

**FIRST AMENDMENT TO
THE CENTER CITY HOUSING INCENTIVE POLICY AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND
TOWNHOMES AT THE WITTE, LLC**

This FIRST AMENDMENT to the Center City Housing Incentive Policy Agreement (this "**First Amendment**") is entered into by and between the City of San Antonio ("**City**") and Townhomes at the Witte, LLC ("**Developer**") together referred to as "the Parties."

RECITALS

- A. City and Developer are parties to a certain Center City Housing Incentive Policy Agreement executed on or about May 30, 2014 (the "**Agreement**").
- B. City and Developer desire to amend the Agreement to decrease the number of multifamily rental units in the project.
- C. In accordance with Center City Housing Incentive Policy Agreement, the City Manager or her designee has the authority to amend this Agreement.
- D. All other provisions of the Agreement shall remain in full force and effect.

AMENDMENT

NOW THEREFORE, City and Developer hereby agree and amend as follows:

- 1. Definitions. All capitalized terms used in this Amendment without definition herein shall have the meanings assigned to such terms in the Agreement.
- 2. Amendment. The Parties hereby agree to amend the Agreement as follows:

Recitals

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately ONE MILLION SIX HUNDRED NINETY THREE THOUSAND THREE HUNDRED SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$1,693,307.54) in real property improvements, less land acquisition costs, within the boundaries of the TIRZ and City Council District 2; and

Article III (A)(1). Project Requirements

Investment. DEVELOPER shall invest approximately ONE MILLION SIX HUNDRED NINETY THREE THOUSAND THREE HUNDRED SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$1,693,307.54) (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;



investment amount will decrease from TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$2,700,000) to ONE MILLION SIX HUNDRED NINETY THREE THOUSAND THREE HUNDRED SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$1,693,307.54). Project will consist of the construction of nine for-rent housing units located at the Project Site (the "Project"). The total number of for-sale housing units in the project will decrease from thirteen (13) to nine (9) units and nine for-sale units will convert to rental units.

Article III (A)(2). Project Requirements

Construction. DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before **April 7, 2015** ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than **April 18, 2017** (the "Completion Date"), subject to Force Majeure as defined in this Agreement. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and City's receipt of correspondence from the general contractor for the Project certifying that construction has commenced. The Completion Date shall be determined by the issuance of the Certificate of Occupancy for the Project Site by City, not to be unreasonably held.

Article IV (A). Economic Development Program Incentives – 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 NINE (9) consecutive tax years throughout the remainder of the Term of this Agreement, CITY and TIRZ shall provide DEVELOPER, no later than forty-five (45) business days following submission of a tax invoice by DEVELOPER indicating full payment of all taxes owed by DEVELOPER on the Project, an annual grant for the Term of this Agreement in the cumulative amount of approximately, but not limited to, EIGHTY TWO THOUSAND FIVE HUNDRED FORTY DOLLARS AND EIGHTY TWO CENTS (**82,540.82**). The total Tax Reimbursement shall be reduced from ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED EIGHTY EIGHT DOLLARS AND 0 CENTS (\$139,488.00) to EIGHTY TWO THOUSAND FIVE HUNDRED FORTY DOLLARS AND EIGHTY TWO CENTS (**82,540.82**).

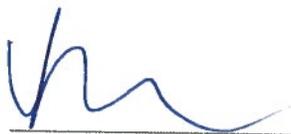
3. Effective Date. This Amendment shall be effective upon the Effective Date listed on the signature page.
4. No Other Changes. Except as specifically set forth in this Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement shall continue in full force and effect and with this Amendment shall be read and construed as one instrument.
5. Choice of Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Texas.



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

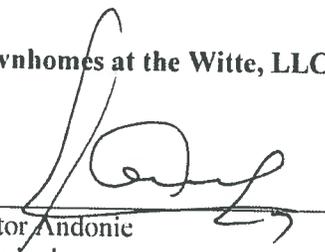
IN WITNESS HEREOF, the parties hereto have executed in duplicate originals this Amendment on the 20th day of DECEMBER 2018.

CITY OF SAN ANTONIO
A Texas Municipal Corporation



Lori Houston
Assistant City Manager

Townhomes at the Witte, LLC



Victor Andonie
Principal

Townhomes at the Witte, LLC

APPROVED AS TO FORM:



Assistant City Attorney

