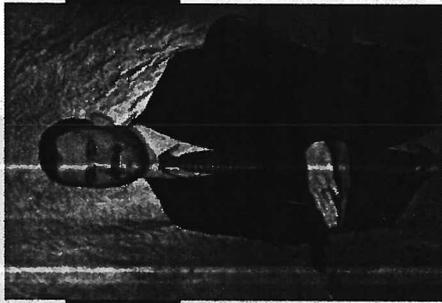
As Senior Vice President of Construction, Taylor Brown is responsible for all aspects and operations of NRP Contractors. This includes, but is not limited to commissions and managing cross functional development teams of architects, engineers, and consultants, through the development, design, and construction of housing projects nationwide. Mr. Brown is also responsible for preconstruction estimating and budget analysis of multifamily and single family projects nationally. His responsibilities encompass upscale market rate, student housing and LIHTC developments.

Highlighted Experience

Taylor Brown joined NRP Contractors in 2005 after graduating from the University of Texas with a major in Government and a minor in Business Management. He has experience specializing in development, construction, design and entitlement for multi-family and single family housing nationally. He began his career with NRP as Assistant Project Manager where he established budget reports, interactive construction schedules and methods for controlling overhead costs. He was also responsible for reviewing subcontractor proposals and making recommendations.

After one year of employment at NRP Contractors, Mr. Brown was promoted to Project Manager, a title he held for 4 years. In that role he managed construction schedules for large multi-family projects. He was further responsible for subcontractor production, quality control and budget approval for all project construction activity.

In 2010 Mr. Brown was promoted to the position of Senior Project Manager. In that role he managed construction project teams and corresponding field staff on multiple housing developments. He was then promoted to Assistant Vice President in 2012. On October 2014 Brown was promoted to Sr. Vice President of Construction and leads NRP Contractors on a national level reporting directly to the principals at NRP.



Erick Waller

President - Property Management

Erick Waller serves as The NRP Group's Vice President of Property Management and oversees all financial and operational aspects of the nationwide management portfolio, covering 9 states in the Midwest, Southeast, and Southwest. His responsibilities include directing corporate operations and compliance to develop and achieve the strategic and financial objectives of NRP Management and the company. The scope of Mr. Waller's activities within The NRP Group includes involvement in new project analysis and design as part of the Investment Committee and working directly with senior members of the Development and Construction staffs on strategic planning.

Highlighted Experience

Before joining The NRP Group, Mr. Waller worked with Village Green for eight years. Most recently he served as Regional Vice President for Village Green Management in Chicago. In this role, he oversaw 27 assets totaling nearly 7,000 units, valued at approximately \$1.4 billion. He was directly responsible for developing and implementing policies and procedures to improve global operations, mitigate risk, and increase revenue for both the clients and the management company. During his last year there, his portfolio averaged 4.7 percent net effective rent growth, 5.9 percent total income growth and 11 percent net operating income growth.

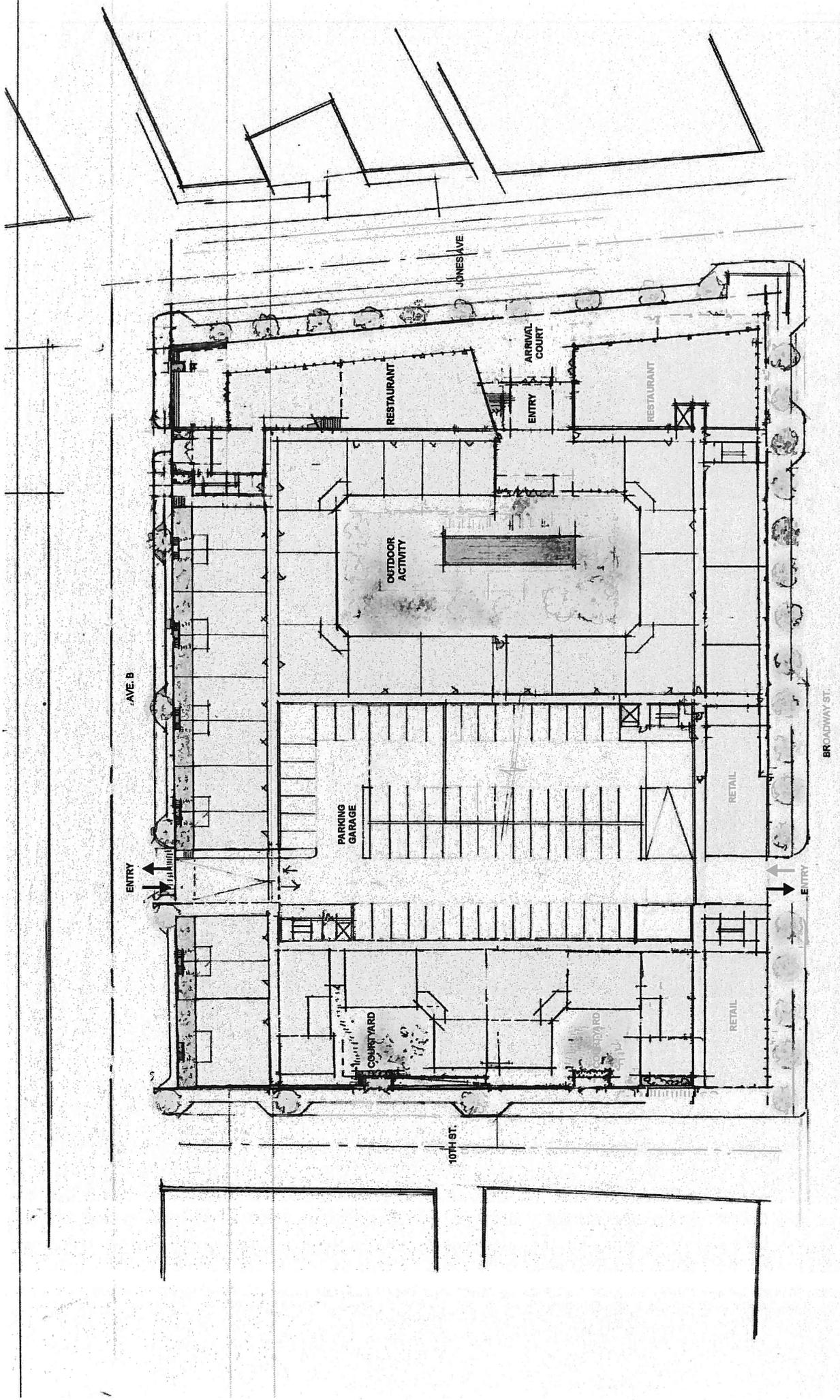
Prior to being promoted to Vice President in 2010, he was a Regional Manager for Village Green. As an RPM, he was directly responsible for a portfolio of up to nine apartment communities, totaling more than 2,700 units in the Chicago urban and surrounding suburban markets. He increased net rental income in his portfolio by an average of 11 percent and the net operating income by an average of 18 percent over a two-year period.

He holds a BSBA in marketing from The Ohio State University.



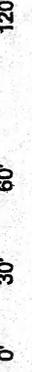
BROADWAY JONES DEVELOPMENT

OVERLAND



2017.9.26

1"=30'

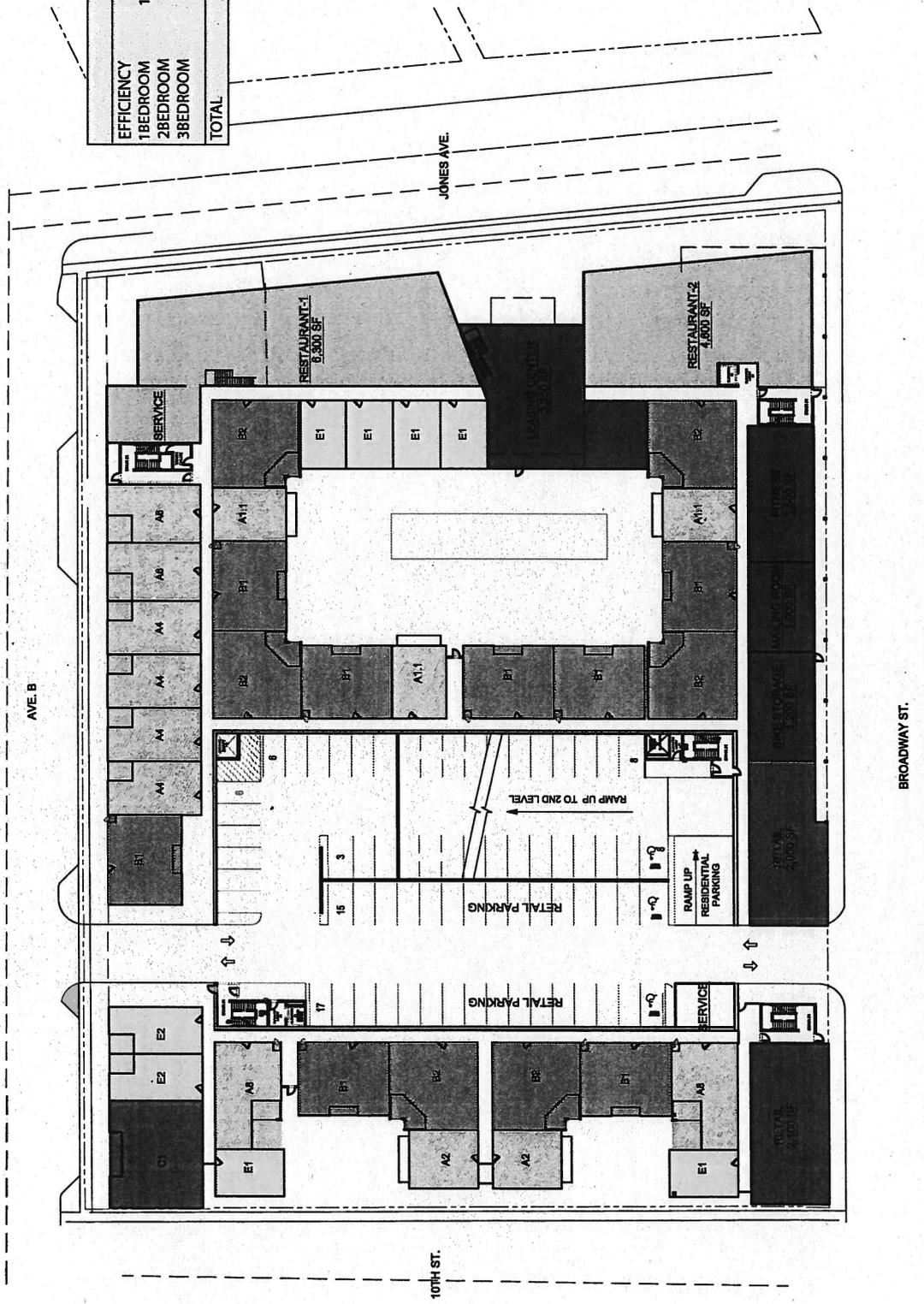


BROADWAY JONES DEVELOPMENT

GROUND LEVEL

OVERLAND

	#	PERCENTAGE
EFFICIENCY	46	16.2%
1BEDROOM	149	52.5%
2BEDROOM	81	28.5%
3BEDROOM	8	2.8%
TOTAL	284	100%

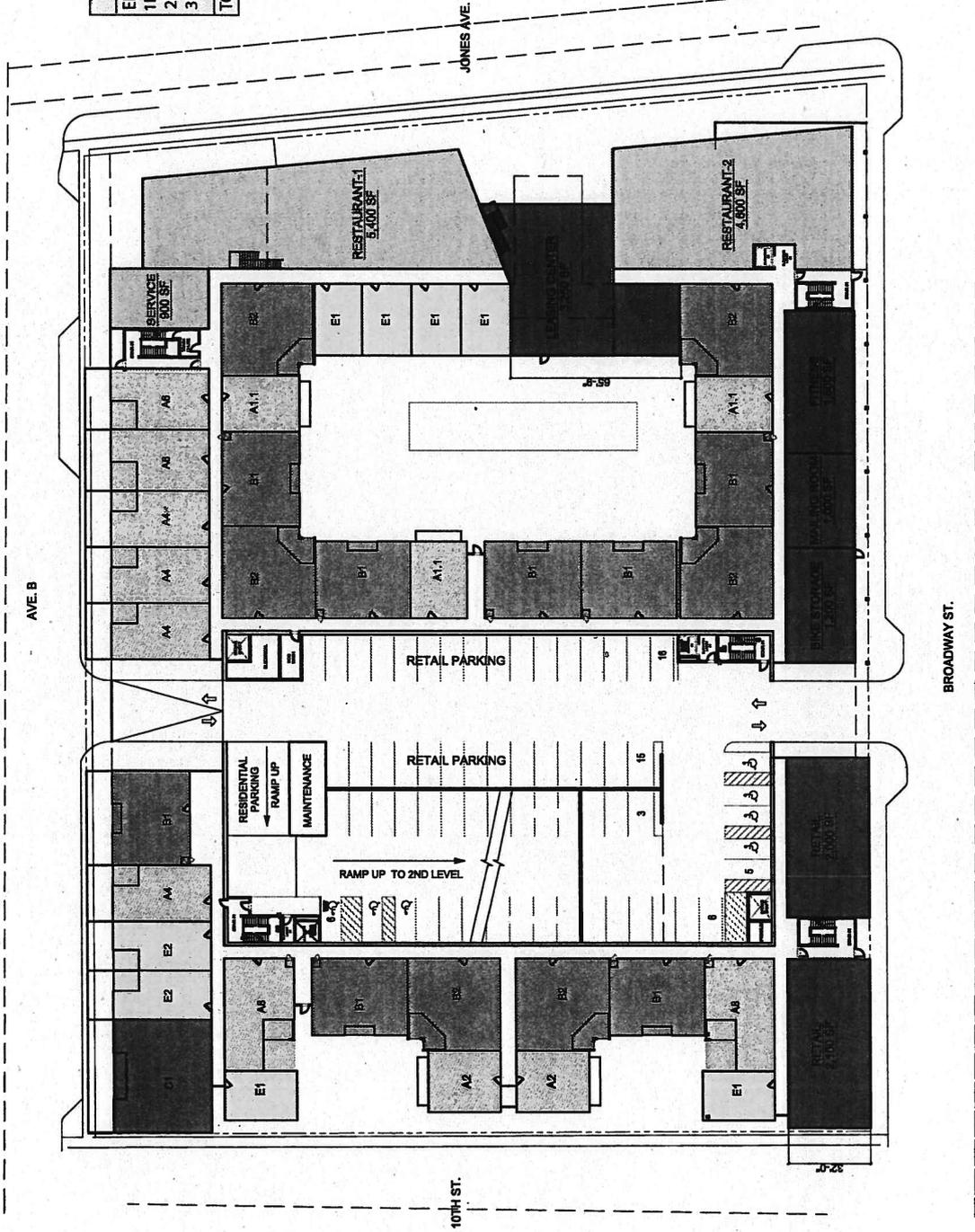


BROADWAY JONES DEVELOPMENT
GROUND LEVEL PLAN

2017.9.26

OVERLAND

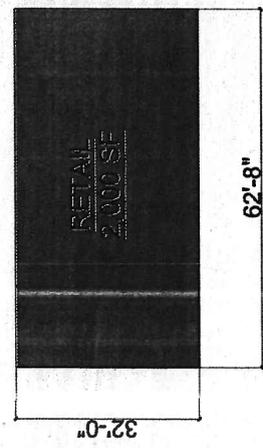
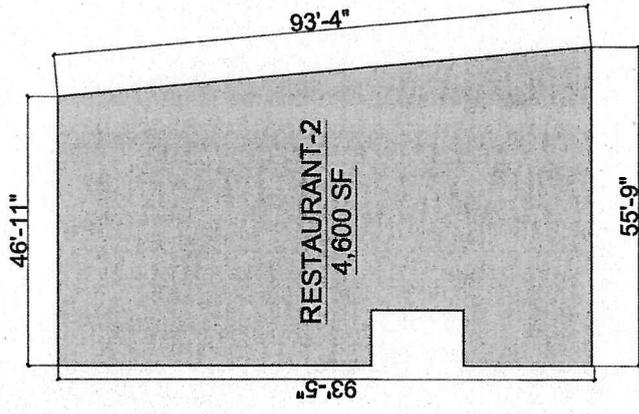
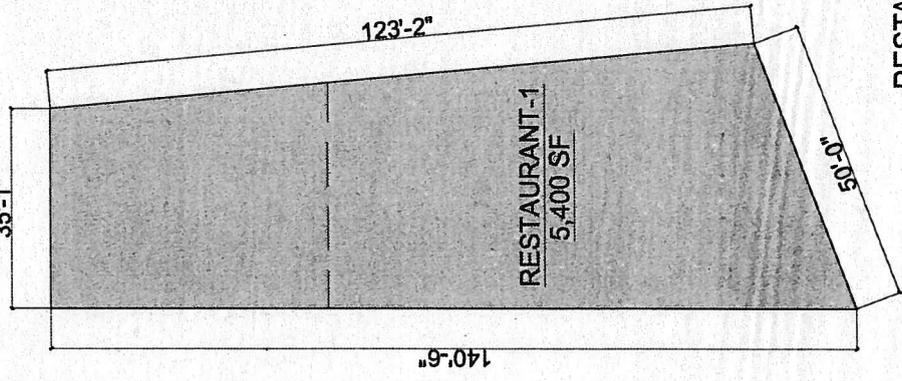
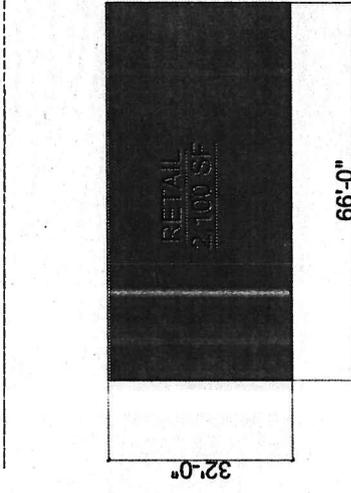
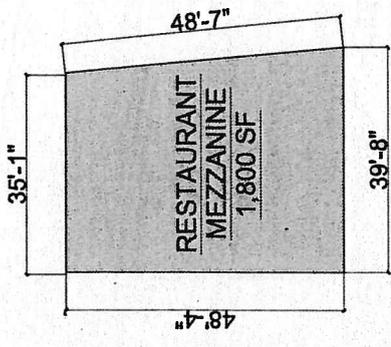
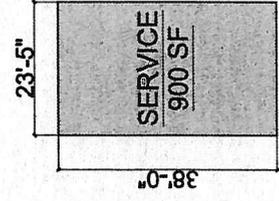
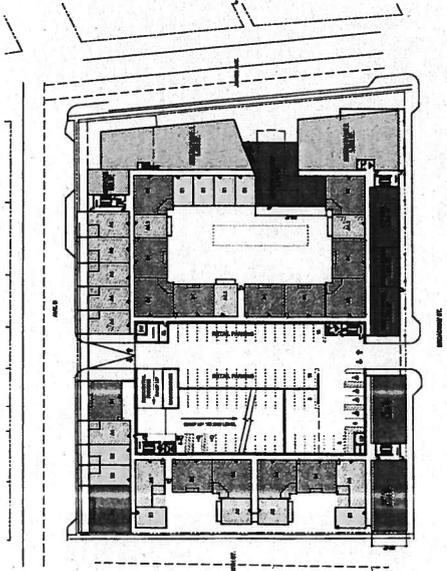
	#	PERCENTAGE
EFFICIENCY	46	16.2%
1BEDROOM	149	52.5%
2BEDROOM	81	28.5%
3BEDROOM	8	2.8%
TOTAL	284	100%



2017.9.28

BROADWAY JONES DEVELOPMENT
GROUND LEVEL PLAN (REVISED)

OVERLAND



RETAIL

RESTAURANT-1

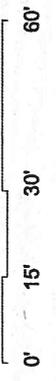
RESTAURANT-2

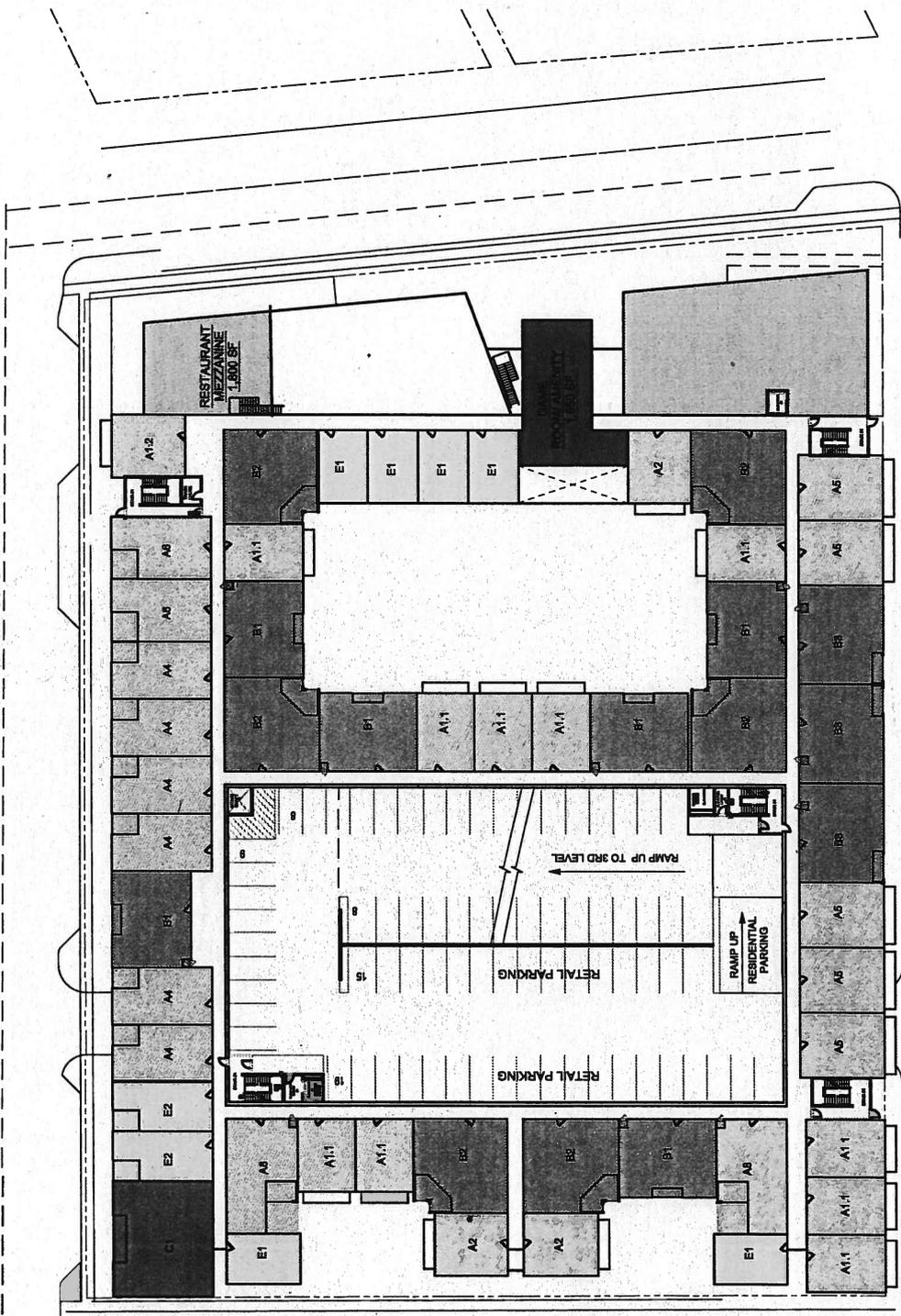
OVERLAND

BROADWAY JONES DEVELOPMENT

RETAIL

2017.9.28

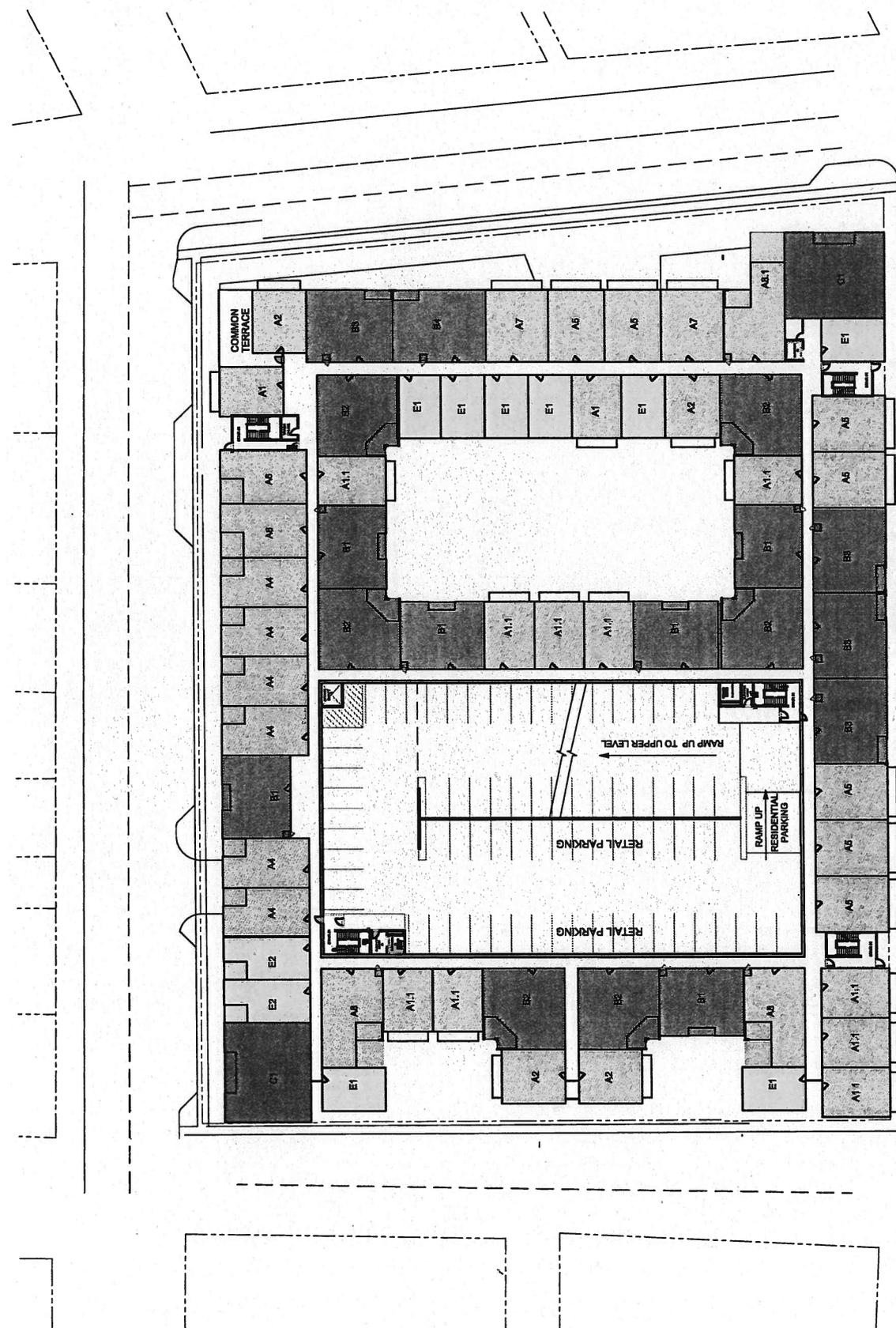




2017.9.28
 0' 30' 60' 120'

BROADWAY JONES DEVELOPMENT
2ND LEVEL

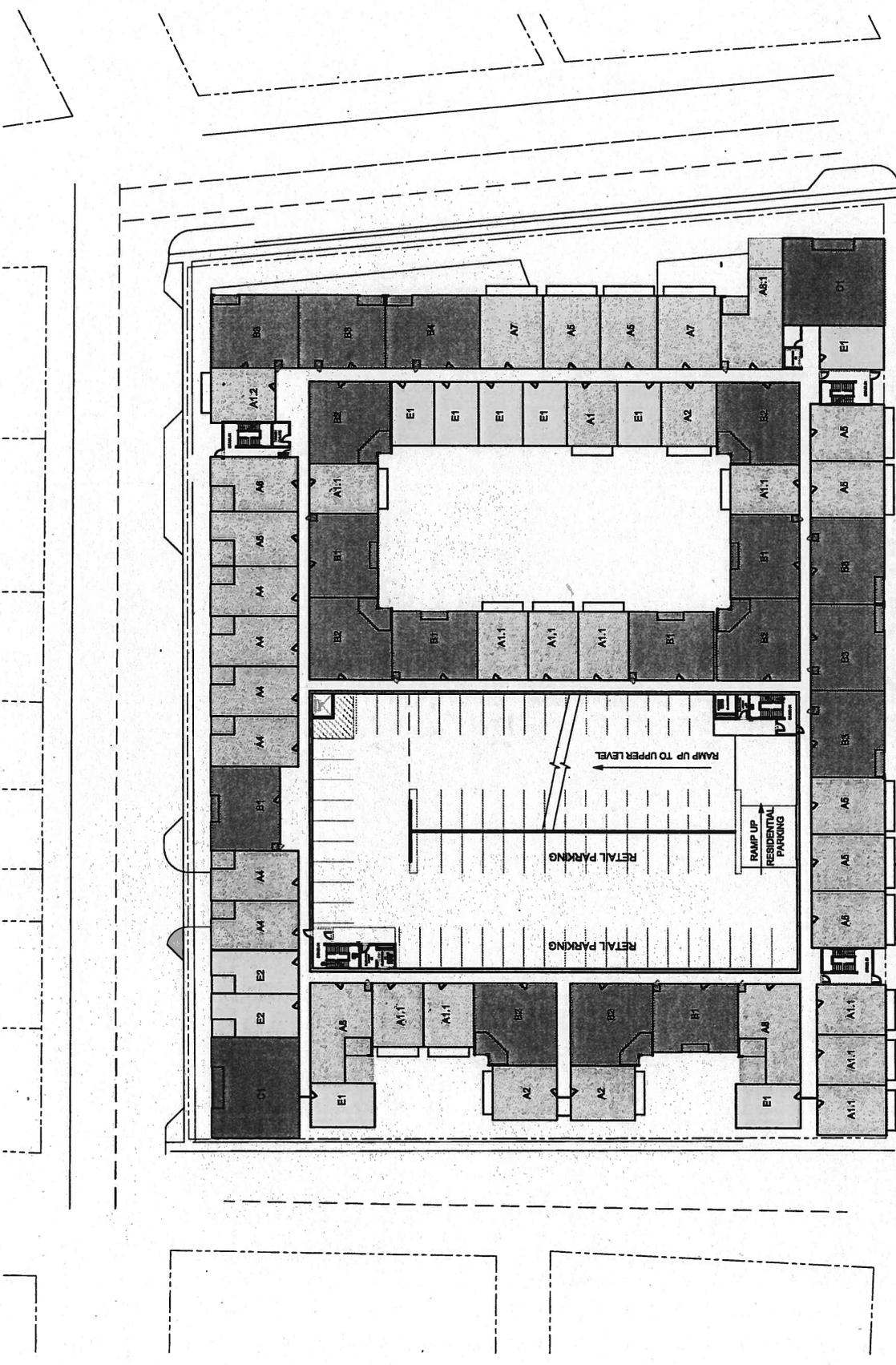
OVERLAND



2017.9.26
 1"=30'
 0' 30' 60' 120'

BROADWAY JONES DEVELOPMENT
3RD LEVEL PLAN

OVERLAND



2017.9.26
 1"=30'
 0' 30' 60' 120'

BROADWAY JONES DEVELOPMENT
4TH&5TH LEVEL PLAN

OVERLAND

BROADWAY-JONES DEVELOPMENT

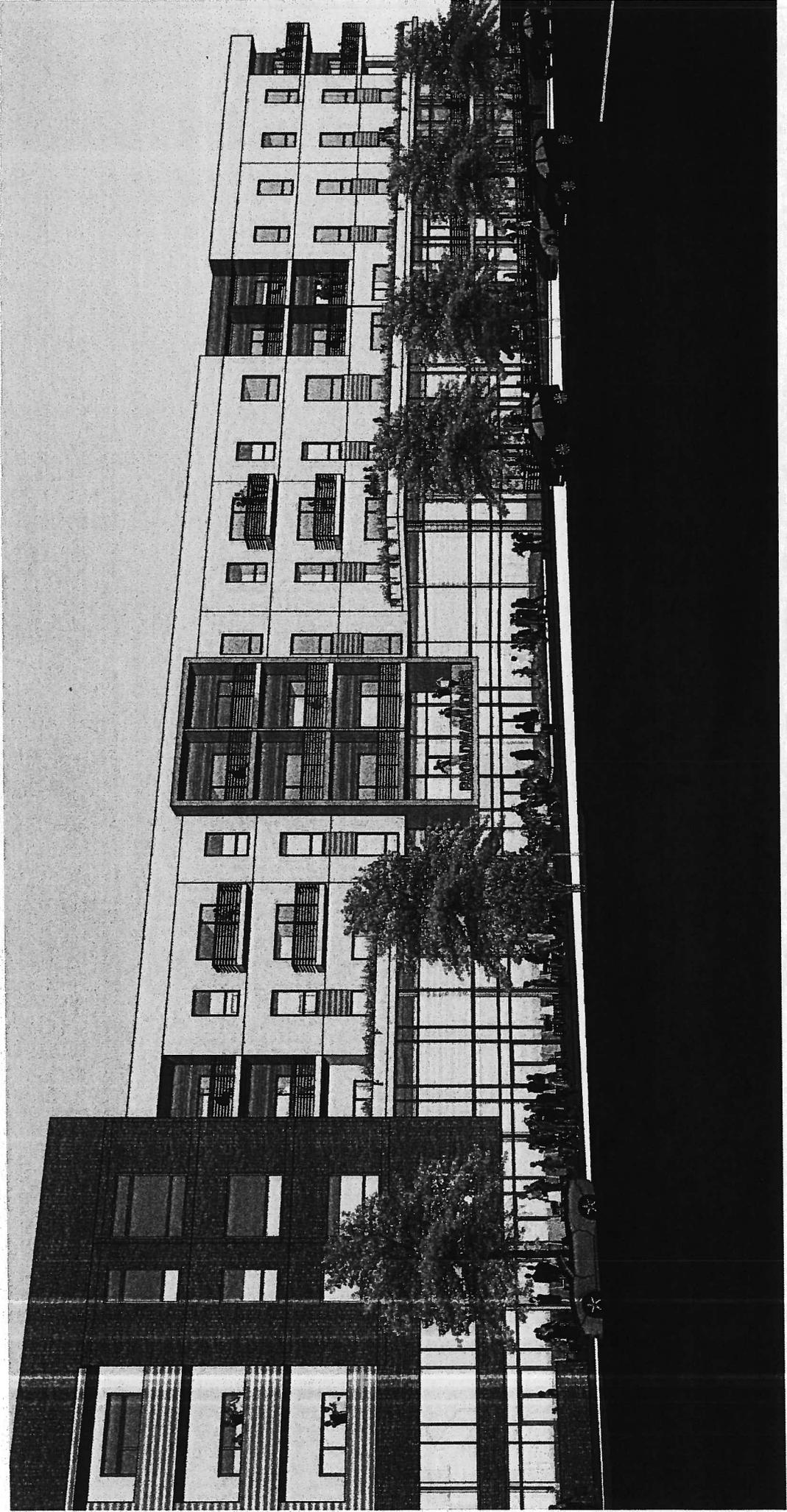
Summary Unit Mix and Space Requirements

Description	Unit Type	Unit GSF	#	Total Area		Total Units	Mix -Percentage	
Efficiency	E1	539	36	19,404	gsf			
	E2	656	10	6,560	gsf			
						46	16.2%	Total Efficiency
1B	A1	616	4	2,464	gsf			
	A1.1	616	43	26,488	gsf			
	A1.2	675	3	2,025	gsf			
	A2	672	15	10,080	gsf			
	A4	748	29	21,692	gsf			
	A5	804	26	20,904	gsf			
	A6	801	10	8,010	gsf			
	A7	880	6	5,280	gsf			
	A8	948	10	9,480	gsf			
	A8.1	948	3	2,844	gsf			
						149	52.5%	Total 1 Bedroom
2B	B1	1,070	31	33,170	gsf			
	B2	1,125	30	33,750	gsf			
	B3	1,166	17	19,822	gsf			
	B4	1,261	3	3,783	gsf			
						81	28.5%	Total 2 Bedrooms
3B	C1	1,585	8	12,680	gsf			
						8	2.8%	Total 3 Bedrooms
Total			284			284	100.0%	Units
Leasing Center		3,250		gsf				
Game Room/ Amenity		1,650		gsf				
Restaurant 1	LVL 1	5,400		gsf				
	Service	900		gsf				
	Mezzanine	1,700		gsf				
Restaurant 2		4,600		gsf				
Bike Storage		1,200		gsf				
Mailing Room		1,000		gsf				
Fitness		1,500		gsf				
Retail		4,100		gsf				
Total Parking		419						



BROADWAY JONES DEVELOPMENT

OVERLAND



BROADWAY JONES DEVELOPMENT

OVERLAND



BROADWAY JONES DEVELOPMENT

OVERLAND



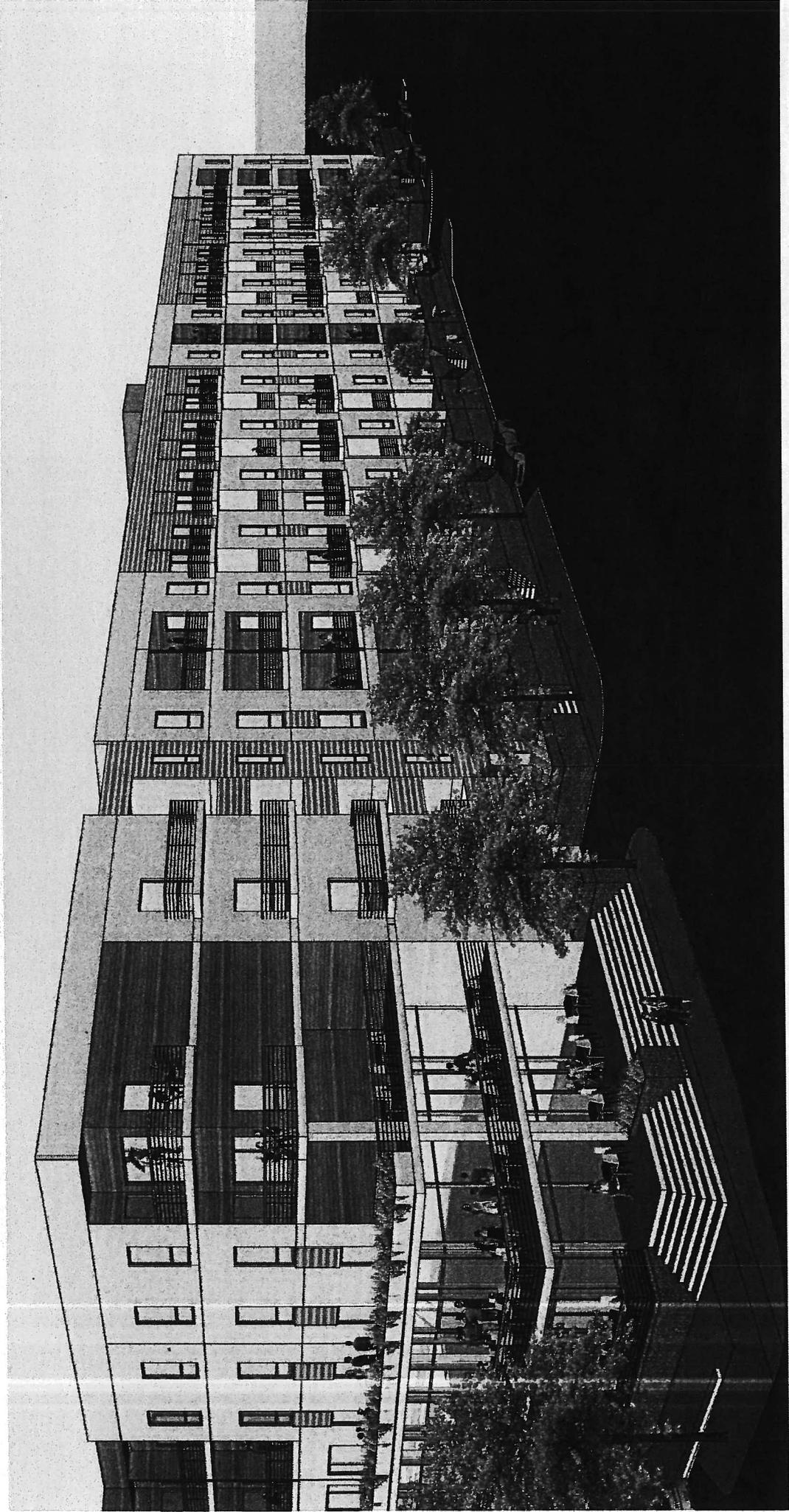
BROADWAY JONES DEVELOPMENT

OVERLAND



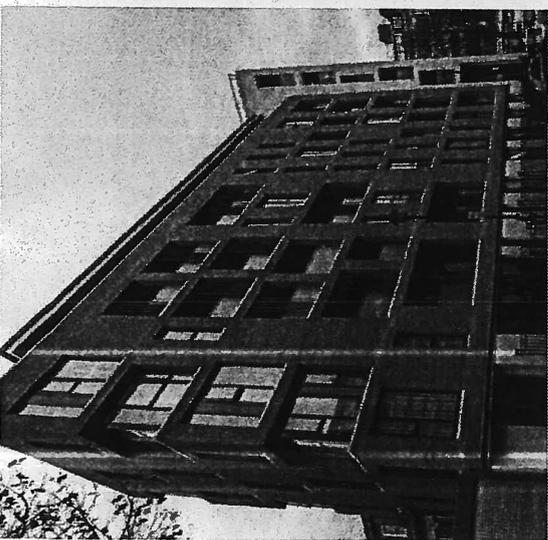
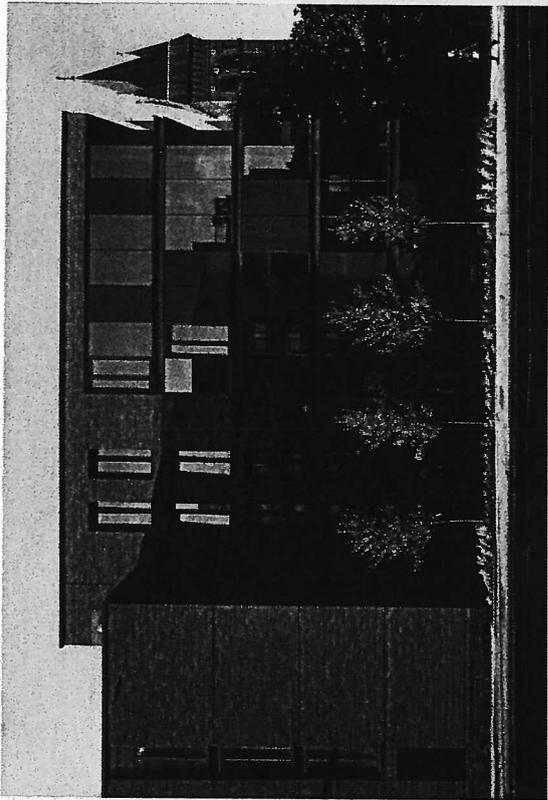
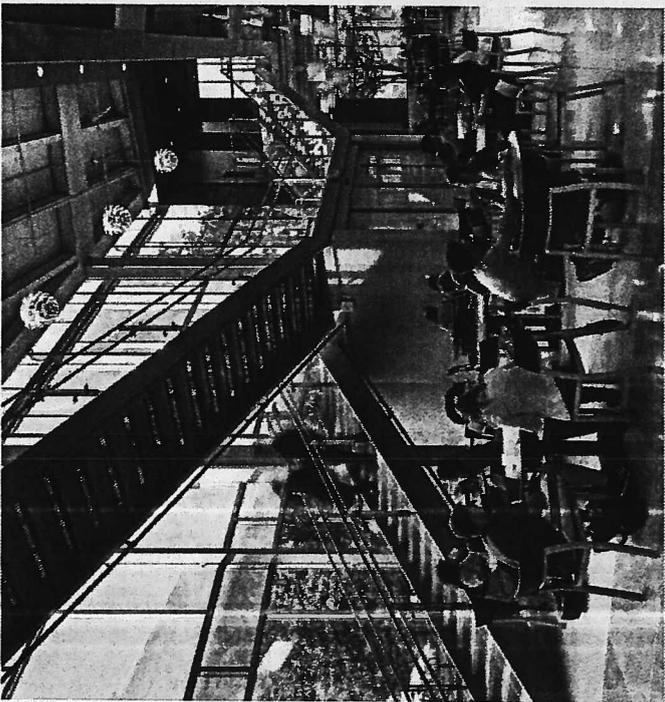
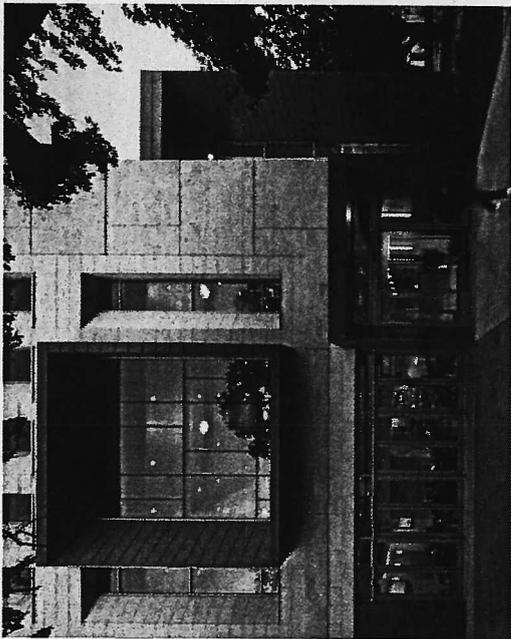
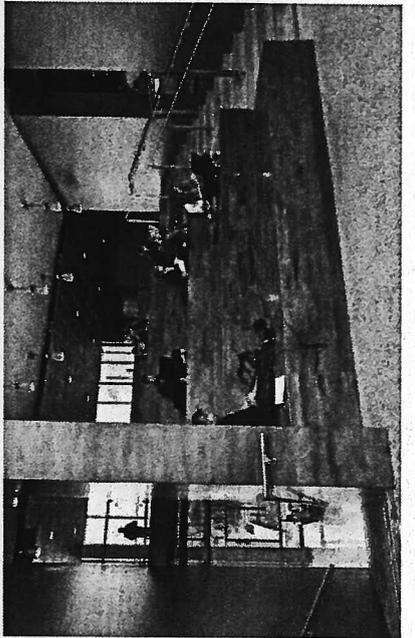
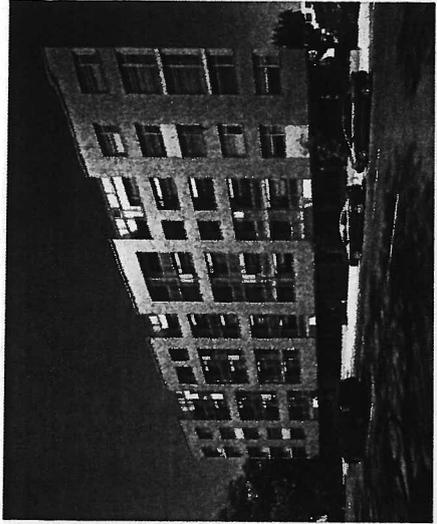
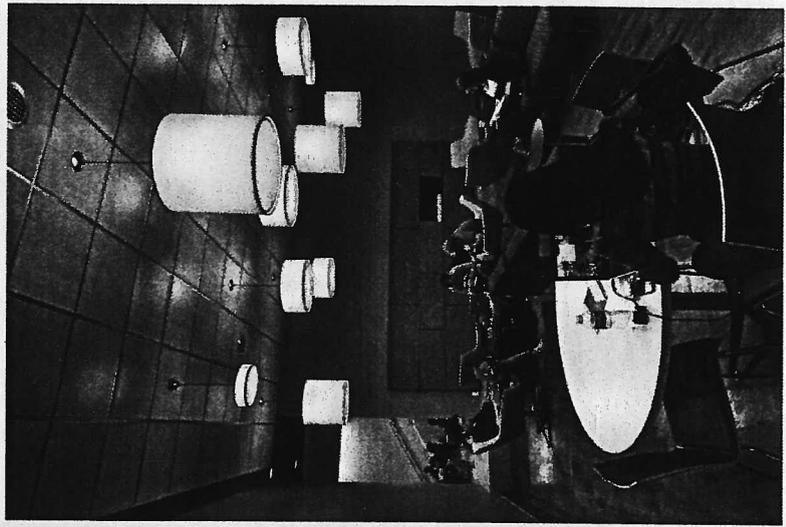
BROADWAY JONES DEVELOPMENT

OVERLAND



BROADWAY JONES DEVELOPMENT

OVERLAND





CITY OF SAN ANTONIO
**CENTER CITY DEVELOPMENT
 & OPERATIONS DEPARTMENT**

CCHIP Agreement Term Sheet
Broadway Jones Apartments

Project Name and location: The Broadway Jones Apartments project located at 1001 Broadway Avenue is within the CBD, Midtown TIRZ, and Council District 1.

Project Description: The Broadway Jones Apartments is a five-story mixed-use development including 283 rental units and 14,752 sf of restaurant and retail space for a total investment of \$55,974,130. The project will reserve at least 50% of the total units for those earning 80% of the Area Median Income in an effort to preserve affordability and high-quality workforce housing in the urban core. Construction is scheduled to commence in January 15, 2019 and be complete by October 2020.

Project Developer and POC: Travis Sheffield, The NRP Group LLC

<u>Incentive Package per CCHIP</u>	<u>Amount</u>	<u>Program Fees</u>
City Fee Waiver.....	155,153.00.....	100.00
SAWS Fee Waiver.....	1,014,519.00.....	100.00
- \$500,000 available October 1, 2018		
- The remaining \$514,519 available October 1, 2019		
Development Loan (Forgivable).....	0.00.....	0.00
- Based on Mixed-Income and Community Use in the CBD (283 units @ \$6,000/unit)		
- Eligible for \$1,698,000.00 but unfunded		
Development Loan Bonus (Forgivable).....	0.00.....	0.00
- Based on structured parking (283 units @ \$1,000/unit)		
- Eligible for \$283,000.00 but unfunded		
Mixed-Use Forgivable Loan.....	368,800.00.....	369.00
- Based on 14,752 sf of retail in the CBD @ \$25/sf		
- \$368,800.00 available October 1, 2018		
TOTAL INCENTIVES AND PROGRAM FEES	\$1,538,472.00	\$569.00

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. Loans are funded by the Inner City Incentive Fund and are subject to availability.

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

Approvals:


 Karla Campos, Program Manager
 9/19/18
 Date


 Christopher Lazaro, Redevelopment Officer
 9/19/18
 Date



SAWS IMPACT FEE ESTIMATE

October 9, 2017

Applicant Mark Cervantez

Phone No. 210-545-1122 ext 116

Southwest corner of Broadway and Jones Ave - Apartments, Retail, Commercial, and Restaurant

WASTEWATER EDUs			
TYPE	Criteria	#	EDU

	DATE	ZONE	METER	EDU	Total
Domestic	Rate 7	Low		143.00	\$657,371.00
Irrigation	Rate 7	Low	1.5"	5.00	\$22,985.00
Domestic	Rate 7	Low	1.5"	5.00	\$22,985.00
Domestic	Rate 7	Low	2"	14.00	\$64,358.00
Fireline					\$0.00
Wastewater	Rate 7	LOWER		164.0	\$246,820.00
Local Benefit					\$0.00

Total Service Cost Estimate

\$1,014,519.00

Remark: Building a 284 Units Apartment Bldg (143 EDU), 2 - 1 1/2" meters (10 EDUs), 2" Domeestic meter (14 EDUs) restaurant. Added 1 EDU Office for water and sewer. Impact fees are based on current rates in effect at the date of this quote.

Apartments, Dupluxes, townhomes, and condominiums served through a master meter will be charged on a basie of 1/2 EDU per unit.

Retail/Commercial 10,000 sqft x .07 = 700/240 = 2.91 = 3 EDUs, Restaurant 220 seats x 20 gal = 4400/240 = 18.3 = 18 EDUs

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

Jackie Kneupper
 San Antonio Water System
 Counter Services
 Jaclyn.Kneupper@saws.org
 210-233-3731



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

ICRIP ADMIN Welcome Karla

Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
1/12/2018 12:01:09 PM	4/2/2018	Approved	1/12/2018 12:02:55 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 checked="" type="checkbox"/> Other CCDO Project

Status/Notes

Applicant initially submitted request under #1992. There was a database error and the waiver was deleted. Zoning approved 9/27/17. SAWS funds held in budget for Broadway Jones. Can be approved upon executed on an incentive agreement. Update on the City fee waivers to be awarded 5/22/18. Additional \$514,500 upon execution. Update expiration upon execution of new CCHIP Agmt, per email

[Activity History](#) Record Saved

SAWS

SAWS Waived Amount:

CITY

City Waived Amount:

ICRIP Fee Waiver Form Information WaiverId For 2355.

City Status: ACTIVE
SAWS Status: ACTIVE

APPLICANT INFORMATION

Project Owner:

Developer Type:

Other Developer Type:

APPLICANT POINT OF CONTACT

Project Role:

Other Project Role:

Name:

Title:

Company Name:

Applicant Address:

City:

State:

Zip Code:

Phone:

Fax:

Email:

PROJECT INFORMATION/DESCRIPTION

Project Address:

City Council District:

Property/Parcel ID:

Acreage:	<input type="text" value="2.75"/>
Proposed Land Used of Project:	<input type="text" value="Mixed Use"/>
Other Proposed Land Used of Project:	<input type="text"/>
Housing Units Created:	<input type="text" value="280"/>
Project Description:	<input type="text" value="Broadway Jones will be a new construction, multifamily development consisting of approximately 280 units on three parcels of land (104511;104512; 104513) . The mixed-use community,"/> ^ v
Proposed Level of Investment:	<input type="text" value="\$56,645,011.00"/>
Project Start Date:	<input type="text" value="10/2/2018"/>
Project Completion Date:	<input type="text" value="10/5/2020"/>
Current Zoning of Project Site:	<input type="text" value="RIO 2 FBZ T6-1"/>
Estimate of City Fees:	<input type="text" value="\$102,000.00"/>
Applied for Other Incentive?:	<input type="radio"/> Yes <input checked="" type="radio"/> No
If so, what Dept(s):	<input type="text"/>
SAWS Sewer and Water Impact Fee?:	<input checked="" type="radio"/> Yes <input type="radio"/> No
SAWS Amount:	<input type="text" value="\$1,014,500.00"/> No attachment record was found.
Request Submitted By:	Web User
Request Submitted Date:	1/12/2018 12:01:09 PM
Last Modified By:	135119
Last Modified Date:	12/21/2018 9:02:16 AM
Request Status:	Approved
Status Date:	1/12/2018 12:02:55 PM
Status Reason:	Applicant initially submitted request under #1992. There was a database error and the waiver was deleted. Zoning approved 9/27/17. SAWS funds held in budget for Broadway Jones. Can be approved upon executed on an incentive agreement. Update on the City fee waivers to be awarded 5/22/18. Additional \$514,500 upon execution. Update expiration upon execution of new CCHIP Agmt, per email 12/5/18. Renewed until 1/19/20. Agreement executed 12/20/18.
SAWS Waived Amt:	
SAWS Waived Date:	
SAWS Who Waived:	
City Waived Amt:	\$625.00
City Who Waived:	142613
City Waived Date:	11/30/2018 3:53:34 PM
Council Approved:	No
Est. Claim Date:	4/2/2018
City Approved:	Yes
SAWS Approved:	Yes
City Expiration Date:	<input type="text" value="1/12/2020"/>
SAWS Expiration Date:	<input type="text" value="6/20/2019"/>
Special Expiration:	No
EDD Project:	No
CCHIP Project:	Yes
Other CCDO Project:	Yes
	<input type="button" value="Save"/>