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

This Center City Housing Incentive Policy Agreement (hereinafter referred to as this "Agreement") is made and entered into by and among the City of San Antonio (the "CITY"), a municipal corporation of the State of Texas, acting by and through its City Manager or her designee, the Inner City Tax Increment Reinvestment Zone #11 (the "TIRZ"), acting by and through its Board of Directors and K/T TX Holdings, LLC (hereinafter referred to as "DEVELOPER") and whom together may be referred to as the "Parties".

## RECITALS

**WHEREAS,** DEVELOPER is engaged in an economic development project that will be located within the city limits of San Antonio and within the boundaries of the TIRZ that will consist of the construction of TWENTY FOUR (24) for sale condo units to be located at 130 North Swiss, 134 North Swiss, 139 North Swiss, 126 North Cherry, 402 North Center and 406 North Center, San Antonio, TX 78202 (the "Project Site"), as more specifically described in **Exhibit A**; and

**WHEREAS**, once completed, the Project is anticipated to result in the investment of approximately THREE MILLION EIGHT HUNDRED AND NINE THOUSAND NINE HUNDRED NINETY SIX DOLLARS AND 0 CENTS ($3,809,996.00) in real property improvements, less land acquisition costs, within the boundaries of the TIRZ AND City Council District 2; and

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

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

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

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

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

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

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

## ARTICLE I. AGREEMENT PURPOSE

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

## ARTICLE II. AGREEMENT PERIOD

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

## ARTICLE III. PROJECT REQUIREMENTS

A. The Project.

1. Investment. DEVELOPER shall invest approximately THREE MILLION EIGHT HUNDRED AND NINE THOUSAND NINE HUNDRED NINETY SIX DOLLARS AND 0 CENTS ($3,809,996.00) (the "Minimum Investment") in an economic development project that will be located within the city limits of San Antonio and within the boundaries of the TIRZ that will consist of the construction of twenty four (24) for sale condo units, located at the Project Site (the "Project"). The Minimum Investment shall include expenditures in: land acquisition; design; base building construction costs; public improvement costs; taxes and insurance; administrative and financing costs; and DEVELOPER fees, as described in DEVELOPER's CCHIP Application, **Exhibit C**.

2. Construction. DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before January 30, 2017 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than December 30, 2018 (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 evidence suitable to the CITY that construction has commenced. The Completion Date shall be determined by the issuance of a Certificate of Occupancy for the Project Site by CITY, not to be unreasonably

withheld.

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

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

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

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

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

term of the Grant.

## ARTICLE IV. ECONOMIC DEVELOPMENT PROGRAM INCENTIVES

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

Economic Development Program Incentives. CITY and TIRZ are providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, THREE HUNDRED SIXTEEN THOUSAND AND TWENTY TWO DOLLARS AND 0 CENTS ($316,022.00), as summarized in the attached CCHIP Agreement Term Sheet, **Exhibit D**.

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

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

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

(c) Receipt of suitable evidence to the CITY that construction has commenced on or prior to the Commencement Date; and

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

A. Annual Real Property Tax Reimbursement. Subject to the terms and conditions of this Agreement and the Payment Conditions (defined below), for each tax year commencing with the Initial Reimbursement Tax Year and then continuing annually for a total of fifteen (15) consecutive tax years throughout the remainder of the Term of this Agreement, CITY and TIRZ shall provide DEVELOPER, following submission of a tax invoice by DEVELOPER indicating full payment of all taxes owed by DEVELOPER on the Project, an annual grant for the Term of this Agreement in the cumulative amount of approximately, but not limited to, THREE HUNDRED SEVEN THOUSAND SEVEN HUNDRED NINETY NINE DOLLARS AND 0 CENTS ($307,799.00).

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

(i) the actual amount of real property taxes paid to CITY with respect to the Project Site for the immediately preceding Tax Year, *less* the amount of real property

taxes paid to City with respect to the Project Site for the tax year ending December 31, 2015 (the "Base Year") **Exhibit E.**

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

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

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

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

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

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

(v) DEVELOPER acknowledges that unless the TIRZ is extended, payments will cease upon termination of the TIRZ and reconciliation of all accounts. Once the TIRZ terminates, CITY may be liable for obligations regarding the Annual Property Tax Increment Reimbursement. However, should City undertake payment of the Annual Incremental Property Tax Reimbursement, then such payment shall be reduced annually to sixty-two point six percent (62.6%) of the annual incremental property tax paid by DEVELOPER.

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

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

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

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

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

B. Fee Waivers. CITY is providing DEVELOPER with City Fee Waivers in the amount of EIGHT THOUSAND TWO HUNDRED TWENTY THREE DOLLARS AND 0 CENTS ($8,223.00). The Fee Waivers are administrative in nature and are effective as of the date they are issued as reflected in the attached Fee Waiver Estimator, **Exhibit F**.

## ARTICLE V. CITY AND TIRZ OBLIGATIONS

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

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

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

## ARTICLE VI. RETENTION AND ACCESSIBILITY OF RECORDS

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

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

## ARTICLE VII. MONITORING

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

## ARTICLE VIII. DEFAULT/CURE PERIOD/SUSPENSION

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

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

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

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

## ARTICLE IX. TERMINATION

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

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

termination (the "Notice of Termination"), terminate this Agreement for cause and withhold further payments to DEVELOPER. A Notice of Termination shall include: (1) the reasons for such termination; and (2) the effective date of such Termination.

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

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

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

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

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

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

## ARTICLE X. NOTICE

Any notice required or permitted to be given hereunder by one Party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the Party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such Party at the address hereinafter specified; (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.

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| If intended for CITY, to: | City of San Antonio<br>Attn: Director<br>Center City Development Office<br>P.O. Box 839966<br>San Antonio, TX 78283-3966 |
| If intended for TIRZ, to: | Planning & Community Development Dept.<br>Cliff Morton Development & Business Service Center<br>Attn: Tax Increment Finance Unit<br>1901 S. Alamo<br>San Antonio, TX 78204 |
| If intended for DEVELOPER, to: | K/T TX Holdings, LLC<br>Attn: Charles Turner<br>3425 Highway 6, Suite 110<br>Sugar Land, TX, 77478 |

## ARTICLE XI. SPECIAL CONDITIONS AND TERMS

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

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

announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of such violation notice until paid.

## ARTICLE XII. CONFLICT OF INTEREST

A. DEVELOPER shall ensure that no employee, officer, or individual agent of CITY shall participate in the selection, award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or individual agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract and the relationship calls for payments to be made to such subcontractor on terms which are greater than those which are customary in the industry for similar services conducted on similar terms. DEVELOPER shall comply with Chapter 171, Texas Local Government Code as well as the CITY's Code of Ethics.

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

## ARTICLE XIII. NONDISCRIMINATION AND SECTARIAN ACTIVITY

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

B. None of the performances rendered by DEVELOPER under this Agreement shall involve, and no portion of the Incentives received by DEVELOPER under this Agreement shall be used in support of, any sectarian or religious activity, nor shall any facility used in the performance of this Agreement be used for sectarian instruction or as a place of religious worship.

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

## ARTICLE XIV. LEGAL AUTHORITY

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

B. The person or persons signing and executing this Agreement on behalf of each Party or representing themselves as signing and executing this Agreement on behalf of a Party, do hereby guarantee that he, she or they have been duly authorized to execute this Agreement on behalf of that Party and to validly and legally bind that Party to all terms, performances and provisions herein set forth.

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

## ARTICLE XV. LITIGATION AND CLAIMS

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

B. DEVELOPER acknowledges that CITY is a political subdivision of the State of Texas and is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001 *et seq.*, and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

C. This Agreement shall be interpreted according to the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Bexar County, Texas.

## ARTICLE XVI. ATTORNEY'S FEES

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

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

## ARTICLE XVII. CHANGES AND AMENDMENTS

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

B. It is understood and agreed by the Parties hereto that performance under this Agreement shall be rendered in accordance with the laws and rules governing the Economic Development Program as set forth in Texas Local Government Code Chapter 380, and the terms and conditions of this Agreement.

C. Any alterations, additions, or deletions to the terms of this Agreement required by changes in state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

## ARTICLE XVIII. SUBCONTRACTING

A. DEVELOPER shall use reasonable business efforts to ensure that the performance rendered under subcontracts entered into by DEVELOPER complies with all terms and provisions of this Agreement as if such performance were rendered by DEVELOPER.

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

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

## ARTICLE XIX. DEBARMENT

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

## ARTICLE XX. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the Parties hereto that, except as otherwise expressly provided herein, any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any other agreements between DEVELOPER and the CITY or TIRZ or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

## ARTICLE XXI. ASSIGNMENT

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

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

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

## ARTICLE XXII. ORAL AND WRITTEN AGREEMENTS

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

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

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

## ARTICLE XXIV. INCORPORATION OF EXHIBITS

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

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

***Signatures appear on next page.***

**WITNESS OUR HANDS, EFFECTIVE as of** July 25, 2016, **2016 (the "Effective Date"):**

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

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

Lori Houston
Assistant City Manager

**DEVELOPER:**
K/T TX Holdings, LLC

By:
Charles Turner
Chief Executive Officer

**APPROVED AS TO FORM:**

CITY ATTORNEY

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

Name:
BOARD CHAIRPERSON

# EXHIBIT A

Lot S 45 ft of N 95 ft of 18 and 19 ARB A-29, Block 3, New City Block 590, in the City of San Antonio, BEXAR County, Texas
130 North Swiss
San Antonio, TX 78202

Lot N 50 Ft of 18 and 19, New City Block 590, in the City of San Antonio, BEXAR County, Texas
134 North Swiss
San Antonio, TX 78202

Lot 3, Block 3, New City Block 590, in the City of San Antonio, BEXAR County, Texas
139 North Swiss
San Antonio, TX 78202

Lot s 47.52 Ft of N 87.52 Ft of 1 and 2, ARB A16, Block 3, New City Block 590, in the City of San Antonio, BEXAR County,Texas
126 North Cherry
San Antonio, TX 78202

Lot N 40 Ft of 1, Block 3, New City Block 590, in the City of San Antonio, BEXAR County, Texas
402 North Center
San Antonio, TX 78202

Lot N 40 Ft of 2, Block 3, New City Block 590, in the City of San Antonio, BEXAR County, Texas
406 North Center
San Antonio, TX 78202

The South 43.45 feet of Lots 18 & 19, ARB A-30, Block 3, New City Block 590,
126 North Swiss
San Antonio, TX 78202

# EXHIBIT B

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

## Section 1. Background and Eligibility:

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

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

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

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

## Section 2. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 3. Geographic Area**

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

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

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

**Section 4. Fee Waivers**

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

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

**Section 5. Real Property Tax Reimbursement Grant**

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

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

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

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

**Section 6. Inner City Incentive Fund Loan**

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

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

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

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

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

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

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

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

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

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

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

**Section 7. Mixed Use Forgivable Loan**

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

**Section 8. CCHIP Exceptions**

Any exceptions to the CCHIP require City Council approval.

**Section 9. CCHIP Review and Term**

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

**Section 10. Recapture Provisions**

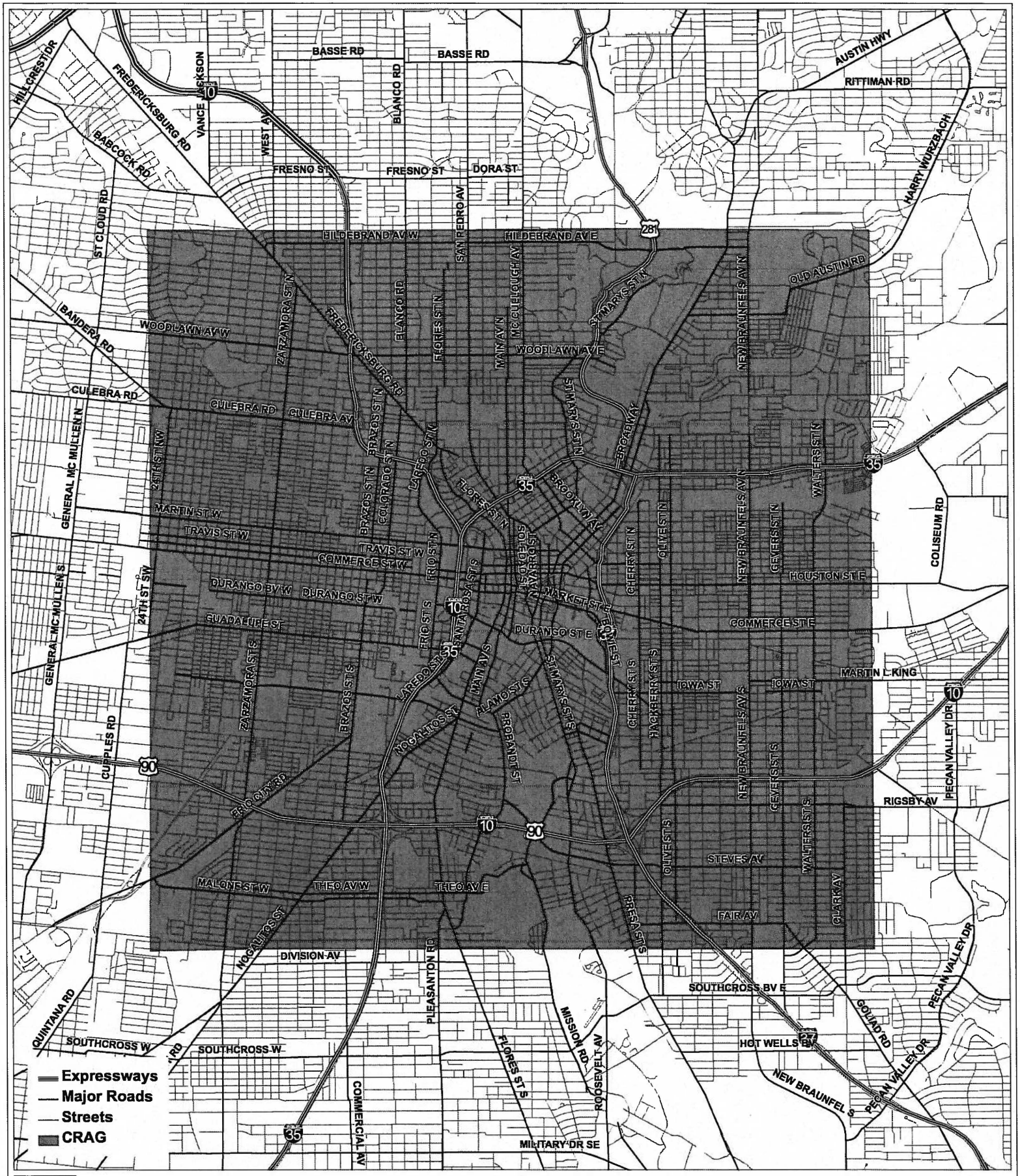
CCHIP Agreements will include a provision for the recapture of the incentives (e.g. grants and loans) in the event Agreement terms and requirements are not met. These recapture provisions will survive any subsequent assignment of the Agreement.

**Section 11. Administration of the CCHIP**

The Center City Development Office will administer the CCHIP.

**Section 12. Legal Documents**

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



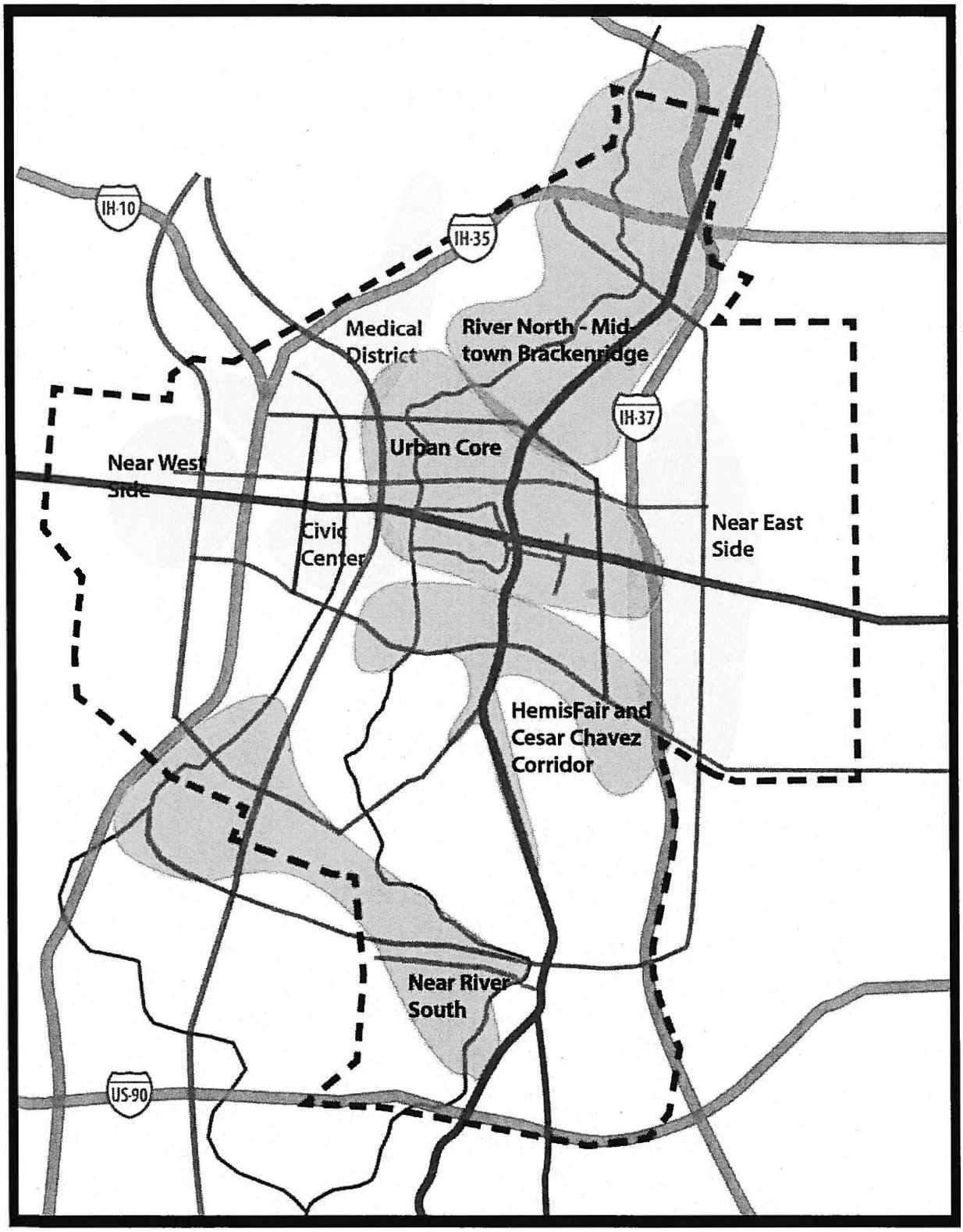

# Community Revitalization Action Group (CRAG) Area (Original 36 Sq. Mi.)

City of San Antonio

0 0.25 0.5 0.75 1 Miles

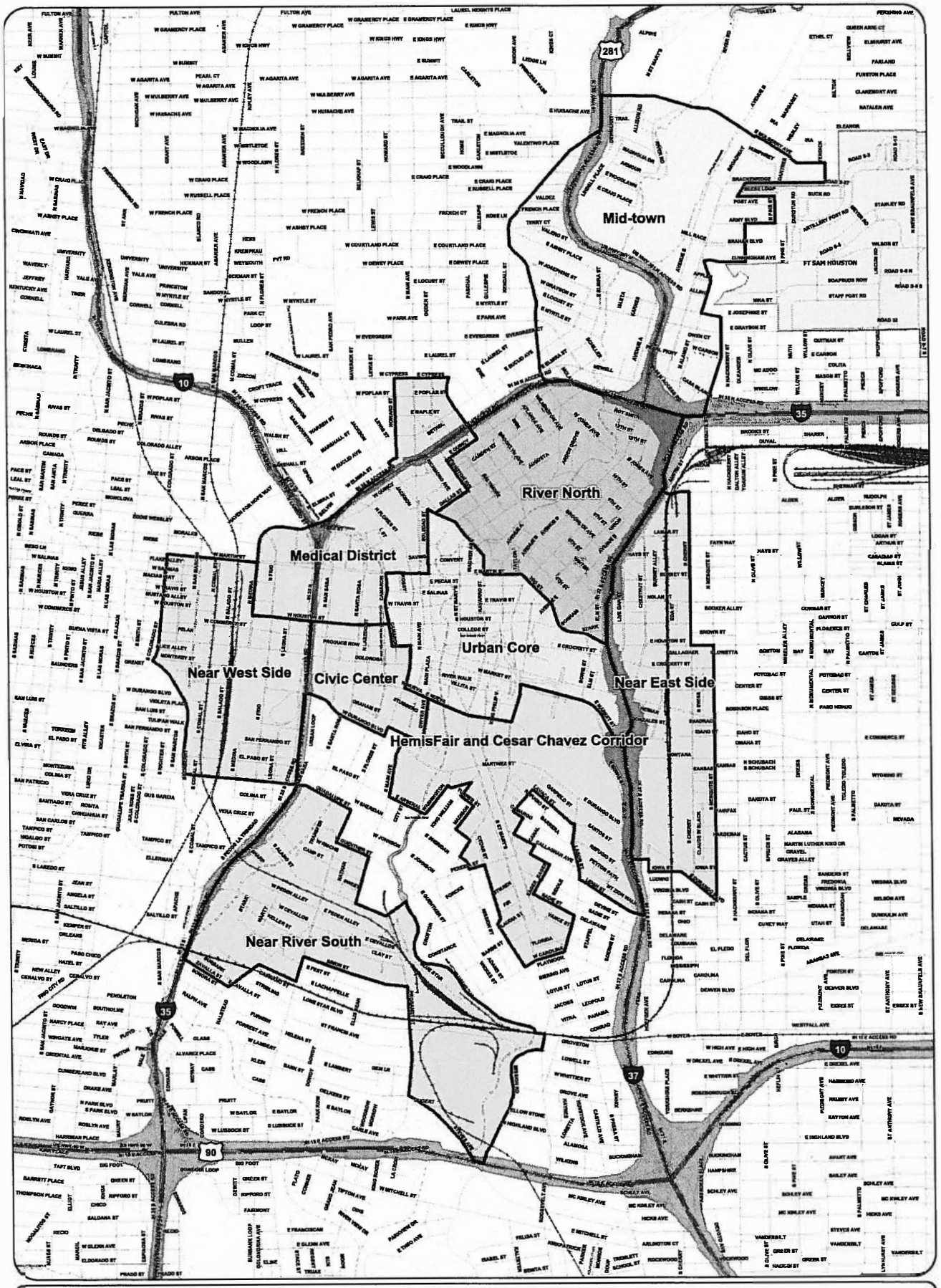
City of San Antonio
Planning and Development Services Department
Development and Business Services Center
1901 S. Alamo
San Antonio, TX 78204

EXHIBIT B




**DOWNTOWN STRATEGIC FRAMEWORK PLAN**
**TARGET GROWTH AREAS**

EXHIBIT C




Tier 1 Tier 2 Tier 3 Tier 4

# City of San Antonio

Target Growth Areas and Incentive Tiers

0 800 1,600 Feet

City of San Antonio

# Street Boundaries for Housing Growth Areas

## Tier 1

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

## Tier 2

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

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

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

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

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

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

## Tier 3

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

## Tier 4

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

# EXHIBIT C

CITY OF SAN ANTONIO
CENTER CITY
DEVELOPMENT OFFICE

# Center City Housing Incentive Program (CCHIP) Application

## Applicant Information

Name: Charles Turner Title: CEO

Company: K/T TX Holdings, LLC

Project Role: Developer

Address, City, ST, ZIP: 3425 Highway 6, Suite 110, Sugar Land, TX, 77478

Phone: ( ) Fax: ( ) Email:

## Project Information

Project Owner / Developer: K/T TX Holdings, LLC

Other Associated Entities and Roles: Terramark Urban Homes - Contractors, City Centro LTD - owners

Project Name: City Center Lofts

Project Site Address: 126 N. Cherry St; 406 N. Center St.; 402 N. Center St.; 130,134,139,126 Swiss St.

Start Date: 01/2017 Completion Date: 12/2017

Cost of public improvements: $0.00

Estimated total project cost: $3,800,000.00 (including public improvements)

Housing units created: 24 ☐ Rentals ☒ For Sale

Housing units per acre: 31.66

Target rental price per square foot: $_____ / Target sales price per square foot: $225.00

Square feet of retail space: 0 Square feet of commercial office space: 0

Estimated number of new jobs to be created, if any: 0

## Geographic Location

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

☐ Located in CRAG and Tier1: Urban Core

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

☐ Located in CRAG and Tier 3: River North

☐ Located in CRAG and Tier 4: Midtown

☐ Located in CRAG only and no Tier

☐ Located in a Tax Increment Reinvestment Zone (TIRZ), specifically: None

## Project Categories

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

## Other Project Features

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

## Site Information

City Council District #: 2 Current Zoning: IDZ-H

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

Property ID#: 106175,106176,106179,106180,106199,106197,106200 Acreage: .758

Current Value: Land: $ 134,370.00 Improvements: $ 0.00

## Additional Information

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

   ☒ No ☐ Yes (please indicate nature/status of the violations on additional page(s))

2. SAWS Impact Fees (if seeking waiver)

   Estimate of water and sewer impact fees: $ 82,746.00 (must obtain written estimate from SAWS)

   Projected time to install water/sewer services: (season and year) Q1 2017

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

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

## Required Attachments

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

# EXHIBIT D

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT
& OPERATIONS DEPARTMENT

# CCHIP Agreement Term Sheet

## City Center Lofts

| | |
|---|---|
| Project Name and location: | The Center City Lofts Project consists of 6 lots located at 130 North Swiss, 134 North Swiss, 139 North Swiss, 126 North Cherry, 402 North Center and 406 North Center. These properties are within the Dignowity Hill Neighborhood Association, the CRAG, the Inner City TIRZ, the Near East Side Growth Area (Tier 2), and Council District 2 |
| Project Description: | Construction of 24 for-sale market rate ~~detached single-family~~ condos homes for a total project cost of $3,809,996. Construction is scheduled to commence in January 2017 and be complete by December ~~2017~~. 2018 |
| Project Developer and POC: | Charles Turner, K/T TX Holdings, LLC |

| Incentive Package per CCHIP | Amount | Program Fees |
|---|---|---|
| City Fee Waiver | 8,223.00 | 100.00 * |
| 15-year tax increment reimbursement grant<br>- Located in CRAG and Near East Side Growth Area (Tier 2)<br>-100% participation in Inner City TIRZ<br>- Excludes 201~~6~~5 base value of $134,370<br>- Projected end value of $3,809,996 | 307,799.00 | 2,250.00 |
| **TOTAL INCENTIVES AND PROGRAM FEES** | **$316,022.00** | **$2,350.00** |

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:

Sarah Esserlieu 6/21/16
Sarah Esserlieu, Program Manager Date

6/21/16
Ramiro Gonzales, Redevelopment Officer Date

# EXHIBIT E

# Bexar CAD

## Property Search Results > 106179 K/T TX HOLDINGS LLC for Year 2016

### Property

#### Account

| | | | |
|---|---|---|---|
| Property ID: | 106179 | Legal Description: | NCB 590 BLK 3 LOT N 40 FT OF 2 |
| Geographic ID: | 00590-003-0050 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | 099 | | |
| Property Use Description: | VACANT LAND | | |

#### Location

| | | | |
|---|---|---|---|
| Address: | 406 N CENTER RD<br>SAN ANTONIO, TX 78202 | Mapsco: | 617A5 |
| Neighborhood: | NBHD code11810 | Map ID: | |
| Neighborhood CD: | 11810 | | |

#### Owner

| | | | |
|---|---|---|---|
| Name: | K/T TX HOLDINGS LLC | Owner ID: | 2815334 |
| Mailing Address: | 3425 HIGHWAY 6 STE 101<br>SUGAR LAND, TX 77478-4439 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

### Values

| | | | | |
|---|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | | |
| (+) Improvement Non-Homesite Value: | + | $0 | | |
| (+) Land Homesite Value: | + | $0 | | |
| (+) Land Non-Homesite Value: | + | $10,580 | Ag / Timber Use Value | |
| (+) Agricultural Market Valuation: | + | $0 | | $0 |
| (+) Timber Market Valuation: | + | $0 | | $0 |
| | | --- | | |
| (=) Market Value: | = | $10,580 | | |
| (–) Ag or Timber Use Value Reduction: | – | $0 | | |
| | | --- | | |
| (=) Appraised Value: | = | $10,580 | | |
| (–) HS Cap: | – | $0 | | |
| | | --- | | |
| (=) Assessed Value: | = | $10,580 | | |

### Taxing Jurisdiction

| | |
|---|---|
| Owner: | K/T TX HOLDINGS LLC |
| % Ownership: | 100.0000000000% |
| Total Value: | $10,580 |

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|
| 06 | BEXAR CO RD & FLOOD | 0.017000 | $10,580 | $10,580 | $1.80 |

| | | | | | |
|---|---|---|---|---|---|
| 08 | SA RIVER AUTH | 0.017290 | $10,580 | $10,580 | $1.83 |
| 09 | ALAMO COM COLLEGE | 0.149150 | $10,580 | $10,580 | $15.78 |
| 10 | UNIV HEALTH SYSTEM | 0.276235 | $10,580 | $10,580 | $29.23 |
| 11 | BEXAR COUNTY | 0.297500 | $10,580 | $10,580 | $31.47 |
| 21 | CITY OF SAN ANTONIO | 0.558270 | $10,580 | $10,580 | $59.07 |
| 57 | SAN ANTONIO ISD | 1.382600 | $10,580 | $10,580 | $146.28 |
| CAD | BEXAR APPRAISAL DISTRICT | 0.000000 | $10,580 | $10,580 | $0.00 |
| SA011 | San Antonio TIF #11 Inner City | 0.000000 | $10,580 | $10,580 | $0.00 |
| | Total Tax Rate: | 2.698045 | | | |
| | | | | Taxes w/Current Exemptions: | $285.46 |
| | | | | Taxes w/o Exemptions: | $285.45 |

## Improvement / Building

No improvements exist for this property.

## Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | CSS | Commercial Store Site | 0.0579 | 2520.00 | 0.00 | 0.00 | $10,580 | $0 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2016 | $0 | $10,580 | 0 | 10,580 | $0 | $10,580 |
| 2015 | $0 | $10,080 | 0 | 10,080 | $0 | $10,080 |
| 2014 | $1,090 | $10,080 | 0 | 11,170 | $0 | $11,170 |
| 2013 | $1,250 | $10,080 | 0 | 11,330 | $0 | $11,330 |
| 2012 | $930 | $10,080 | 0 | 11,010 | $0 | $11,010 |
| 2011 | $1,060 | $10,080 | 0 | 11,140 | $0 | $11,140 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Deed Number |
|---|---|---|---|---|---|---|---|---|
| 1 | 3/19/2015 | Deed | Deed | TERRAMARK CONTRACTORS LLC | K/T TX HOLDINGS LLC | 17148 | 0266 | 20150050250 |
| 2 | 3/11/2015 | Deed | Deed | CITY OF SAN ANTONIO | TERRAMARK CONTRACTORS LLC | 17148 | 0258 | 20150050249 |

# Bexar CAD

## Property Search Results > 106199 K/T TX HOLDINGS LLC for Year 2016

### Property

#### Account

| | | | |
|---|---|---|---|
| Property ID: | 106199 | Legal Description: | NCB 590 BLK 3 LOT S 45 FT OF N 95 FT OF 18 & 19 ARB A-29 |
| Geographic ID: | 00590-003-0340 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | 099 | | |
| Property Use Description: | VACANT LAND | | |

#### Location

| | | | |
|---|---|---|---|
| Address: | 130 N SWISS<br>SAN ANTONIO, TX 78202 | Mapsco: | 617A5 |
| Neighborhood: | NBHD code11810 | Map ID: | |
| Neighborhood CD: | 11810 | | |

#### Owner

| | | | |
|---|---|---|---|
| Name: | K/T TX HOLDINGS LLC | Owner ID: | 2815334 |
| Mailing Address: | 3425 HIGHWAY 6 STE 101<br>SUGAR LAND, TX 77478-4439 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

### Values

| | | | | |
|---|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | | |
| (+) Improvement Non-Homesite Value: | + | $0 | | |
| (+) Land Homesite Value: | + | $0 | | |
| (+) Land Non-Homesite Value: | + | $17,770 | Ag / Timber Use Value | |
| (+) Agricultural Market Valuation: | + | $0 | | $0 |
| (+) Timber Market Valuation: | + | $0 | | $0 |
| | | --- | | |
| (=) Market Value: | = | $17,770 | | |
| (–) Ag or Timber Use Value Reduction: | – | $0 | | |
| | | --- | | |
| (=) Appraised Value: | = | $17,770 | | |
| (–) HS Cap: | – | $0 | | |
| | | --- | | |
| (=) Assessed Value: | = | $17,770 | | |

### Taxing Jurisdiction

| | |
|---|---|
| Owner: | K/T TX HOLDINGS LLC |
| % Ownership: | 100.0000000000% |
| Total Value: | $17,770 |

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| 06 | BEXAR CO RD & FLOOD | 0.017000 | $17,770 | $17,770 | $3.02 |
| 08 | SA RIVER AUTH | 0.017290 | $17,770 | $17,770 | $3.07 |
| 09 | ALAMO COM COLLEGE | 0.149150 | $17,770 | $17,770 | $26.50 |
| 10 | UNIV HEALTH SYSTEM | 0.276235 | $17,770 | $17,770 | $49.09 |
| 11 | BEXAR COUNTY | 0.297500 | $17,770 | $17,770 | $52.87 |
| 21 | CITY OF SAN ANTONIO | 0.558270 | $17,770 | $17,770 | $99.20 |
| 57 | SAN ANTONIO ISD | 1.382600 | $17,770 | $17,770 | $245.69 |
| CAD | BEXAR APPRAISAL DISTRICT | 0.000000 | $17,770 | $17,770 | $0.00 |
| SA011 | San Antonio TIF #11 Inner City | 0.000000 | $17,770 | $17,770 | $0.00 |
| | Total Tax Rate: | 2.698045 | | | |
| | | | | Taxes w/Current Exemptions: | $479.44 |
| | | | | Taxes w/o Exemptions: | $479.44 |

## Improvement / Building

No improvements exist for this property.

## Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | CSS | Commercial Store Site | 0.0971 | 4230.00 | 45.00 | 94.00 | $17,770 | $0 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2016 | $0 | $17,770 | 0 | 17,770 | $0 | $17,770 |
| 2015 | $0 | $16,920 | 0 | 16,920 | $0 | $16,920 |
| 2014 | $0 | $16,920 | 0 | 16,920 | $0 | $16,920 |
| 2013 | $0 | $16,920 | 0 | 16,920 | $0 | $16,920 |
| 2012 | $0 | $7,280 | 0 | 7,280 | $0 | $7,280 |
| 2011 | $0 | $7,280 | 0 | 7,280 | $0 | $7,280 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Deed Number |
|---|---|---|---|---|---|---|---|---|
| 1 | 3/19/2015 | Deed | Deed | TERRAMARK CONTRACTORS LLC | K/T TX HOLDINGS LLC | 17148 | 0266 | 20150050250 |
| 2 | 3/11/2015 | Deed | Deed | CITY OF SAN ANTONIO | TERRAMARK CONTRACTORS LLC | 17148 | 0258 | 20150050249 |
| 3 | 7/16/2012 | WD | Warranty Deed | SAN ANTONIO DEVELOPMENT AGENCY | CITY OF SAN ANTONIO | 15683 | 0343 | 20120174117 |

# Bexar CAD

## Property Search Results > 106180 K/T TX HOLDINGS LLC for Year 2018

### Property

#### Account

| | | | |
|---|---|---|---|
| Property ID: | 106180 | Legal Description: | NCB 590 BLK 3 LOT 3 |
| Geographic ID: | 00590-003-0060 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | 099 | | |
| Property Use Description: | VACANT LAND | | |

#### Location

| | | | |
|---|---|---|---|
| Address: | 139 N SWISS<br>SAN ANTONIO, TX 78202 | Mapsco: | 617A5 |
| Neighborhood: | NBHD code11810 | Map ID: | |
| Neighborhood CD: | 11810 | | |

#### Owner

| | | | |
|---|---|---|---|
| Name: | K/T TX HOLDINGS LLC | Owner ID: | 2815334 |
| Mailing Address: | 3425 HIGHWAY 6 STE 101<br>SUGAR LAND, TX 77478-4439 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

### Values

| | | | | |
|---|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | | |
| (+) Improvement Non-Homesite Value: | + | $0 | | |
| (+) Land Homesite Value: | + | $0 | | |
| (+) Land Non-Homesite Value: | + | $40,480 | Ag / Timber Use Value | |
| (+) Agricultural Market Valuation: | + | $0 | | $0 |
| (+) Timber Market Valuation: | + | $0 | | $0 |
| | | --- | | |
| (=) Market Value: | = | $40,480 | | |
| (–) Ag or Timber Use Value Reduction: | – | $0 | | |
| | | --- | | |
| (=) Appraised Value: | = | $40,480 | | |
| (–) HS Cap: | – | $0 | | |
| | | --- | | |
| (=) Assessed Value: | = | $40,480 | | |

### Taxing Jurisdiction

| | |
|---|---|
| Owner: | K/T TX HOLDINGS LLC |
| % Ownership: | 100.0000000000% |
| Total Value: | $40,480 |

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|
| 06 | BEXAR CO RD & FLOOD | 0.017000 | $40,480 | $40,480 | $6.88 |

| | | | | | |
|---|---|---|---|---|---|
| 08 | SA RIVER AUTH | 0.017290 | $40,480 | $40,480 | $7.00 |
| 09 | ALAMO COM COLLEGE | 0.149150 | $40,480 | $40,480 | $60.38 |
| 10 | UNIV HEALTH SYSTEM | 0.276235 | $40,480 | $40,480 | $111.82 |
| 11 | BEXAR COUNTY | 0.297500 | $40,480 | $40,480 | $120.43 |
| 21 | CITY OF SAN ANTONIO | 0.558270 | $40,480 | $40,480 | $225.99 |
| 57 | SAN ANTONIO ISD | 1.382600 | $40,480 | $40,480 | $559.67 |
| CAD | BEXAR APPRAISAL DISTRICT | 0.000000 | $40,480 | $40,480 | $0.00 |
| SA011 | San Antonio TIF #11 Inner City | 0.000000 | $40,480 | $40,480 | $0.00 |
| | Total Tax Rate: | 2.698045 | | | |
| | | | | Taxes w/Current Exemptions: | $1,092.17 |
| | | | | Taxes w/o Exemptions: | $1,092.17 |

## Improvement / Building

No improvements exist for this property.

## Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | CSS | Commercial Store Site | 0.2213 | 9639.00 | 153.00 | 63.00 | $40,480 | $0 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2016 | $0 | $40,480 | 0 | 40,480 | $0 | $40,480 |
| 2015 | $0 | $38,560 | 0 | 38,560 | $0 | $38,560 |
| 2014 | $0 | $38,560 | 0 | 38,560 | $0 | $38,560 |
| 2013 | $0 | $38,560 | 0 | 38,560 | $0 | $38,560 |
| 2012 | $0 | $38,560 | 0 | 38,560 | $0 | $38,560 |
| 2011 | $0 | $38,560 | 0 | 38,560 | $0 | $38,560 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Deed Number |
|---|---|---|---|---|---|---|---|---|
| 1 | 3/19/2015 | Deed | Deed | TERRAMARK CONTRACTORS LLC | K/T TX HOLDINGS LLC | 17148 | 0266 | 20150050250 |
| 2 | 3/11/2015 | Deed | Deed | CITY OF SAN ANTONIO | TERRAMARK CONTRACTORS LLC | 17148 | 0258 | 20150050249 |

# Bexar CAD

## Property Search Results > 106197 K/T TX HOLDINGS LLC for Year 2016

### Property

#### Account

| | | | |
|---|---|---|---|
| Property ID: | 106197 | Legal Description: | NCB 590 BLK 3 LOT N 50 FT OF 18 & 19 |
| Geographic ID: | 00590-003-0320 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | 099 | | |
| Property Use Description: | VACANT LAND | | |

#### Location

| | | | |
|---|---|---|---|
| Address: | 134 N SWISS<br>SAN ANTONIO, TX 78202 | Mapsco: | 617A5 |
| Neighborhood: | NBHD code11810 | Map ID: | |
| Neighborhood CD: | 11810 | | |

#### Owner

| | | | |
|---|---|---|---|
| Name: | K/T TX HOLDINGS LLC | Owner ID: | 2815334 |
| Mailing Address: | 3425 HIGHWAY 6 STE 101<br>SUGAR LAND, TX 77478-4439 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

### Values

| | | | | |
|---|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | | |
| (+) Improvement Non-Homesite Value: | + | $0 | | |
| (+) Land Homesite Value: | + | $0 | | |
| (+) Land Non-Homesite Value: | + | $19,740 | Ag / Timber Use Value | |
| (+) Agricultural Market Valuation: | + | $0 | | $0 |
| (+) Timber Market Valuation: | + | $0 | | $0 |
| | | --- | | |
| (=) Market Value: | = | $19,740 | | |
| (–) Ag or Timber Use Value Reduction: | – | $0 | | |
| | | --- | | |
| (=) Appraised Value: | = | $19,740 | | |
| (–) HS Cap: | – | $0 | | |
| | | --- | | |
| (=) Assessed Value: | = | $19,740 | | |

### Taxing Jurisdiction

| | |
|---|---|
| Owner: | K/T TX HOLDINGS LLC |
| % Ownership: | 100.0000000000% |
| Total Value: | $19,740 |

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|
| 06 | BEXAR CO RD & FLOOD | 0.017000 | $19,740 | $19,740 | $3.36 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 08 | SA RIVER AUTH | 0.017290 | $19,740 | | $19,740 | $3.41 |
| 09 | ALAMO COM COLLEGE | 0.149150 | $19,740 | | $19,740 | $29.45 |
| 10 | UNIV HEALTH SYSTEM | 0.276235 | $19,740 | | $19,740 | $54.53 |
| 11 | BEXAR COUNTY | 0.297500 | $19,740 | | $19,740 | $58.72 |
| 21 | CITY OF SAN ANTONIO | 0.558270 | $19,740 | | $19,740 | $110.20 |
| 57 | SAN ANTONIO ISD | 1.382600 | $19,740 | | $19,740 | $272.93 |
| CAD | BEXAR APPRAISAL DISTRICT | 0.000000 | $19,740 | | $19,740 | $0.00 |
| SA011 | San Antonio TIF #11 Inner City | 0.000000 | $19,740 | | $19,740 | $0.00 |
| | Total Tax Rate: | 2.698045 | | | | |
| | | | | Taxes w/Current Exemptions: | | $532.60 |
| | | | | Taxes w/o Exemptions: | | $532.59 |

## Improvement / Building

No improvements exist for this property.

## Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | CSS | Commercial Store Site | 0.1079 | 4700.00 | 0.00 | 0.00 | $19,740 | $0 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2016 | $0 | $19,740 | 0 | 19,740 | $0 | $19,740 |
| 2015 | $0 | $18,800 | 0 | 18,800 | $0 | $18,800 |
| 2014 | $0 | $18,800 | 0 | 18,800 | $0 | $18,800 |
| 2013 | $0 | $18,800 | 0 | 18,800 | $0 | $18,800 |
| 2012 | $0 | $18,800 | 0 | 18,800 | $0 | $18,800 |
| 2011 | $0 | $18,800 | 0 | 18,800 | $0 | $18,800 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Deed Number |
|---|---|---|---|---|---|---|---|---|
| 1 | 3/19/2015 | Deed | Deed | TERRAMARK CONTRACTORS LLC | K/T TX HOLDINGS LLC | 17148 | 0266 | 20150050250 |
| 2 | 3/11/2015 | Deed | Deed | CITY OF SAN ANTONIO | TERRAMARK CONTRACTORS LLC | 17148 | 0258 | 20150050249 |

# Bexar CAD

## Property Search Results > 106200 K/T TX HOLDINGS LLC for Year 2016

### Property

#### Account

| | | | |
|---|---|---|---|
| Property ID: | 106200 | Legal Description: | NCB 590 BLK 3 LOT S 43.45 FT OF 18 & 19 ARB A-30 |
| Geographic ID: | 00590-003-0350 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | 099 | | |
| Property Use Description: | VACANT LAND | | |

#### Location

| | | | |
|---|---|---|---|
| Address: | 126 N SWISS<br>SAN ANTONIO, TX 78202 | Mapsco: | 617A5 |
| Neighborhood: | NBHD code11810 | Map ID: | |
| Neighborhood CD: | 11810 | | |

#### Owner

| | | | |
|---|---|---|---|
| Name: | K/T TX HOLDINGS LLC | Owner ID: | 2815334 |
| Mailing Address: | 3425 HIGHWAY 6 STE 101<br>SUGAR LAND, TX 77478-4439 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

### Values

| | | | | |
|---|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | | |
| (+) Improvement Non-Homesite Value: | + | $0 | | |
| (+) Land Homesite Value: | + | $0 | | |
| (+) Land Non-Homesite Value: | + | $16,980 | Ag / Timber Use Value | |
| (+) Agricultural Market Valuation: | + | $0 | | $0 |
| (+) Timber Market Valuation: | + | $0 | | $0 |
| | | --- | | |
| (=) Market Value: | = | $16,980 | | |
| (–) Ag or Timber Use Value Reduction: | – | $0 | | |
| | | --- | | |
| (=) Appraised Value: | = | $16,980 | | |
| (–) HS Cap: | – | $0 | | |
| | | --- | | |
| (=) Assessed Value: | = | $16,980 | | |

### Taxing Jurisdiction

| | |
|---|---|
| Owner: | K/T TX HOLDINGS LLC |
| % Ownership: | 100.0000000000% |
| Total Value: | $16,980 |

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| 06 | BEXAR CO RD & FLOOD | 0.017000 | $16,980 | $16,980 | $2.89 |
| 08 | SA RIVER AUTH | 0.017290 | $16,980 | $16,980 | $2.94 |
| 09 | ALAMO COM COLLEGE | 0.149150 | $16,980 | $16,980 | $25.33 |
| 10 | UNIV HEALTH SYSTEM | 0.276235 | $16,980 | $16,980 | $46.91 |
| 11 | BEXAR COUNTY | 0.297500 | $16,980 | $16,980 | $50.52 |
| 21 | CITY OF SAN ANTONIO | 0.558270 | $16,980 | $16,980 | $94.79 |
| 57 | SAN ANTONIO ISD | 1.382600 | $16,980 | $16,980 | $234.76 |
| CAD | BEXAR APPRAISAL DISTRICT | 0.000000 | $16,980 | $16,980 | $0.00 |
| SA011 | San Antonio TIF #11 Inner City | 0.000000 | $16,980 | $16,980 | $0.00 |
| | Total Tax Rate: | 2.698045 | | | |
| | | | | Taxes w/Current Exemptions: | $458.14 |
| | | | | Taxes w/o Exemptions: | $458.13 |

## Improvement / Building

No improvements exist for this property.

## Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | CSS | Commercial Store Site | 0.0928 | 4042.00 | 43.00 | 94.00 | $16,980 | $0 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2016 | $0 | $16,980 | 0 | 16,980 | $0 | $16,980 |
| 2015 | $0 | $16,170 | 0 | 16,170 | $0 | $16,170 |
| 2014 | $0 | $16,170 | 0 | 16,170 | $0 | $16,170 |
| 2013 | $0 | $16,170 | 0 | 16,170 | $0 | $16,170 |
| 2012 | $0 | $7,200 | 0 | 7,200 | $0 | $7,200 |
| 2011 | $0 | $7,200 | 0 | 7,200 | $0 | $7,200 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Deed Number |
|---|---|---|---|---|---|---|---|---|
| 1 | 10/16/2015 | Deed | Deed | COOREMANS MARIO B | K/T TX HOLDINGS LLC | 17515 | 1708 | 20150201892 |
| 2 | 8/26/2013 | Deed | Deed | NEXTLOTS 5 LLC | COOREMANS MARIO B | 16321 | 2237 | 20130185229 |
| 3 | 6/4/2013 | Deed | Deed | BEXAR COUNTY | NEXTLOTS 5 LLC | 16236 | 1745 | 20130149014 |

# Bexar CAD

## Property Search Results > 106176 K/T TX HOLDINGS LLC for Year 2016

### Property

#### Account

| | | | |
|---|---|---|---|
| Property ID: | 106176 | Legal Description: | NCB 590 BLK 3 LOT N 40 FT OF 1 |
| Geographic ID: | 00590-003-0020 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | 099 | | |
| Property Use Description: | VACANT LAND | | |

#### Location

| | | | |
|---|---|---|---|
| Address: | 402 N CENTER RD<br>SAN ANTONIO, TX 78202 | Mapsco: | 617A5 |
| Neighborhood: | NBHD code11810 | Map ID: | |
| Neighborhood CD: | 11810 | | |

#### Owner

| | | | |
|---|---|---|---|
| Name: | K/T TX HOLDINGS LLC | Owner ID: | 2815334 |
| Mailing Address: | 3425 HIGHWAY 6 STE 101<br>SUGAR LAND, TX 77478-4439 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

### Values

| | | | | |
|---|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | | |
| (+) Improvement Non-Homesite Value: | + | $0 | | |
| (+) Land Homesite Value: | + | $0 | | |
| (+) Land Non-Homesite Value: | + | $10,580 | Ag / Timber Use Value | |
| (+) Agricultural Market Valuation: | + | $0 | | $0 |
| (+) Timber Market Valuation: | + | $0 | | $0 |
| | | --- | | |
| (=) Market Value: | = | $10,580 | | |
| (–) Ag or Timber Use Value Reduction: | – | $0 | | |
| | | --- | | |
| (=) Appraised Value: | = | $10,580 | | |
| (–) HS Cap: | – | $0 | | |
| | | --- | | |
| (=) Assessed Value: | = | $10,580 | | |

### Taxing Jurisdiction

| | |
|---|---|
| Owner: | K/T TX HOLDINGS LLC |
| % Ownership: | 100.0000000000% |
| Total Value: | $10,580 |

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|
| 06 | BEXAR CO RD & FLOOD | 0.017000 | $10,580 | $10,580 | $1.80 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 08 | SA RIVER AUTH | 0.017290 | $10,580 | | $10,580 | $1.83 |
| 09 | ALAMO COM COLLEGE | 0.149150 | $10,580 | | $10,580 | $15.78 |
| 10 | UNIV HEALTH SYSTEM | 0.276235 | $10,580 | | $10,580 | $29.23 |
| 11 | BEXAR COUNTY | 0.297500 | $10,580 | | $10,580 | $31.47 |
| 21 | CITY OF SAN ANTONIO | 0.558270 | $10,580 | | $10,580 | $59.07 |
| 57 | SAN ANTONIO ISD | 1.382600 | $10,580 | | $10,580 | $146.28 |
| CAD | BEXAR APPRAISAL DISTRICT | 0.000000 | $10,580 | | $10,580 | $0.00 |
| SA011 | San Antonio TIF #11 Inner City | 0.000000 | $10,580 | | $10,580 | $0.00 |
| | Total Tax Rate: | 2.698045 | | | | |
| | | | | Taxes w/Current Exemptions: | | $285.46 |
| | | | | Taxes w/o Exemptions: | | $285.45 |

## Improvement / Building

No improvements exist for this property.

## Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | CSS | Commercial Store Site | 0.0579 | 2520.00 | 0.00 | 0.00 | $10,580 | $0 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2016 | $0 | $10,580 | 0 | 10,580 | $0 | $10,580 |
| 2015 | $0 | $10,080 | 0 | 10,080 | $0 | $10,080 |
| 2014 | $120 | $10,080 | 0 | 10,200 | $0 | $10,200 |
| 2013 | $120 | $10,080 | 0 | 10,200 | $0 | $10,200 |
| 2012 | $120 | $10,080 | 0 | 10,200 | $0 | $10,200 |
| 2011 | $100 | $10,100 | 0 | 10,200 | $0 | $10,200 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Deed Number |
|---|---|---|---|---|---|---|---|---|
| 1 | 3/19/2015 | Deed | Deed | TERRAMARK CONTRACTORS LLC | K/T TX HOLDINGS LLC | 17148 | 0266 | 20150050250 |
| 2 | 3/11/2015 | Deed | Deed | CITY OF SAN ANTONIO | TERRAMARK CONTRACTORS LLC | 17148 | 0258 | 20150050249 |

# Bexar CAD

## Property Search Results > 106175 K/T TX HOLDINGS LLC for Year 2016

### Property

#### Account

| | | | |
|---|---|---|---|
| Property ID: | 106175 | Legal Description: | NCB 590 BLK 3 LOT S 47.52 FT OF N 87.52 FT OF 1 & 2 ARB A16 |
| Geographic ID: | 00590-003-0010 | Agent Code: | |
| Type: | Real | | |
| Property Use Code: | 099 | | |
| Property Use Description: | VACANT LAND | | |

#### Location

| | | | |
|---|---|---|---|
| Address: | 126 N CHERRY<br>SAN ANTONIO, TX 78202 | Mapsco: | 617A5 |
| Neighborhood: | NBHD code11810 | Map ID: | |
| Neighborhood CD: | 11810 | | |

#### Owner

| | | | |
|---|---|---|---|
| Name: | K/T TX HOLDINGS LLC | Owner ID: | 2815334 |
| Mailing Address: | 3425 HIGHWAY 6 STE 101<br>SUGAR LAND, TX 77478-4439 | % Ownership: | 100.0000000000% |
| | | Exemptions: | |

### Values

| | | | | |
|---|---|---|---|---|
| (+) Improvement Homesite Value: | + | $0 | | |
| (+) Improvement Non-Homesite Value: | + | $0 | | |
| (+) Land Homesite Value: | + | $0 | | |
| (+) Land Non-Homesite Value: | + | $24,950 | Ag / Timber Use Value | |
| (+) Agricultural Market Valuation: | + | $0 | | $0 |
| (+) Timber Market Valuation: | + | $0 | | $0 |
| | | --- | | |
| (=) Market Value: | = | $24,950 | | |
| (–) Ag or Timber Use Value Reduction: | – | $0 | | |
| | | --- | | |
| (=) Appraised Value: | = | $24,950 | | |
| (–) HS Cap: | – | $0 | | |
| | | --- | | |
| (=) Assessed Value: | = | $24,950 | | |

### Taxing Jurisdiction

| | |
|---|---|
| Owner: | K/T TX HOLDINGS LLC |
| % Ownership: | 100.0000000000% |
| Total Value: | $24,950 |

| Entity | Description | Tax Rate | Appraised Value | Taxable Value | Estimated Tax |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| 06 | BEXAR CO RD & FLOOD | 0.017000 | $24,950 | $24,950 | $4.24 |
| 08 | SA RIVER AUTH | 0.017290 | $24,950 | $24,950 | $4.31 |
| 09 | ALAMO COM COLLEGE | 0.149150 | $24,950 | $24,950 | $37.21 |
| 10 | UNIV HEALTH SYSTEM | 0.276235 | $24,950 | $24,950 | $68.92 |
| 11 | BEXAR COUNTY | 0.297500 | $24,950 | $24,950 | $74.23 |
| 21 | CITY OF SAN ANTONIO | 0.558270 | $24,950 | $24,950 | $139.29 |
| 57 | SAN ANTONIO ISD | 1.382600 | $24,950 | $24,950 | $344.96 |
| CAD | BEXAR APPRAISAL DISTRICT | 0.000000 | $24,950 | $24,950 | $0.00 |
| SA011 | San Antonio TIF #11 Inner City | 0.000000 | $24,950 | $24,950 | $0.00 |
| | Total Tax Rate: | 2.698045 | | | |
| | | | | Taxes w/Current Exemptions: | $673.16 |
| | | | | Taxes w/o Exemptions: | $673.16 |

## Improvement / Building

No improvements exist for this property.

## Land

| # | Type | Description | Acres | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|---|---|---|---|---|---|---|---|
| 1 | CSS | Commercial Store Site | 0.1364 | 5940.00 | 0.00 | 0.00 | $24,950 | $0 |

## Roll Value History

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|---|---|---|---|---|---|---|
| 2016 | $0 | $24,950 | 0 | 24,950 | $0 | $24,950 |
| 2015 | $0 | $23,760 | 0 | 23,760 | $0 | $23,760 |
| 2014 | $0 | $23,760 | 0 | 23,760 | $0 | $23,760 |
| 2013 | $0 | $23,760 | 0 | 23,760 | $0 | $23,760 |
| 2012 | $0 | $23,760 | 0 | 23,760 | $0 | $23,760 |
| 2011 | $0 | $23,760 | 0 | 23,760 | $0 | $23,760 |

## Deed History - (Last 3 Deed Transactions)

| # | Deed Date | Type | Description | Grantor | Grantee | Volume | Page | Deed Number |
|---|---|---|---|---|---|---|---|---|
| 1 | 3/19/2015 | Deed | Deed | TERRAMARK CONTRACTORS LLC | K/T TX HOLDINGS LLC | 17148 | 0266 | 20150050250 |
| 2 | 3/11/2015 | Deed | Deed | CITY OF SAN ANTONIO | TERRAMARK CONTRACTORS LLC | 17148 | 0258 | 20150050249 |
| 3 | 6/29/2012 | WD | Warranty Deed | K/T TX HOLDINGS LLC | CITY OF SAN ANTONIO | 15683 | 340 | 20120174116 |

2016 data current as of Jun 27 2016 12:28AM.
2015 and prior year data current as of Jun 10 2016 9:35AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

# EXHIBIT F

# CCHIP INCENTIVE ESTIMATOR

| Project Input | |
|---|---|
| **Location** | |
| Incentive Tier | 2 |
| Located in a TIRZ | YES |
| TIRZ Participation Level | 100% |
| **Type** | |
| Brownfield or Adaptive Reuse | NO |
| Project Categories Met | 1 |
| **Details** | |
| Base Value | 134,370 |
| Projected End Value | 3,809,996 |
| Number of Housing Units | 24 |
| Office Space (SF) | 0 |
| Retail Space (SF) | 0 |
| Stuctured Parking | NO |
| LID | NO |

**INCENTIVE CALCULATION**

| | | | |
|---|---|---|---|
| City Fee Waiver | $ | 7,455 | User Entry |
| SAWS Fee Waiver | $ | - | User Entry |
| Tax Reimbursement Grant | $ | 307,799 | |
| ICIF Loan | $ | 36,000 | |
| ICIF Loan Bonus | $ | - | |
| Mixed Use Loan | $ | - | |
| TOTAL CCHIP INCENTIVES | **$** | **351,254** | |

| | |
|---|---|
| Applicable Tax Rate | .0055827 |
| Applicable Tax Rebate Term | 15 |