

STATE OF TEXAS

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

COUNTY OF BEXAR

This Center City Housing Incentive Policy Agreement (hereinafter referred to as this “Agreement”) is made and entered into by and among the City of San Antonio (the “CITY”), a municipal corporation of the State of Texas, acting by and through its City Manager or her designee, the Houston Street Tax Increment Reinvestment Zone #09 (the “TIRZ”), acting by and through its Board of Directors and ENCORE MULTI-FAMILY, 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 approximately THREE HUNDRED AND THIRTY-EIGHT (338) rental housing units to be located at 304 and 308 South Flores Street, San Antonio, TX 78204 (the “Project Site”), as more specifically described in **Exhibit A**; and

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately SIXTY MILLION DOLLARS AND ZERO CENTS (\$60,000,000.00) in real property improvements within the boundaries of City Council District 1; and

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

WHEREAS, the CITY and the TIRZ have identified funds to be made available to DEVELOPER in the form of an 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 tax year eligible for the Annual Real Property Tax Reimbursement Grant; (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 SIXTY MILLION DOLLARS AND ZERO CENTS (\$60,000,000.00) (the “Minimum Investment”) in an economic development project that will be located within the city limits of San Antonio and within the boundaries of the TIRZ that will consist of the construction of approximately THREE HUNDRED THIRTY-EIGHT (338) rental housing units and a structured parking garage located at the Project Site (the “Project”). The Minimum Investment shall include expenditures in: land acquisition; design; base building construction costs; public improvement costs; taxes and insurance; administrative and financing costs; and DEVELOPER fees, as described in DEVELOPER’s CCHIP Application, **Exhibit C**.

2. Construction. DEVELOPER shall commence construction and/or demolition, if applicable, at the Project Site on or before May 1, 2017 (“Commencement Date”), and shall use commercially reasonable efforts to complete construction no later than May 1, 2019 (the “Completion Date”), subject to Force Majeure as defined in this Agreement. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and CITY’s receipt of correspondence from the general contractor for the Project certifying that construction has commenced. The Completion Date shall be determined by the issuance of a Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld.

a. DEVELOPER shall provide progress reports to CITY on the Project and Project Site on a quarterly basis from the Commencement Date through the

Completion Date (the “Construction Period”). In addition to the quarterly progress reports, should CITY request an interim progress report during the Construction Period, DEVELOPER shall provide such progress report within fifteen (15) business days of receipt of written request from CITY.

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 Annual Real Property Tax Reimbursement Grant.

ARTICLE IV. ECONOMIC DEVELOPMENT PROGRAM INCENTIVES

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

Economic Development Program Incentives. CITY and TIRZ are providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, FIVE MILLION NINE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED FORTY-SIX DOLLARS AND ZERO CENTS (\$5,961,246.00), as summarized in the attached CCHIP Agreement Term Sheet, **Exhibit D**.

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

- (a) Execution of the Agreement by all Parties; and
- (b) Receipt of evidence of the issuance of a building permit from the CITY of San Antonio for the Project's location on or prior to the Commencement Date; and
- (c) Commencement of construction on the Project to be evidenced by the submission and receipt of a letter confirming commencement by the general contractor to CITY on or prior to the Commencement Date; and
- (d) Receipt by the CITY of evidence in the form of a letter from a qualified financial institution confirming DEVELOPER has funds available on deposit or under an existing credit facility or construction loan sufficient to complete the Project on or prior to the Commencement Date.

A. Annual Real Property Tax Reimbursement. Subject to the terms and conditions of this Agreement and the Payment Conditions (defined below), for each tax year commencing with the Initial Reimbursement Tax Year and then continuing annually for a total of fifteen (15) consecutive tax years throughout the remainder of the Term of this Agreement, CITY and TIRZ shall provide DEVELOPER, following submission of a tax invoice by DEVELOPER indicating full payment of all taxes owed by DEVELOPER on the Project, an annual grant for the Term of this Agreement in the cumulative amount of approximately, but not limited to, FOUR MILLION FIVE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED NINETY-TWO DOLLARS AND ZERO CENTS (\$4,545,492.00).

Payment Conditions:

- (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”), see attached **Exhibit E**.
 - a. The “Initial Reimbursement Tax Year” shall be defined as the first tax year in which actual project completion occurs, for which reimbursement under this section can be sought.
 - b. The “Base Year” shall be defined as the immediately preceding tax year from the date of execution of this agreement.
- (b) Payment of the Annual Incremental Property Tax Reimbursement to DEVELOPER shall occur in accordance with the following conditions (collectively, the “Payment Conditions”):
 - (i) For each tax year during the Term of this Agreement, CITY and TIRZ shall pay the Annual Incremental Property Tax Reimbursement to DEVELOPER provided the CITY has deposited funds into the TIF for that particular tax year, pursuant to Section 311.013 of the Texas Tax Code. DEVELOPER further understands that the level of participation in the TIRZ by participating governmental entities may be less than 100%.
 - (ii) For any particular tax year during the Term of this Agreement, if no tax increment is realized within the TIRZ, then the TIRZ shall defer payment of the Annual Incremental Property Tax Reimbursement that is due to DEVELOPER under this Article, during that tax year.
 - (iii) For any particular tax year during the Term of this Agreement, if insufficient tax increment is realized within the TIRZ to permit the full payment of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article, the TIRZ shall pay as much of the Annual Incremental Property Tax Reimbursement to DEVELOPER, as possible, and the TIRZ shall defer payment of any unpaid balance of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article during that tax year.
 - (iv) It is expressly agreed that all deferred Annual Incremental Property Tax Reimbursements (the “Deferred Amounts Due”) shall accrue without interest and shall be payable at the earliest reasonable opportunity to DEVELOPER by the TIRZ upon the availability of tax increment in the Tax Increment Fund during the Term of this Agreement.
 - (v) DEVELOPER acknowledges that unless the TIRZ is extended, payments will cease upon termination of the TIRZ and reconciliation of all accounts. Once the TIRZ terminates, CITY may be liable for obligations regarding the Annual Property Tax Increment Reimbursement. However, should City undertake

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

- (vi) The DEVELOPER understands and agrees that any expenditure made by the DEVELOPER in anticipation of reimbursement from tax increments shall not be, nor shall be construed to be, financial obligations of the CITY or the TIRZ. The DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the Project, changes in interest rates or capital markets, changes in building and development code requirements, changes in CITY policy, and/or unanticipated effects covered under legal doctrine of force majeure.
 - (vii) Any and all amounts payable by the TIRZ under this Agreement are payable solely from the TIRZ Tax Increment Fund, and no claim for payment of any amount outside of this contribution shall be made, claimed or permitted against any other funds, properties, assets or the general credit of the TIRZ and/or the CITY.
 - (viii) Any fees associated with the administration of the TIRZ shall take priority of payment over DEVELOPER's reimbursement.
- (c) Obligation to Pay Taxes. It is understood that DEVELOPER shall continue to pay all taxes owed on the Property Site as required by law. Taxes owed shall be determined by the Bexar County Appraisal District. Prior to the CITY disbursing TIRZ funds under this Agreement, DEVELOPER must provide to CITY evidence indicating that all taxes owed by DEVELOPER on the Property Site have been paid in full for the tax year for which payment of the Annual Incremental Property Tax Reimbursement is sought, subject to DEVELOPER's right to protest taxes as permitted by law. If, during the Term of this Agreement, DEVELOPER allows its ad valorem taxes due on the Property Site to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or contest of the taxing value, then the CITY and TIRZ's remedies under this Agreement shall apply.

B. Fee Waivers. CITY is providing DEVELOPER with Fee Waivers in the cumulative amount of ONE MILLION FOUR HUNDRED FIFTEEN THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND ZERO CENTS (\$1,415,754.00). The cumulative amount represents both City fee waivers in the approximate amount of ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS AND ZERO CENTS (\$165,754.00) and SAWS fee waivers in the approximate amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,250,000.00). The Fee Waivers are administrative in nature and are effective as of the date they are issued as reflected in the attached Fee Waiver Transmittal, **Exhibit F**.

ARTICLE V. CITY AND TIRZ OBLIGATIONS

- A. In consideration of full and satisfactory performance of activities required by this Agreement, CITY and TIRZ will pay DEVELOPER in accordance with Article IV above.
- B. Neither CITY nor TIRZ will not 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, CITY may, in its sole discretion, terminate this Agreement upon thirty (30) days prior written notice to DEVELOPER; provided, however, that DEVELOPER shall be allowed to cure such default by commencing construction and/or demolition on the Project within such thirty (30)-day notice period. If DEVELOPER does not cure such default within the thirty (30)-day notice period, this Agreement shall terminate 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 (defined below) and withhold further payment to DEVELOPER upon issuance to DEVELOPER of written notice of termination (the “Notice of Termination”), which Notice of Termination shall include: (1) the reasons for such termination; and (2) the effective date of such Termination. As used in this Agreement, “For Cause” shall mean (1) any fraud, gross negligence, malfeasance or

intentional misconduct by DEVELOPER, or (2) the breach of this Agreement in any material respect by DEVELOPER, which breach has not been cured within sixty (60) days written notice of such breach to DEVELOPER, and which breach results in, or is likely to result in, a material adverse effect to the CITY or a material impairment to the Project.

C. Should CITY terminate this Agreement For Cause, then CITY shall have the right to recapture any and all disbursed funds made under, as applicable, the Economic Development Program Annual Incremental Property Tax Reimbursement, and/or any and all disbursed Incentive Loan Funds. CITY shall be entitled to the repayment of the recaptured funds within sixty (60) 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 (in which case all earned but unpaid Incentives shall be paid by CITY and none of the Incentives shall be subject to recapture by CITY):

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 described in Section IX(C) above disbursed, and the proposed effective date of such termination.

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

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

ARTICLE X. NOTICE

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

than ten (10) days advance written notice of such change of address in accordance with the provisions hereof.

If intended for CITY, to:

City of San Antonio
Attn: Director
Center City Development Office
P.O. Box 839966
San Antonio, TX 78283-3966
Email: john.jacks@sanantonio.gov

If intended for TIRZ, to:

Planning & Community Development Dept.
Cliff Morton Development & Business
Service Center
Attn: Tax Increment Finance Unit
1901 S. Alamo
San Antonio, TX 78204

If intended for DEVELOPER, to:

Encore Multi-Family, LLC
Attn: Charlie Keels
5005 LBJ Freeway, Suite 1200
Dallas, TX 75244
Email: ckeels@encore.bz

With COURTESY copies to:

Encore Enterprises, Inc.
Attn: Charles A. Omage
5005 LBJ Freeway, Suite 1200
Dallas, TX 75244
Email: comage@encore.bz

Balch & Bingham, LLP
Attn: Matthew A. Aiken
1901 Sixth Avenue North
Birmingham, AL 35223
Email: maiken@balch.com

Brown & Ortiz, P.C.
Attn: James B. Griffin
112 E. Pecan Street, Suite 1360
San Antonio, TX 78205
Email: james@brownortiz.com

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 of any known proceeding filed under the federal bankruptcy code to which DEVELOPER is a party. DEVELOPER shall submit a copy of such notice to CITY within thirty (30) 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 agree 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 to 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 the master construction contract entered into by DEVELOPER complies with all terms and provisions of this Agreement as if such performance were rendered by DEVELOPER.

B. DEVELOPER, in contracting with the general contractor for the Project regarding the construction of the Project, expressly understands that in entering into such master construction contract, CITY nor TIRZ is not liable to DEVELOPER's general contractor or any subcontractor(s).

C. DEVELOPER assures and shall obtain assurances from the general contractor for the Project 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 or other entity in which DEVELOPER or any of its subsidiaries or affiliates is a shareholder, partner or member, including without limitation an entity in which DEVELOPER owns less than a majority ownership and/or voting interest. In such cases, DEVELOPER shall give CITY no less than thirty (30) days prior written notice of the assignment or other transfer. Any and all future assignees must be bound by all terms and/or provisions and representations of this Agreement as a condition of assignment. Any attempt to assign the Agreement without the notification and subsequent consent of CITY and TIRZ, if consent is required under this Article, shall release CITY and TIRZ from performing any of the terms, covenants and conditions herein. Any assignment of this Agreement in violation of this Article shall enable CITY to terminate this Agreement and exercise its rights under Article IX of this Agreement.

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

C. Any restrictions in this Agreement on the transfer or assignment of the DEVELOPER’s interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event shall the CITY nor 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*)

Any deadline for performance of any term of this Agreement shall be automatically extended to the extent that 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, and to obtain such relief, the DEVELOPER shall provide the CITY with

written notice explaining in reasonable detail such *force majeure* event.

ARTICLE XXIV. INCORPORATION OF EXHIBITS

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

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

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of March 18,
2016 (the "Effective Date"):

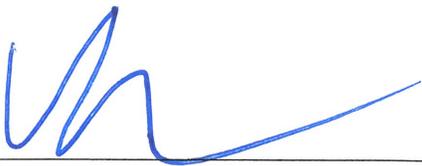
Accepted and executed in three duplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 2012-06-21-0501, dated June 21, 2012, and by DEVELOPER pursuant to the authority of its Managing Partner.

CITY:

DEVELOPER:

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

**ENCORE MULTI-FAMILY,
LLC, a Delaware limited liability
company**

By: 
Lori Houston
Assistant City Manager

By: 
Bradley C. Miller
President

APPROVED AS TO FORM:


CITY ATTORNEY

EXHIBIT A

Legal Description: Lots 5A, 6A, 7A, 8A, 9A, and 10A, New City Block 173, in the City of San Antonio, Bexar County, Texas.

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-classified into 4 Incentive Tiers. Exhibit C illustrates each of the 8 Targeted Growth Areas and the 4 Incentive Tiers and also includes a boundary description for each area.

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

Section 4. Fee Waivers

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

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

Section 5. Real Property Tax Reimbursement Grant

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

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

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

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

Section 6. Inner City Incentive Fund Loan

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

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

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

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

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

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

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

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

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

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

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

Section 7. Mixed Use Forgivable Loan

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

Section 8. CCHIP Exceptions

Any exceptions to the CCHIP require City Council approval.

Section 9. CCHIP Review and Term

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

Section 10. Recapture Provisions

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

Section 11. Administration of the CCHIP

The Center City Development Office will administer the CCHIP.

Section 12. Legal Documents

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

EXHIBIT C



CCHIP Agreement Term Sheet Encore Riverwalk

Project Name and location: The Encore Riverwalk project is located at 304 and 308 South Flores within the CRAG, SA2020, the Houston Street TIRZ, the Civic Center Growth Area (Tier 2), and Council District 1.

Project Description: Construction of a high-rise mixed-use development including 338 rental units, 5,000 SF of retail, and structured parking for a total project cost of \$60,000,000. The project is slated to begin construction summer of 2016 and be completed by spring of 2018.

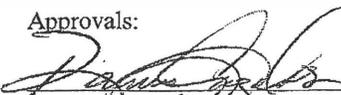
Project Developer and POC: James Griffin (Land Use Attorney for Encore Multifamily, LLC), 1

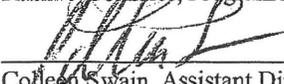
Incentive Package per CCHIP	Amount	Program Fees
City Fee Waiver	165,754.00	100.00
SAWS Fee Waiver	1,250,000.00	100.00
-Available after October 1, 2017		
15-year tax increment reimbursement grant.....	4,545,492.00	2,250.00
- Located in CRAG and Houston Street TIRZ		
- 10% of units to maintain 1 st year rental rate for grant term (plus inflation)		
- Excludes 2015 base value of \$5,719,310		
- Projected end value of \$60,000,000		
Construction Loan (no funding available)	0.00	0.00
- Based on High-Rise and Community Use project categories in Tier 2 (338 units @ \$3,000/unit)		
- Eligible for \$1,014,000 but unfunded		
Construction Loan Bonus (no funding available)	0.00	0.00
- Based on Structured Parking feature (338 units @ \$1,000/unit)		
- Eligible for \$338,000 but unfunded		
Mixed-Use Forgivable Loan (no funding available).....	0.00	0.00
- Based on Retail Space (5,000 SF @ \$20/SF)		
- Eligible for \$100,000 but unfunded		
TOTAL INCENTIVES AND PROGRAM FEES	\$5,961,246.00	\$2,450.00

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

 2/1/16
 Ramiro Gonzales, Program Manager Date

 2/3/16
 Colleen Swain, Assistant Director Date

N/A No TIRZ
 Erik "Clay" Lewis, Fiscal Analyst Date

 2-3-16
 John Jacks, Director Date

EXHIBIT D



Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: James B. Griffin Title: Agent/Attorney
 Company: Brown & Ortiz, P.C.
 Project Role: Land Use Attorney for Owner/Developer
 Address, City, ST, ZIP: 112 E. Pecan, Suite 1360
 Phone: _____ Fax: ✓ Email: _____

Project Information

Project Owner / Developer: Encore Multi-family, LLC
 Other Associated Entities and Roles: _____
 Project Name: Encore Riverwalk
 Project Site Address: S. Flores/Stumberg/S. Main/Old Guilbeau
 Start Date: 06/2016 Completion Date: 04/2018
 Cost of public improvements: \$ _____
 Estimated total project cost: \$ 60,000,000.00 (including public improvements)
 Housing units created: 338 Rentals For Sale
 Housing units per acre: 103
 Target rental price per square foot: \$ 2.00 / Target sales price per square foot: \$ -
 Square feet of retail space: 5,000 OR- Square feet of commercial office space: 5,000
 Estimated number of new jobs to be created, if any: +/- 5

Geographic Location

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

- Located in CRAG and Tier 1: Urban Core
- Located in CRAG and Tier 2: Near River South, Hemisfair/Cesar Chavez, Near East Side, Near West Side, Civic Core, Medical District
- Located in CRAG and Tier 3: River North
- Located in CRAG and Tier 4: Midtown
- Located in CRAG only and no Tier
- Located in a Tax Increment Reinvestment Zone (TIRZ), specifically: None

Project Categories

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

Other Project Features

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

Site Information

City Council District #: 1 Current Zoning: D

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

Property ID#: 101962 & 101963 Acreage: 3.3
 Current Value: Land: \$ 5,718,210.00 Improvements: \$ 1,100.00

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: \$ 1,513,923.00 (must obtain written estimate from SAWS)

Projected time to install water/sewer services: (season and year) Winter 2016

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

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

Required Attachments

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

EXHIBIT E

Bexar CAD - Map of Property ID 101963 for Year 2015



Property Details

Account

Property ID: 101963
Geo ID: 00173-000-0030
Type: Real

Legal Description: NCB 173 BLK LOT 6A, 7A, 8A, 9A & 10A

Location

Situs Address: 308 S FLORES ST SAN ANTONIO, TX 78204

Neighborhood: NBHD code10030

Mapsco: 616E6

Jurisdictions: 11, 09, 21, 57, 06, CAD, 10, 08

Owner

Owner Name: NICOLAS FAMILY INT LTD
Mailing Address: , 300 S FLORES ST, SAN ANTONIO, TX 78204-1106

Property

Appraised Value: \$3,657,050.00

<http://www.bcad.org/Map/View/Map/1/101963/2015>

powered by:
PropertyACCESS
www.trueautomation.com

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

Bexar CAD

Property Search Results > 101963 NICOLAS FAMILY INT LTD for Year 2015

Property

Account

Property ID: 101963 Legal Description: NCB 173 BLK LOT 6A, 7A, 8A, 9A & 10A
 Geographic ID: 00173-000-0030 Agent Code: 60585
 Type: Real
 Property Use Code: 098
 Property Use Description: TRANSITIONAL USE

Location

Address: 308 S FLORES ST Mapsco: 616E6
 SAN ANTONIO, TX 78204
 Neighborhood: NBHD code10030 Map ID:
 Neighborhood CD: 10030

Owner

Name: NICOLAS FAMILY INT LTD Owner ID: 71106
 Mailing Address: 300 S FLORES ST % Ownership: 100.0000000000%
 SAN ANTONIO, TX 78204-1106
 Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$100	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$3,656,950	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$3,657,050	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$3,657,050	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$3,657,050	

Taxing Jurisdiction

Owner: NICOLAS FAMILY INT LTD
 % Ownership: 100.0000000000%
 Total Value: \$3,657,050

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	\$3,657,050	\$3,657,050	\$1,121.95
08	SA RIVER AUTH	0.017500	\$3,657,050	\$3,657,050	\$639.98

09	ALAMO COM COLLEGE	0.149150	\$3,657,050	\$3,657,050	\$5,454.49
10	UNIV HEALTH SYSTEM	0.276235	\$3,657,050	\$3,657,050	\$10,102.05
11	BEXAR COUNTY	0.283821	\$3,657,050	\$3,657,050	\$10,379.47
21	CITY OF SAN ANTONIO	0.565690	\$3,657,050	\$3,657,050	\$20,687.57
57	SAN ANTONIO ISD	1.382600	\$3,657,050	\$3,657,050	\$50,562.37
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$3,657,050	\$3,657,050	\$0.00
Total Tax Rate:		2.705675			

Taxes w/Current Exemptions: \$98,947.88
 Taxes w/o Exemptions: \$98,947.89

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** 54243.0 sqft **Value:** \$40

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - A	MA	1953	21741.0
400	OFFICE	C - A	MA	1953	32342.0
320	STORAGE WAREHOUSE	C - F	CB	1953	160.0

Improvement #2: Commercial **State Code:** F1 **Living Area:** 27804.0 sqft **Value:** \$10

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - A	CB	1925	17120.0
400	OFFICE	C - A	MA	1925	10558.0
400	OFFICE	C - A	MA	1925	126.0

Improvement #3: Commercial **State Code:** F1 **Living Area:** 4246.0 sqft **Value:** \$10

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - A	MA	1953	4246.0

Improvement #4: Commercial **State Code:** F1 **Living Area:** sqft **Value:** \$10

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	42965.0

Improvement #5: Commercial **State Code:** F1 **Living Area:** sqft **Value:** \$10

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
CON	Concrete	* - A		0	550.0

Improvement #6: Commercial **State Code:** F1 **Living Area:** 3600.0 sqft **Value:** \$10

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - A	BR	1955	2592.0
320	STORAGE WAREHOUSE	C - A	BR	1955	1008.0

Improvement #7: Commercial **State Code:** F1 **Living Area:** sqft **Value:** \$10

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OPP	Detached Open Porch	* - A		0	168.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	2.0988	91423.73	0.00	0.00	\$3,656,950	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	\$100	\$3,656,950	0	3,657,050	\$0	\$3,657,050
2014	\$100	\$3,199,830	0	3,199,930	\$0	\$3,199,930
2013	\$100	\$3,199,830	0	3,199,930	\$0	\$3,199,930
2012	\$100	\$2,742,710	0	2,742,810	\$0	\$2,742,810
2011	\$100	\$2,742,710	0	2,742,810	\$0	\$2,742,810
2010	\$100	\$765,760	0	765,860	\$0	\$765,860

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/9/2004	WD	Warranty Deed	BRY/DUN INVESTMENTS LTD	NICOLAS FAMILY INT LTD	10566	1933	0
2	5/25/1999	WD	Warranty Deed	KALLISON PROPERTIES	BRY/DUN INVESTMENTS LTD	7987	1284	0
3	5/25/1999	WD	Warranty Deed	KALLISON PROPERTIES	DUNCAN ART	7987	1268	

2015 data current as of Aug 24 2015 12:46AM.
 2014 and prior year data current as of Aug 15 2015 8:27AM
 For property information, contact (210) 242-2432 or (210) 224-8511 or email.
 For website information, contact (210) 242-2500.

Bexar CAD - Map of Property ID 101962 for Year 2015



Property Details

Account

Property ID: 101962
Geo ID: 00173-000-0020
Type: Real

Legal Description: NCB 173 BLK LOT 5A

Location

Situs Address: 304 S FLORES ST SAN ANTONIO, TX 78204

Neighborhood: NBHD code10030

Mapsco: 616E5

Jurisdictions: 57, 21, 09, CAD, 06, 08, 10, 11

Owner

Owner Name: NICOLAS FAMILY INTERESTS LTD
Mailing Address: % NICOLAS GUILLERMO, 1010 S FLORES ST, SAN ANTONIO, TX 78204-1519

Property

Appraised Value: \$2,062,260.00

<http://www.bcad.org/Map/View/Map/1/101962/2015>

powered by:
PropertyACCESS
www.trueautomation.com

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

Bexar CAD

Property Search Results > 101962 NICOLAS FAMILY INTERESTS LTD for Year 2015

Property

Account

Property ID: 101962 Legal Description: NCB 173 BLK LOT 5A
 Geographic ID: 00173-000-0020 Agent Code: 60585
 Type: Real
 Property Use Code: 0995
 Property Use Description: COMMERCIAL PARKING LOT

Location

Address: 304 S FLORES ST Mapsco: 616E5
 SAN ANTONIO, TX 78204
 Neighborhood: NBHD code10030 Map ID:
 Neighborhood CD: 10030

Owner

Name: NICOLAS FAMILY INTERESTS LTD Owner ID: 2826484
 Mailing Address: % NICOLAS GUILLERMO % Ownership: 100.0000000000%
 1010 S FLORES ST
 SAN ANTONIO, TX 78204-1519

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$1,000	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$2,061,260	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$2,062,260	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$2,062,260	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$2,062,260	

Taxing Jurisdiction

Owner: NICOLAS FAMILY INTERESTS LTD
 % Ownership: 100.0000000000%
 Total Value: \$2,062,260

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	\$2,062,260	\$2,062,260	\$632.68

08	SA RIVER AUTH	0.017500	\$2,062,260	\$2,062,260	\$360.90
09	ALAMO COM COLLEGE	0.149150	\$2,062,260	\$2,062,260	\$3,075.86
10	UNIV HEALTH SYSTEM	0.276235	\$2,062,260	\$2,062,260	\$5,696.68
11	BEXAR COUNTY	0.283821	\$2,062,260	\$2,062,260	\$5,853.12
21	CITY OF SAN ANTONIO	0.565690	\$2,062,260	\$2,062,260	\$11,666.00
57	SAN ANTONIO ISD	1.382600	\$2,062,260	\$2,062,260	\$28,512.80
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$2,062,260	\$2,062,260	\$0.00
Total Tax Rate:		2.705675			

Taxes w/Current Exemptions: \$55,798.04
 Taxes w/o Exemptions: \$55,798.05

Improvement / Building

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

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		0	44500.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	1.1830	51531.48	0.00	0.00	\$2,061,260	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	\$1,000	\$2,061,260	0	2,062,260	\$0	\$2,062,260
2014	\$100	\$1,803,600	0	1,803,700	\$0	\$1,803,700
2013	\$60,170	\$1,803,600	0	1,863,770	\$0	\$1,863,770
2012	\$54,980	\$1,545,940	0	1,600,920	\$0	\$1,600,920
2011	\$55,360	\$1,545,940	0	1,601,300	\$0	\$1,601,300
2010	\$30,000	\$1,813,910	0	1,843,910	\$0	\$1,843,910

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/11/2012	SWD	Special Warranty Deed	LAZ/LA II SAN ANTONIO LP	NICOLAS FAMILY INTERESTS LTD	15748	2346	20120203985
2	1/10/2008	SWD	Special Warranty Deed	CLASSIFIED PARKING SYSTEM ET	LAZ/LA II SAN ANTONIO LP	13304	2331	20080008421

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EXHIBIT F