

STATE OF TEXAS

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

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COUNTY OF BEXAR

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This Center City Housing Incentive Policy Agreement (hereinafter referred to as this "Agreement") is made and entered into by and among the City of San Antonio (the "CITY"), a municipal corporation of the State of Texas, acting by and through its City Manager or her designee acting by and through its Board of Directors and FARR BUILDERS, LLC. (hereinafter referred to as "DEVELOPER") and whom together may be referred to as the "Parties".

**RECITALS**

**WHEREAS**, DEVELOPER is engaged in an economic development project that will be located within the city limits of San Antonio that will consist of the construction of TEN (10) housing units to be located at 2335 Nopal Street, San Antonio, TX 78210 (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 SIX HUNDRED THOUSAND AND 0 CENTS (\$600,000.00) in real property improvements, less land acquisition costs, within the boundaries of the City Council District 3; and

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

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

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

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

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

## ARTICLE I. AGREEMENT PURPOSE

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

## ARTICLE II. AGREEMENT PERIOD

This Agreement shall commence upon the Effective Date listed on the signature page and shall terminate upon the earlier of: (A) December 31, 2026; (B) the full-payment of Incentives by CITY to DEVELOPER, as limited by this Agreement and subject to funding availability; or (C) termination of this Agreement as otherwise provided herein (the "Term").

## ARTICLE III. PROJECT REQUIREMENTS

### A. The Project.

1. Investment. DEVELOPER shall invest approximately SIX HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$600,000.00) (the "Minimum Investment") in an economic development project that will be located within the city limits of San Antonio that will consist of the construction of ten (10) rental housing units located at the Project Site (the "Project"). The Minimum Investment shall include expenditures in: land acquisition; design; base building construction costs; public improvement costs; taxes and insurance; administrative and financing costs; and DEVELOPER fees, as described in DEVELOPER's CCHIP Application, **Exhibit C**.

2. Construction. DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before August 30, 2014 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than January 30, 2015 (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 Site certifying that construction has commenced. The Completion Date shall be determined by the issuance of a Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld.

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

b. DEVELOPER shall comply with all applicable Federal, State and local laws

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

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

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

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 is providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, FORTY-EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY ONE DOLLARS AND 0 CENTS (\$48,471.00), 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 ten (10) consecutive tax years throughout the remainder of the Term of this Agreement, CITY 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 TWENTY THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS AND 0 CENTS (\$20,475.00).

- (a) The amount of the annual grant (the "Annual Incremental Property Tax Reimbursement") shall be equal to 66% 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, 2013 (the "Base Year") **Exhibit E**.
    - a. The "Initial Reimbursement Tax Year" shall be defined as the first tax year in which actual project completion occurs, for which reimbursement under this section can be sought.
    - b. The "Base Year" shall be defined as the immediately preceding tax year from the date of execution of this agreement.

(ii) RESERVED.

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

B. Fee Waivers. CITY is providing DEVELOPER with Fee Waivers in the cumulative amount of TWENTY-EIGHT THOUSAND THREE HUNDRED AND NINETY-TWO DOLLARS AND 0 CENTS (\$28,396.00). The cumulative amount represents both City fee waivers in the amount of THREE THOUSAND THIRTY-FOUR DOLLARS AND 0 CENTS (\$3,034.00) and SAWS fee waivers in an amount not to exceed TWENTY-FIVE THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS AND 0 CENTS (\$25,362.00). The Fee Waivers are administrative in nature and are effective as of the date they are issued as reflected in the attached Fee Waiver Transmittal, **Exhibit F**.

#### ARTICLE V. CITY OBLIGATIONS

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

B. The CITY 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 City by making disbursements from the Incentive Fund 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 City 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 any information that by law DEVELOPER is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require DEVELOPER to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of DEVELOPER. The rights to access the Records shall continue as long as the Records are retained by DEVELOPER. Failure to provide reasonable access to the Records to authorized CITY representatives shall be cause for CITY to provide notice of intent to suspend or terminate this Agreement as provided for herein, or any portion thereof, for reason of default. Notwithstanding Section A above, all Records shall be retained by DEVELOPER for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed.

#### **ARTICLE VII. MONITORING**

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

#### **ARTICLE VIII. DEFAULT/CURE PERIOD/SUSPENSION**

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

B. In the case of default for causes beyond DEVELOPER's reasonable control, which cannot with due diligence be cured within the Cure Period, CITY may, in its sole discretion, extend the Cure Period provided that DEVELOPER shall: (1) immediately upon receipt of Notice of Default advise

CITY of DEVELOPER's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

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

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

#### **ARTICLE IX. TERMINATION**

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

B. CITY shall have the right to terminate this Agreement for cause should DEVELOPER fail to perform under the terms and conditions herein, or should DEVELOPER fail to cure a default after receiving written notice of such default with sixty (60) days opportunity to cure. CITY may, upon issuance to DEVELOPER of written notice of termination (the "Notice of Termination"), terminate this Agreement for cause and withhold further payments to DEVELOPER. A Notice of Termination shall include: (1) the reasons for such termination; and (2) the effective date of such Termination.

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

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

1. By the CITY (with the consent of DEVELOPER) in which case the two parties shall agree upon the termination conditions, including the repayment of funds and the effective date of termination; or
2. By the DEVELOPER upon written notification to CITY, setting forth the reasons of such termination, a proposed pay-back plan of all funds disbursed, and the proposed effective date of such termination.

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

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

## ARTICLE X. NOTICE

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

If intended for CITY, to:

City of San Antonio  
Attn: Director  
Center City Development Office  
P.O. Box 839966  
San Antonio, TX 78283-3966

If intended for DEVELOPER, to:

Farr Builders, LLC  
3401 S. Gevers, Suite 1  
San Antonio, TX 78210

## ARTICLE XI. SPECIAL CONDITIONS AND TERMS

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

shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of such violation notice until paid.

## **ARTICLE XII. CONFLICT OF INTEREST**

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

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

## **ARTICLE XIII. NONDISCRIMINATION AND SECTARIAN ACTIVITY**

A. As a condition of entering into this Agreement, DEVELOPER represents and warrants that it will comply with the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance 2010-06-17-0531. As part of such compliance, DEVELOPER shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers funded in whole or in part with funds made available under this Agreement, nor shall DEVELOPER retaliate against any person for reporting instances of such discrimination. DEVELOPER shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's relevant marketplace. DEVELOPER understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of DEVELOPER from participating in City contracts, or other sanctions

as provided by applicable law. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

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

#### **ARTICLE XIV. LEGAL AUTHORITY**

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

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

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

#### **ARTICLE XV. LITIGATION AND CLAIMS**

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

relationships.

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

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

#### **ARTICLE XVI. ATTORNEY'S FEES**

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

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

#### **ARTICLE XVII. CHANGES AND AMENDMENTS**

A. Except as provided below, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by all Parties to this Agreement. Any amendments to this Agreement which are not in accordance with the CCHIP Policy must be approved by CITY ordinance.

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

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

#### **ARTICLE 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, the CITY 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 under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

#### **ARTICLE XXI. ASSIGNMENT**

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

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

**ARTICLE XXII. ORAL AND WRITTEN AGREEMENTS**

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

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

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

**ARTICLE XXIV. INCORPORATION OF EXHIBITS**

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

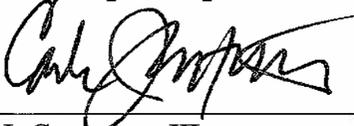
Exhibit A	Legal Description of Property
Exhibit B	Center City Housing Incentive Policy
Exhibit C	Developer's CCHIP Application
Exhibit D	CCHIP Agreement Term Sheet
Exhibit E	Evidence of Base Year Ad Valorem Property Taxes
Exhibit F	Fee Waiver Transmittal

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

WITNESS OUR HANDS, EFFECTIVE as of June 6, 2014  
(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



\_\_\_\_\_  
Carlos J. Contreras, III  
Assistant City Manager

**DEVELOPER:**  
**FARR BUILDERS, LLC**

By:   
\_\_\_\_\_  
NAME: *Adrian S Garcia*  
TITLE: *Project Manager*

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT A

Legal Description of Nopal Street Villas

Property ID: 153317

Legal Description: NCB 3843, BLK 2, Lot 18 thru 24

2335 Nopal St

San Antonio, TX 78210

**Bexar CAD**

**Property Search Results > 153317 FARR BUILDERS LLC for Year 2014**

**Property**

**Account**

Property ID: 153317      Legal Description: NCB 3843 BLK 2 LOT 18 THRU 24  
 Geographic ID: 03843-002-0182      Agent Code:  
 Type: Real  
 Property Use Code: 001  
 Property Use Description: Single Family

**Location**

Address: 2335 NOPAL ST      Mapsco: 651C3  
 SAN ANTONIO, TX 78210  
 Neighborhood: HIGHLAND PARK EST.      Map ID:  
 Neighborhood CD: 57076

**Owner**

Name: FARR BUILDERS LLC      Owner ID: 2756574  
 Mailing Address: 3401 S GEVERS ST STE 1      % Ownership: 100.0000000000%  
 SAN ANTONIO, TX 78210-5448

Exemptions:

**Values**

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$21,930	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$21,930	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$21,930	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$21,930	

**Taxing Jurisdiction**

Owner: FARR BUILDERS LLC  
 % Ownership: 100.0000000000%  
 Total Value: \$21,930

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	\$21,930	\$21,930	\$6.73
08	SA RIVER AUTH	0.017798	\$21,930	\$21,930	\$3.90
09	ALAMO COM COLLEGE	0.149150	\$21,930	\$21,930	\$32.70
10	UNIV HEALTH SYSTEM	0.276235	\$21,930	\$21,930	\$60.58
11	BEXAR COUNTY	0.296187	\$21,930	\$21,930	\$64.96
21	CITY OF SAN ANTONIO	0.565690	\$21,930	\$21,930	\$124.05
57	SAN ANTONIO ISD	1.357600	\$21,930	\$21,930	\$297.72
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$21,930	\$21,930	\$0.00

**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 and 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  $\frac{1}{4}$  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**

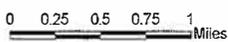
The legal documents used to officiate this policy include the CCHIP Application and the CCHIP Incentive Agreement as described in Exhibits D and E. The City Attorney's Office, in conjunction with the City Manager or her designee, may negotiate additional terms of the agreement as long as those terms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



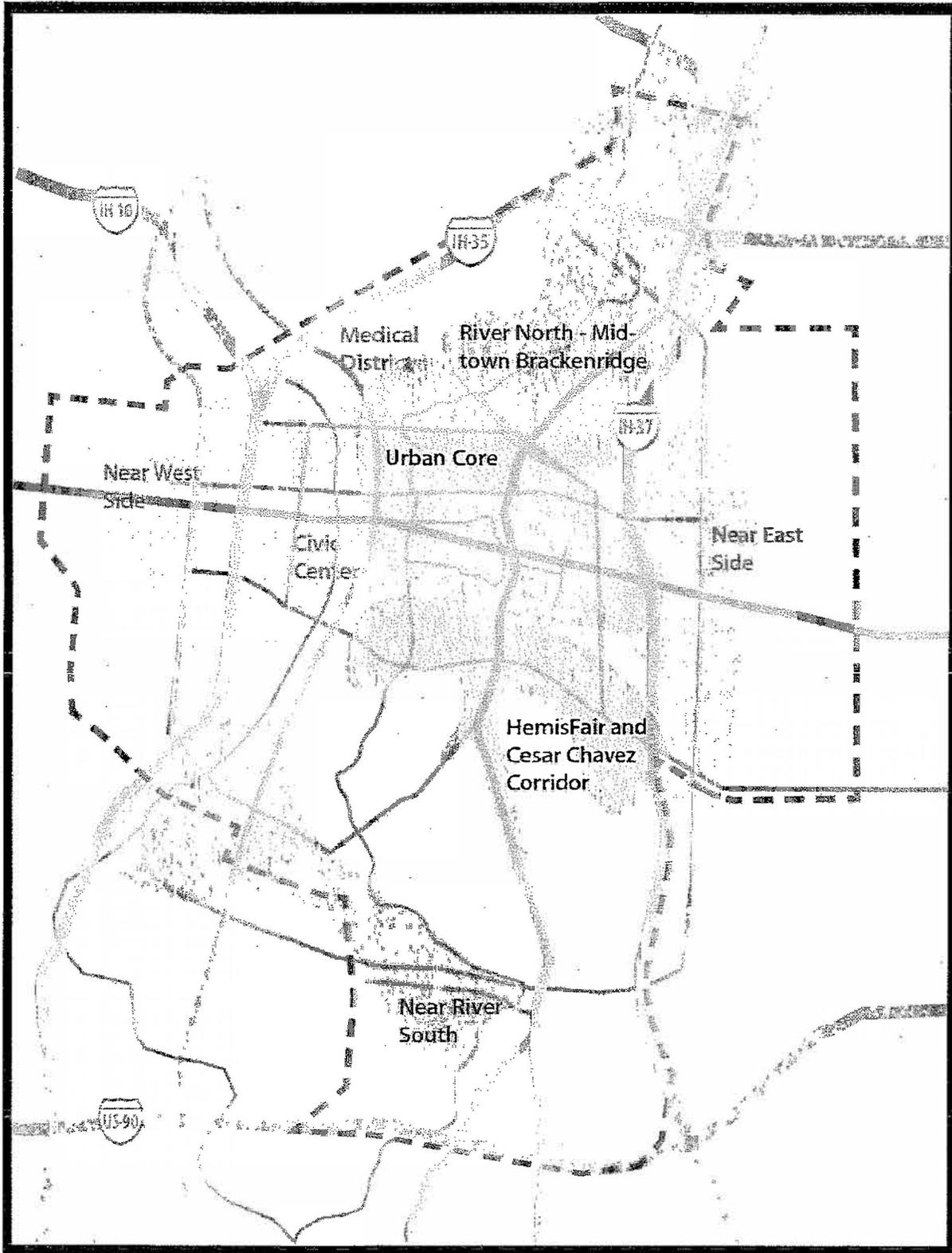
# Community Revitalization Action Group (CRAG) Area (Original 36 Sq. Mi.)

Data Source: City of San Antonio Enterprise GIS, Shape Admin 01, Base Appraisal District  
 The information on this map is derived from the City of San Antonio Enterprise GIS, Shape Admin 01, Base Appraisal District  
 and is provided for informational purposes only. The City of San Antonio does not warrant the accuracy or completeness of the information.  
 No portion of this map may be reproduced without the written permission of the City of San Antonio.  
 City of San Antonio, 1000 N. Nueces St., San Antonio, TX 78202  
 2017 CRAG, 100017.gdb

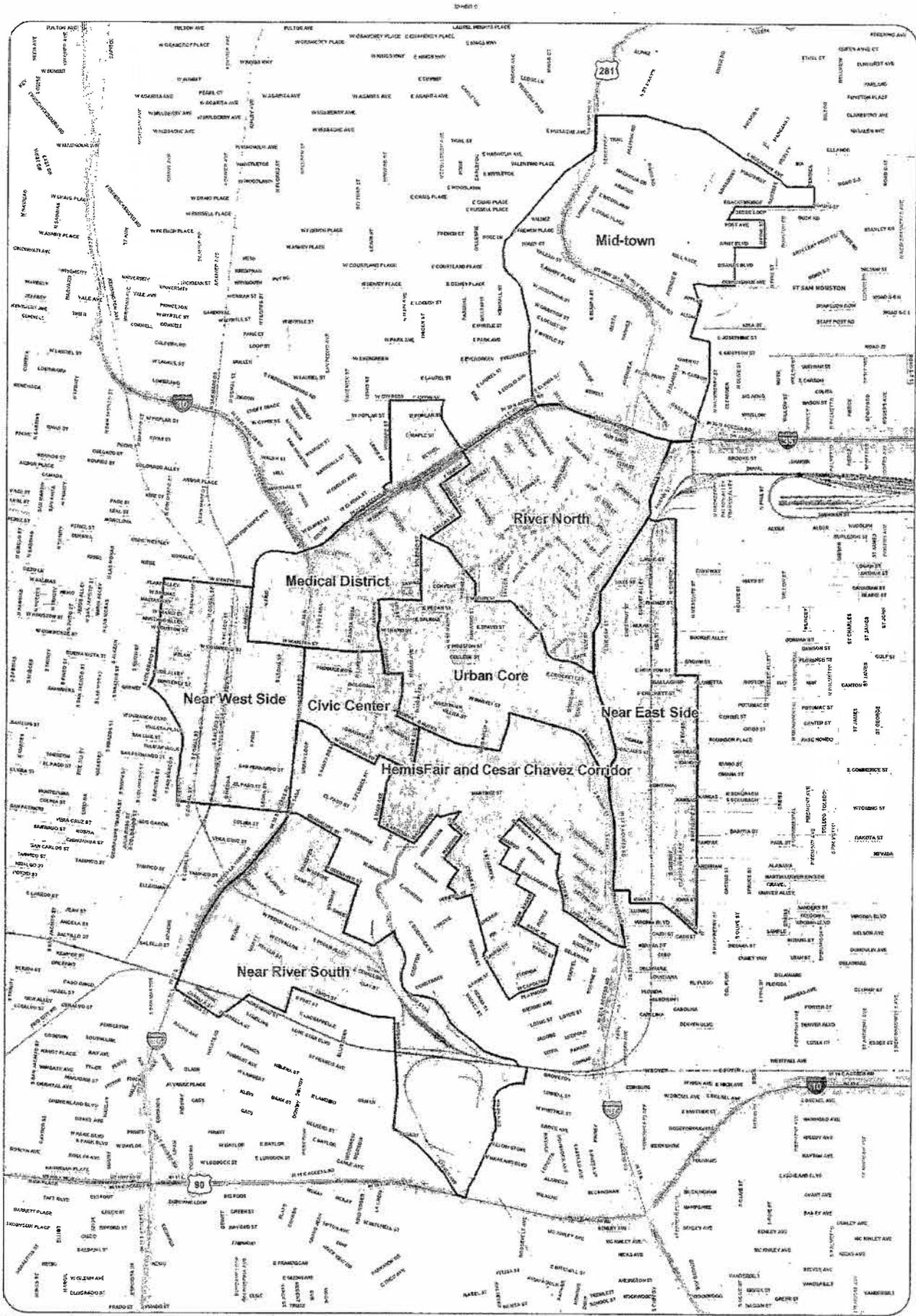
City of San Antonio



City of San Antonio  
 Planning and Development  
 Services Department  
 Development and Business  
 Services Center  
 300 S. Alamo  
 San Antonio, TX 78202



**DOWNTOWN STRATEGIC FRAMEWORK PLAN  
TARGET GROWTH AREAS**



Tier 1    Tier 2    Tier 3    Tier 4

**City of San Antonio**  
Target Growth Areas and Incentive Tiers



**Legend**  
 Tier 1: [Symbol] Tier 2: [Symbol] Tier 3: [Symbol] Tier 4: [Symbol]  
 Target Growth Area: [Symbol]  
 Major Road: [Symbol]  
 Interstate: [Symbol]  
 City Boundary: [Symbol]  
 Water: [Symbol]  
 Rail: [Symbol]  
 Airport: [Symbol]  
 University: [Symbol]  
 Hospital: [Symbol]  
 City of San Antonio  
 2015

# Street Boundaries for Housing Growth Areas

## Tier 1

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### **Urban Core**

The area bounded by Navarro St. from Soledad St., southeast to E. Martin St. continuing southeast along 3<sup>rd</sup> 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

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### **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**

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**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 3<sup>rd</sup> St., north and west along 3<sup>rd</sup> 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**

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**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



# Center City Housing Incentive Program (CCHIP) Application

## Applicant Information

Name: Adrian Steven Garcia Title: Development Manager  
 Company: FARR Builders, LLC  
 Project Role: Create Single Family Home Living Environment  
 Address, City, ST, ZIP: 3401 S. Gevers Suite 1, San Antonio, Texas 78210  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## Project Information

Project Owner / Developer: FARR Builders, LLC- Adrian E. Garcia  
 Other Associated Entities and Roles: \_\_\_\_\_

Project Name: Nopal Street Villas

Project Site Address: 2335 Nopal St.

Start Date: 08/2014 Completion Date: 01/2015

Cost of public improvements: \$ 0.00

Estimated total project cost: \$ 600,000.00 (including public improvements)

Housing units created: 10  Rentals  For Sale *(Total acreage .5854)*

Housing units per acre: 20.40

Target rental price per square foot: \$ 0.95 / Target sales price per square foot: \$ \_\_\_\_\_

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

Site Information

City Council District #: 3 Current Zoning: R-4

Bexar County Appraisal District Information ([www.bcad.org](http://www.bcad.org))

Property ID#: 153317 Acreage: .5854

Current Value: Land: \$ 21,930.00 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: \$ 12,681.00 (must obtain written estimate from SAWS)

Projected time to install water/sewer services: (season and year) Six Weeks

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](mailto:brian.rodriguez@saws.org))
- Project Proforma



SAN ANTONIO WATER SYSTEM  
 P. O. Box 2449  
 San Antonio, TX 78298

**Not an  
 Invoice**

**SERVICE COST ESTIMATE**

Date 4/21/2014 Applicant \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Type of Business \_\_\_\_\_

Service Address 2335 Nopal Lot Number \_\_\_\_\_ Block No. \_\_\_\_\_

Map No. \_\_\_\_\_ ICL/OCL \_\_\_\_\_

Service Level \_\_\_\_\_ Plat # \_\_\_\_\_

	Service 1	Service 2	Service 3
	Size <u>5/8" Meter</u>	Size _____	Size _____
3,123 X 5	Water Impact Fees <u>15,615.00</u>	_____	_____
1,104 X 5	Wastewater Impact Fees <u>5,520.00</u>	_____	_____
	(If Applicable)		
	Service Line Fees _____	_____	_____
	Lateral Fees _____	_____	_____
	Additional Fees _____	_____	_____
	(Local Benefit, ProRata, Fire Flow, etc)		
	\$ <u>21,135.00</u>	\$ _____	\$ _____
	<b>Total Service Cost Estimate</b>	<b>\$ <u>21,135.00</u></b>	

Remarks: \_\_\_\_\_

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

Amanda D. Casillas-Gallegos  
 Counter Services Division  
 Phone: 210 233-3471

# nopal villas

1    **Size:**                                    .5854 acre                                    25,500 sq ft  
       **Dimensions:**                      Front- 170 ft                                Depth- 150 ft  
       **Cross Streets:**                    Nopal Street and Fair Avenue

2	<u>Unit Type</u>	<u># of Units</u>	<u>Unit sq ft</u>	<u>Unit Config</u>	<u>Total Sq Ft</u>
	A	6	756	2 Bedroom, 1 Bath	4,536
	B	4	1012	3 Bedroom, 2 Bath	4,048
					<b>8,584</b>

3    **Services included in rent:**                                    Parking, Common Area, Gated, Landscaping, Trash Pick Up

4	(a)	Land Development Costs	Parking	\$
			Site Concrete	\$
			Landscaping	\$
			Impact Fees	\$
			Meters Tap	\$
			Sewer Taps	\$
				\$

	(b)	Structure Costs	Foundation	\$
			Framing Mat and Lab	\$
			Plumbing	\$
			Electrical	\$
			A/C	\$
			Windows and Doors	\$
			Roofing Mat and Lab	\$
			Int Trim Mat and Lab	\$
			Ext Paint Mat and Lab	\$
			Int Paint Mat and Lab	\$
			Drywall	\$
			Insulation	\$
			Tub Enclosures	\$
			Cabinets	\$
			Counter Tops	\$
			Vanities	\$
			Flooring	\$
			Hardware	\$
				\$

**Project Total**

\$85,100



[DSD Home](#)

**PLAN FEE ESTIMATOR**

Commercial/Residential: **COMMER**

Type of Work: **NEW**

Tree Affidavit Option: **A1**

# of Acres: **.5854**

Valuation: **600000**

Tree Option:	Description:
A1	Has no Protected, Significant, Heritage, or Historic trees
A2	Has protected trees, but this work will in no way cause damage to or the destruction of said trees
A3	Exempt/Vested from the 1997 Tree Preservation Ordinance
A4	Has Protected, Significant, Heritage or Historic trees that will be removed
PAID	Preservation fees paid and a previous plan has been approved for this site.

*Note: Although every attempt is made to ensure the accuracy of these calculations, they should be used as estimates only. For estimates on multiple commercial buildings, please call 207-0143.*

**Minimum Fees Due at Time of Submission:**

**Minimum Fees Due for Permit Issuance:**

Fee Type	Fee Amount
PLAN REVIEW FEE	\$1,018.40
TREE CANOPY - COMMERCIAL	\$25.00
AFFIDAVIT FEE COMMER TREE PRESERV	\$75.00
TECH SURCHARGE	\$30.55
DEV SVC SURCHARGE	\$30.55
<b>TOTAL:</b>	<b>\$1,179.50</b>

Fee Type	Fee Amount
PERMIT FEE BUILDING	\$1,610.00
LANDSCAPE FEE	\$139.52
TECH SURCHARGE	\$52.49
DEV SVC SURCHARGE	\$52.49
<b>TOTAL:</b>	<b>\$1,854.50</b>

# CCHIP INCENTIVE ESTIMATOR

Project Input	
<b>Location</b>	
Incentive Tier	NONE
Located in a TIRZ	NO
TIRZ Participation Level	
<b>Type</b>	
Brownfield or Adaptive Reuse	NO
Project Categories Met	NONE
<b>Details</b>	
Base Value	21,930
Projected End Value	600,000
Number of Housing Units	10
Office Space (SF)	0
Retail Space (SF)	0
Structured Parking	NO
LID	NO

## INCENTIVE CALCULATION

<b>City Fee Waiver</b>	\$		User Entry
<b>SAWS Fee Waiver</b>	\$		User Entry
<b>Tax Reimbursement Grant</b>	\$	20,475	
<b>ICIF Loan</b>	\$	-	
<b>ICIF Loan Bonus</b>	\$	-	
<b>Mixed Use Loan</b>	\$	-	
<b>TOTAL CCHIP INCENTIVES</b>	\$		

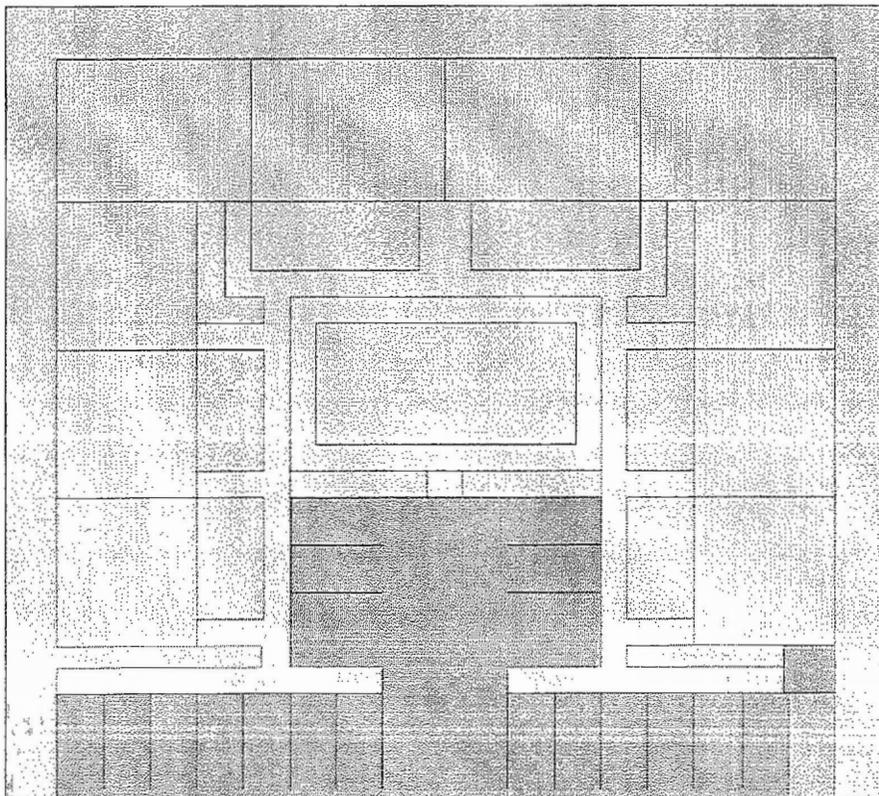
Applicable Tax Rate	
Applicable Tax Rebate Term	1

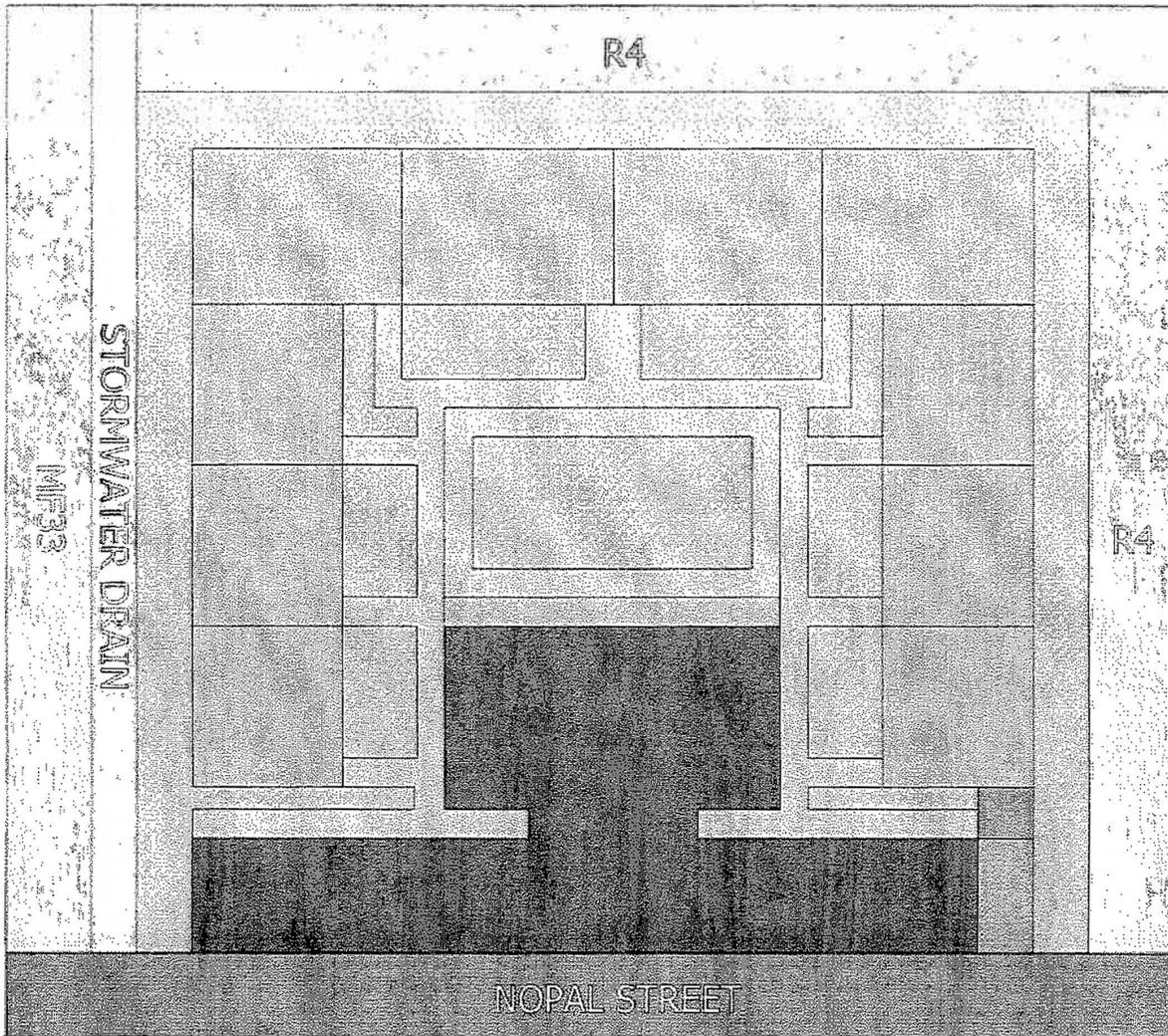
# nopal villas

Nopal Street Villas is a new Multi-Family Community being brought to the Highland Park Neighborhood in the Southeast corridor of San Antonio. The complex is conveniently located at the intersection of Fair Ave and Nopal Street, near the new McCreless Shopping Center, Medical Clinics, access to I-10 and I-37 (within 3 minutes), city transportation routes, and is within SAISD.

## Property Features

- ◆ 4 units—3 Br/2Ba (1012 sq. ft.)
- ◆ 6 units—2 Br/1Ba (756 sq. ft.)
- ◆ Central A/C & Heat
- ◆ Fully equipped with Washer/Dryer, Stove/Oven, Refrigerator
- ◆ Each Unit has Front & Back Yard Areas
- ◆ Lighted Common Area Includes Playground, Barbecue Pits, and Picnic Tables
- ◆ Granite Trail Surrounds Common Area





nopal | street  
villas

# nopal villas

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FARR Builders LLC is a San Antonio-based construction & development company that will offer an innovative housing community in the Highland Park neighborhood. Nopal Street Villas (NSV) will be unlike any other development in Southeast San Antonio.

Nopal Street Villas will help *elevate two major problems* in SE San Antonio's neighborhoods:

1. NSV is the ideal option to eliminate "infill" properties that plague our city neighborhoods. These sites are typically infested with overgrown vegetation, discarded refuse, and are eyesores for the surrounding community. These residential communities are the answer for development of small, overlooked properties.
2. Our product will allow an alternative housing option for the residents of Southeast San Antonio. Unlike cookie-cutter apartment complexes, NSV will offer deserving families the opportunity to live in a private community with unrivaled comfort and amenities.

## Mission

FARR Builders LLC plans to provide a high-quality rental community in the ever-growing sector of SE San Antonio. Nopal Street Villas housing community will offer state of the art living conditions reflective of the rapid advancements in technology and the growing need for quality housing. Each home will be equipped with the needed technologies for today's fast paced lifestyle. Units will be internet-ready, cable-ready, telephone-ready, and will have central air & heat.

Our company is driven to provide our tenants with a worry-free environment in which they can fully enjoy all the benefits of a safe, attractive, and inviting atmosphere. Unlike other developers, who are solely driven by profits, we at FARR Builders LLC are driven by the desire to help deserving families by making available an opportunity to live in an environment that otherwise would not be accessible. Tenant safety and well-being are our main goals.

## The Market

Nopal Street Villas plans on providing the residents of SE San Antonio with an exclusive housing option with unmatched comfort and amenities. Southeast San Antonio is a continually growing area with new retail centers and restaurants sprouting up regularly. NSV is located conveniently near many schools, restaurants, McCreless Plaza, and minutes from City Base.

# nopal| villas

## **Market Needs**

Growing families in our community deserve a quiet and safe atmosphere that allows for a quality upbringing of their children. They need a complex that separates them from the noisy, dirty inconvenience of average apartment living. These properties will allow for home-style atmosphere that is contradictory of the usual gang and drug infiltrated apartments that once were their only option. Our local residents deserve the quality, convenience, service, safety, comfort, and technological amenities that can only be found at Nopal Street Villas.

## **Management Team**

FARR Builders LLC will manage each property and provide unmatched customer service. Roland Garcia, Daniel Garcia, & Steven Garcia have over 30 years combined experience of property development and property management.

Adrian Garcia and the FARR Builders LLC team have managed a successful construction and development business for over 30 years, based in San Antonio. FARR Builders LLC has had a positive, growing reputation in the commercial and residential construction/development industry in San Antonio and all of South Texas.



**FARR BUILDERS, LLC**

CONSTRUCTION SERVICES

8(a) Certified Firm

**FARR Builders, LLC** Phone: 210.532.4922  
3401 S. Gevers, Ste.1 Fax: 210.251.3128  
San Antonio, TX 78210 [www.farrbuildersllc.com](http://www.farrbuildersllc.com)

**Contacts:** *Adrian Garcia, President*  
*Roland Garcia, VP Operations*  
*Daniel Garcia, VP Business Dev.*

FARR Builders LLC is a minority-owned, small disadvantaged business. FARR Builders LLC is San Antonio-based General Contractor, which self-performs many services and trades.

**Services**

General Contracting  
Construction Management  
Land Development  
Design/Build  
Pre-Construction Services  
Rehabilitation/Remodel  
Historical Renovation  
Green Building  
Interior Finish-outs  
Interior/Exterior Renovation

**Trades (Self-performed)**

Sitework/Excavation  
Demolition  
Framing  
Fencing  
Playscapes  
Concrete Services (Foundations, Sidewalks, Curbs, Specialty)  
Asphalt Repair & Maintenance  
Painting  
HVAC  
Site Infrastructure

**NAICS Codes**

236115- New Single Family Construction	236116- New Multi-family Housing Const.
236117- New Housing Operative Builders	236118- Residential Remodelers
236210- Industrial building Construction	236220- Comm. and Inst. Building Const
237110- Water & Sewer Line/ Rel. Structures	237210- Land Subdivision
238110- Poured Concrete/Structure Cont.	238120- Struc. Steel/Precast Concrete Const.
238130- Framing Contractors	238160- Roofing Contractors
238190- Other Bldg. Ext. Contractors	238210- Electrical Cont./Wiring Installation
238310- Drywall and Insulation Cont.	238320- Paint/Wall Covering Cont.
238330- Flooring Contractor	238350- Finish Carpentry Contractors
238390- Other Bldg. Finishing Cont.	238910- Site Preparation Contractors
238990- All Other Specialty Trade Const	237130- Power & Comm Line Construction
237310- Highway, Street, Bridge Const	237990- Other Heavy and Civil Eng Const
238140- Masonry Contractors	238150- Glass and Glazing Contractors
238220- Plumbing, Heating, AC Contractors	238340- Tile & Terrazzo Contractors

**GSA Schedule Holder:** N/A

**SAM.GOV/Dynamic Small Business Search:** Pro-Net Registered

**ORCA:** Registered

**CAGE CODE:** 5DZL9

**DUNS #:** 194939328

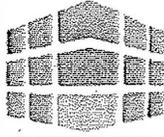
**Accept Government Purchase Card:** YES

**Federal Certifications:**

**SBA Certified 8(a) Contractor, 03/04/2010 – 03/04/2019**

**Non-Federal Certifications:**

State of Texas HUB  
SDB MBE SBE



**FARR BUILDERS, LLC**

CONSTRUCTION SERVICES

8(a) Certified Firm

**Bonding**

Per Project:

Aggregate:

**Key Federal Contracts**

**Renovate Bldg 5570 (Design-Build, Phase I)**

Lackland AFB

Complete (Oct 2012)

**Renovate Bldg 5570 (Design-Build, Phase II)**

Lackland AFB

Complete (Oct 2012)

**Renovate Bldg 100 (Design-Build, Interior)**

Lackland AFB C

**Repair Athletic Fields (Design-Build)**

Randolph AFB

Complete (June 2012)

**Refinish Basketball/Tennis Courts**

Lackland AFB

Complete (March 2012)           \$

**Paint FSH Museum**

Fort Sam Houston

Complete (Jan 2012)

**Renovate NCO Auditorium**

Lackland AFB

Complete (Jan 2012)

**Renovate & Repair Building 2081 (Design-Build)**

Lackland AFB

**Construct Sport Courts @ Building 2086 (Design-Build)**

Lackland AFB

Complete (July 2011)

**Repair Existing Grounds @ Building 861**

Randolph AFB

Complete (April 2011)

**Current IDIQ Contracts**

**SABER IDIQ**

Goodfellow AFB

Ongoing                   **\$4,000,000**

**SABER IDIQ**

Fort Sam Houston

Ongoing                   **\$4,000,000**



**SAN ANTONIO WATER SYSTEM**  
 P. O. Box 2449  
 San Antonio, TX 78298

**Not an  
 Invoice**

**SERVICE COST ESTIMATE**

Date 4/21/2014 Applicant \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Type of Business \_\_\_\_\_

Service Address 2335 Nopal Lot Number \_\_\_\_\_ Block No. \_\_\_\_\_

Map No. \_\_\_\_\_ ICL/OCL \_\_\_\_\_

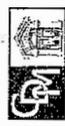
Service Level \_\_\_\_\_ Plat # \_\_\_\_\_

	Service 1	Service 2	Service 3
	Size <u>5/8" Meter</u>	Size _____	Size _____
3,123 X 5	Water Impact Fees <u>15,615.00</u>	_____	_____
1,104 X 5	Wastewater Impact Fees <u>5,520.00</u>	_____	_____
	(If Applicable)		
	Service Line Fees _____	_____	_____
	Lateral Fees _____	_____	_____
	Additional Fees _____	_____	_____
	(Local Benefit, ProRata, Fire Flow, etc)		
	\$ <u>21,135.00</u>	\$ _____	\$ _____
	<b>Total Service Cost Estimate</b>	<b>\$ <u>21,135.00</u></b>	

Remarks: \_\_\_\_\_

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

Amanda D. Casillas-Gallegos  
 Counter Services Division  
 Phone: 210 233-3471



1800 West Loop West, Suite 200  
Houston, Texas 77056  
Tel: 713.865.1234  
Fax: 713.865.1235  
www.gpm.com

AS-101  
INCORPORATED

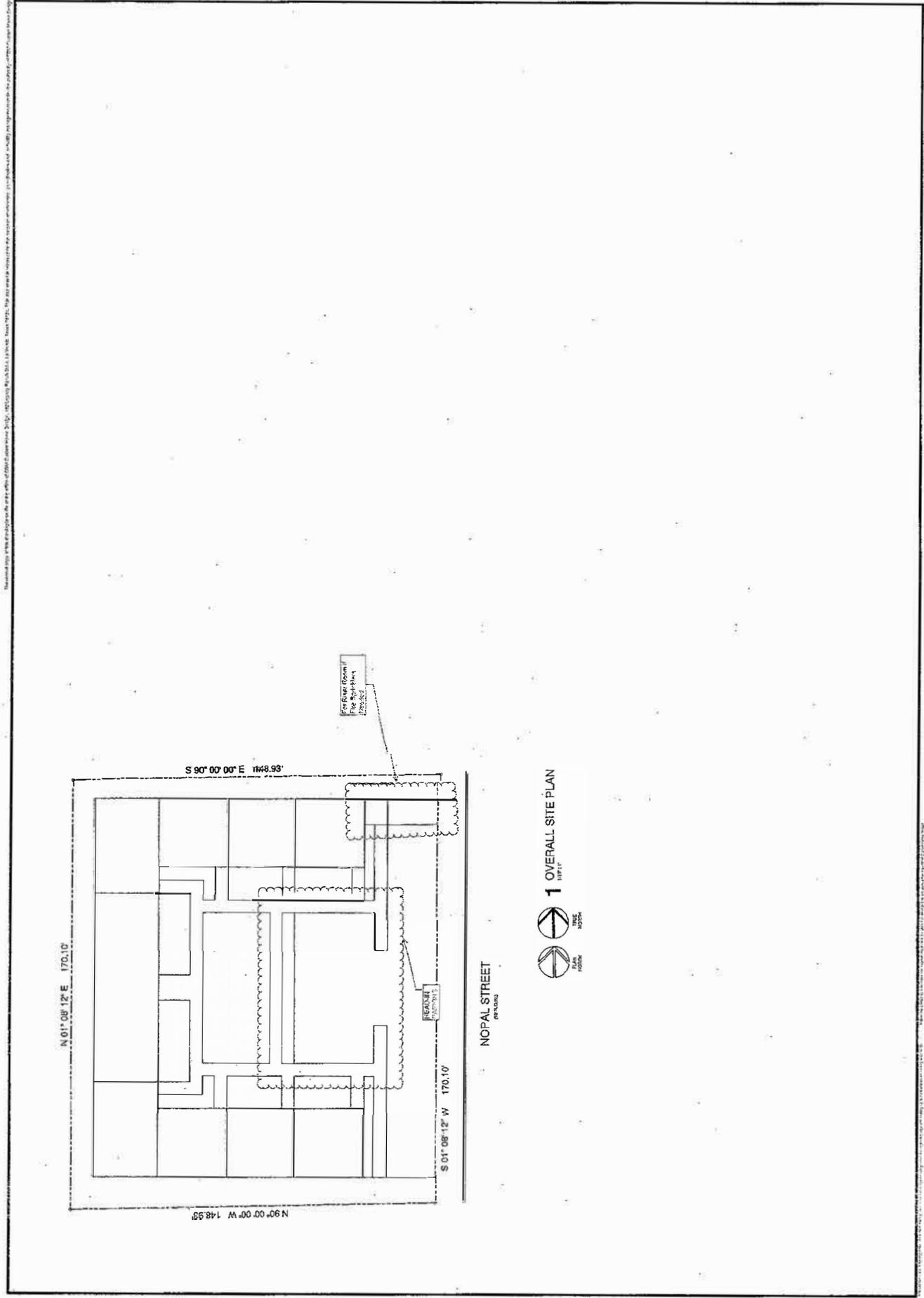
# NOPAL STREET VILLAS

2335 NOPAL STREET  
SAN ANTONIO, TEXAS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT No. 1000

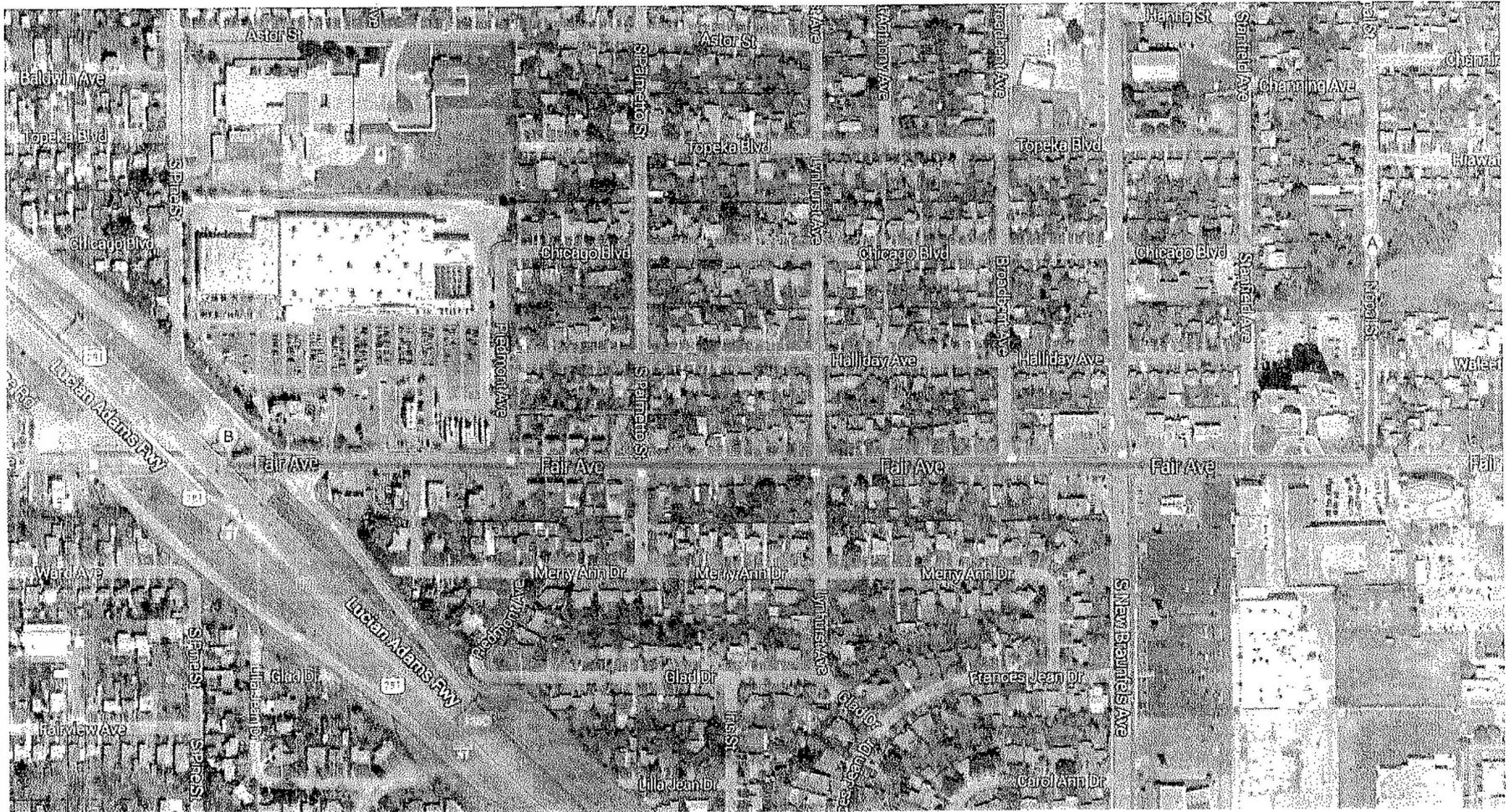


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# nopal|street villas

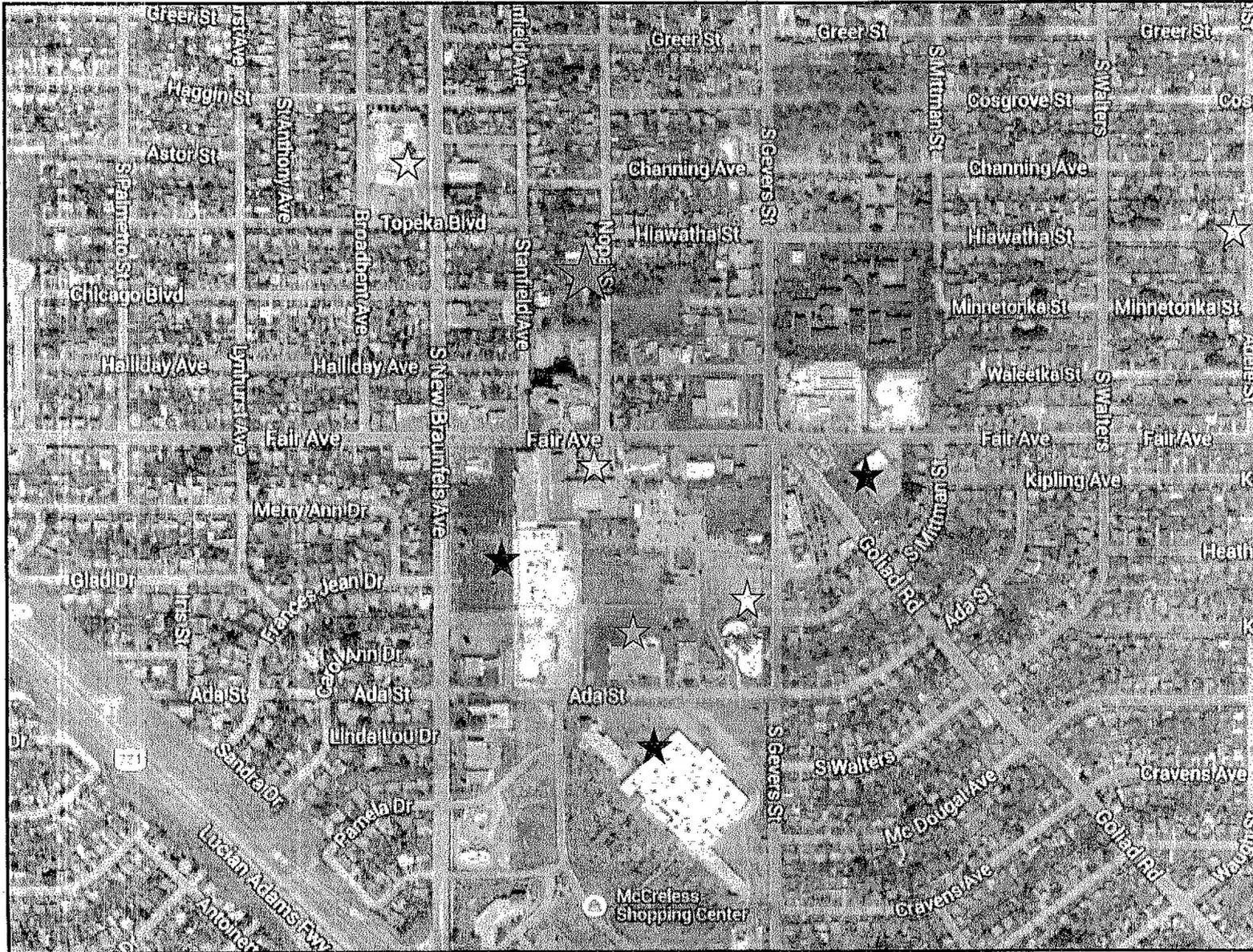
Major Highway Access

Interstate 37 0.7 mi



# nopal|street villas

## Nearby Amenities



**nopal|**  
villas

**Education:**  
 St. Margaret Mary's 0.1 mi  
 Steele Elementary 0.5 mi  
 Highlands High School 1.2 mi

**Medical:**  
 University Family Health Center 0.5 mi

**Library:**  
 McCreless Library 0.5 mi

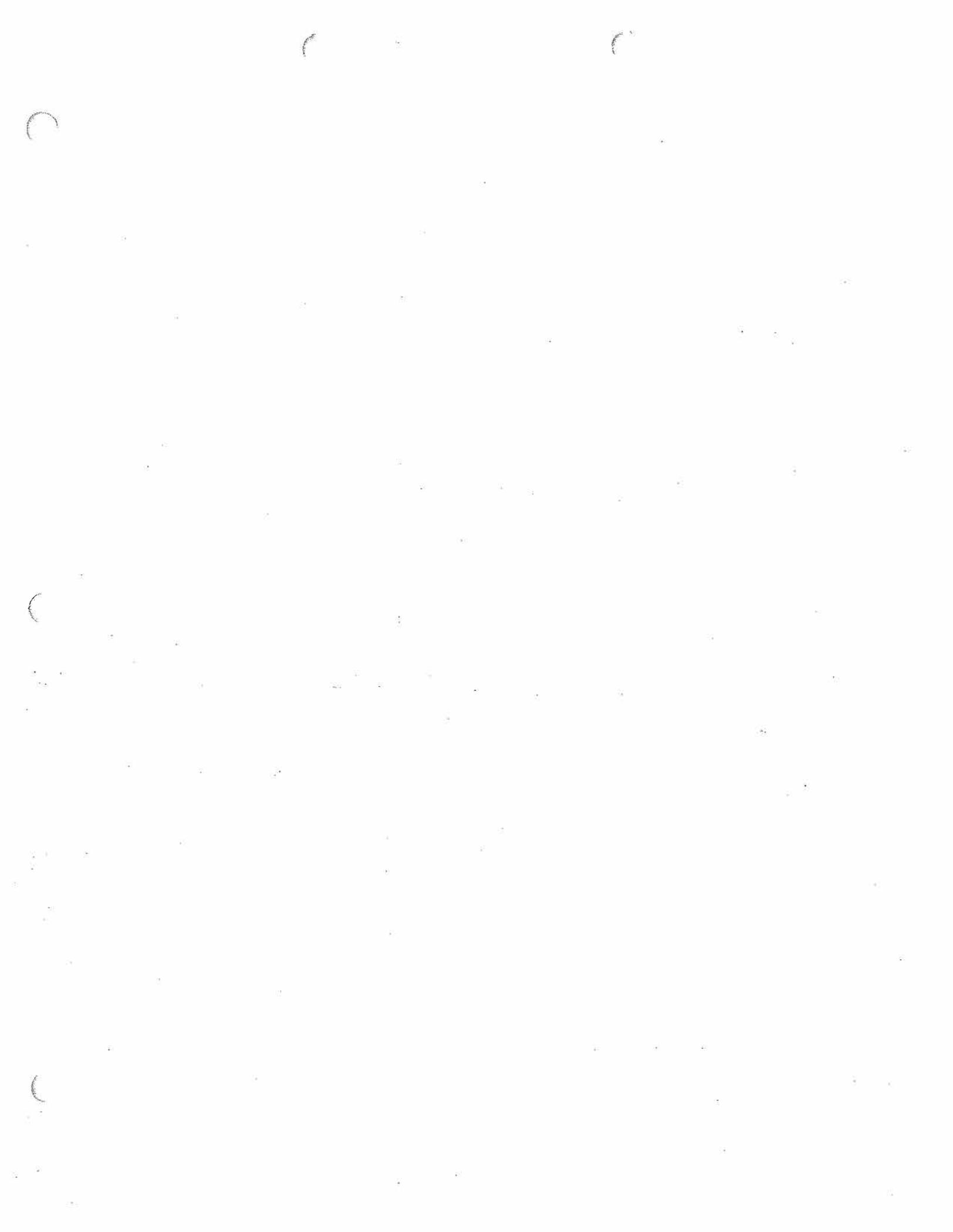
**Shopping:**  
 McCreless Shopping Center 0.5 mi  
 S. New Braunfels Shopping Center 0.3 mi

# nopal | crescent villas

2335 Nopal St  
San Antonio, Texas 78210



**FARR BUILDERS, LLC**  
CONSTRUCTION SERVICES





**FARR BUILDERS, LLC**  
CONSTRUCTION SERVICES

8(a) Certified Firm

**FARR Builders, LLC**  
3401 S. Gevers, Ste. 1 **Fax:**  
San Antonio, TX 78210

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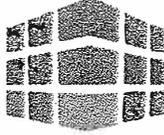
**CAGE CODE:** 5DZL9

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SDB MBE SBE



**FARR BUILDERS, LLC**  
CONSTRUCTION SERVICES

8(a) Certified Firm

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Per Project: \$

Aggregate: \$

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Lackland AFB

Complete (Oct 2012) \$

**Renovate Bldg 5570 (Design-Build, Phase II)**

Lackland AFB

Complete (Oct 2012) \$

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Lackland AFB

**Repair Athletic Fields (Design-Build)**

Randolph AFB

Complete (June 2012) \$

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Lackland AFB

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**Paint FSH Museum**

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**SABER IDIQ**

Goodfellow AFB

Ongoing

**SABER IDIQ**

Fort Sam Houston

Ongoing

# nopal street villas

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# nopal street villas

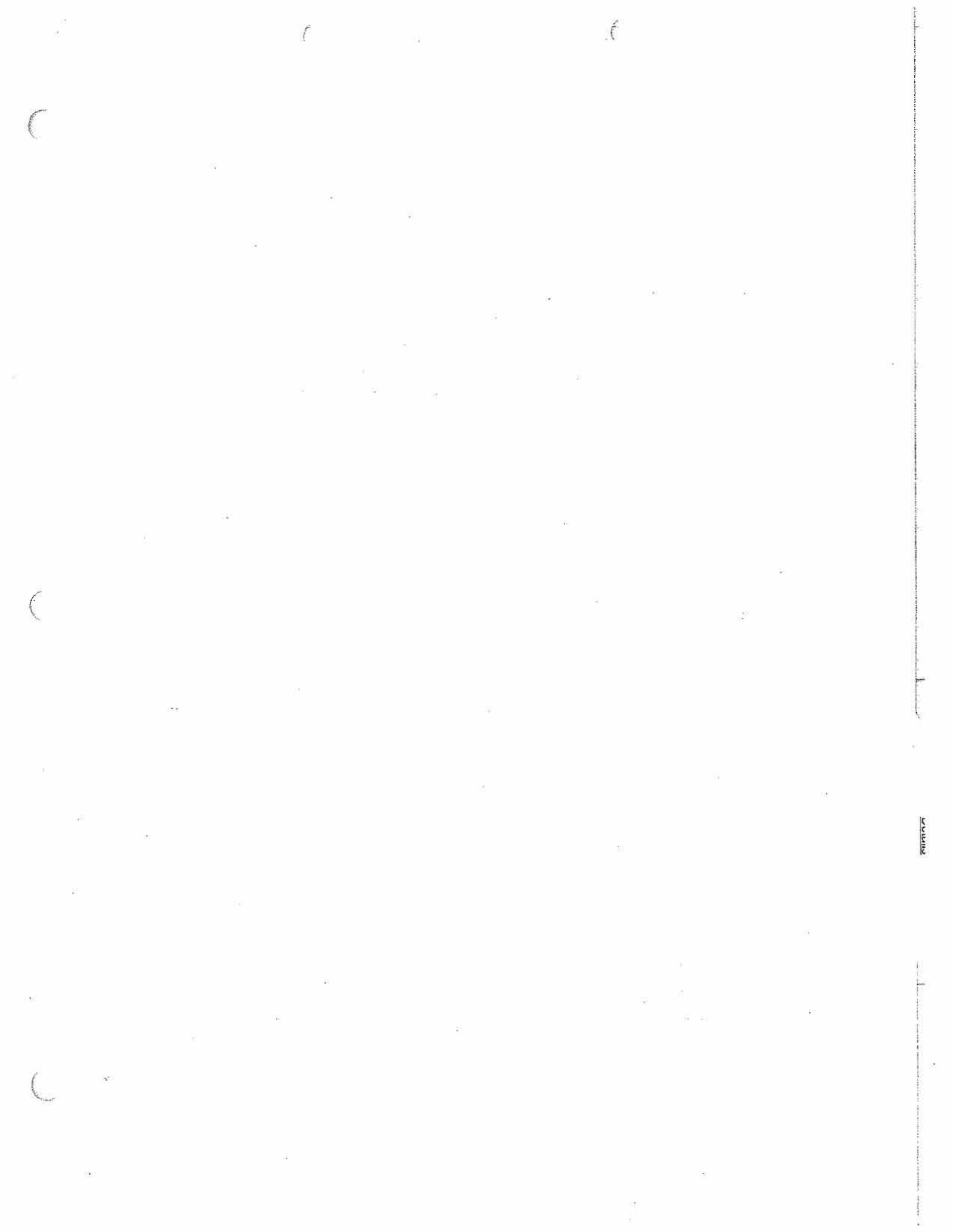
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**EXHIBIT D**



**CCHIP Agreement Term Sheet**  
 Nopal Street Villas

Project Name and location: The Nopal Street Villas Project is located at 2335 Nopal Street within the CRAG and Council District 3.

Project Description: Construction of a mixed-income rental housing development including 10 units for a total project cost of \$600,000.

Project Developer and POC: Adrian Steven Garcia, FARR Builders, LLC

Incentive Package per CCHIP

City Fee Waivers.....	3,034
SAWS Fee Waiver.....	25,362
10-year tax reimbursement grant .....	20,475
- Located in CRAG and Council District 3	
- Excludes base value of \$21,930	
- Projected end value of \$600,000	

**TOTAL INCENTIVES \$48,871**

Fiscal Impact

Funding for the tax reimbursement grant will be provided by a rebate of the ad valorem taxes paid by the developer to the City over 10 years. City fee waivers are funded by the General Fund. SAWS Fee Waivers are funded through an annual SAWS credit allocation and are subject to availability.

  
 \_\_\_\_\_  
 Director Approval

6/4/14  
 \_\_\_\_\_  
 Date



**EXHIBIT E**

**Bexar CAD**

**Property Search Results > 153317 FARR BUILDERS LLC for Year 2014**

**Property**

**Account**

Property ID: 153317 Legal Description: NCB 3843 BLK 2 LOT 18 THRU 24  
 Geographic ID: 03843-002-0182 Agent Code:  
 Type: Real  
 Property Use Code: 001  
 Property Use Description: Single Family

**Location**

Address: 2335 NOPAL ST Mapsco: 651C3  
 SAN ANTONIO, TX 78210  
 Neighborhood: HIGHLAND PARK EST. Map ID:  
 Neighborhood CD: 57076

**Owner**

Name: FARR BUILDERS LLC Owner ID: 2756574  
 Mailing Address: 3401 S GEVERS ST STE 1 % Ownership: 100.000000000000%  
 SAN ANTONIO, TX 78210-5448

Exemptions:

**Values**

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$21,930	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$21,930	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$21,930	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$21,930	

**Taxing Jurisdiction**

Owner: FARR BUILDERS LLC  
 % Ownership: 100.000000000000%  
 Total Value: \$21,930

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.030679	\$21,930	\$21,930	\$6.73
08	SA RIVER AUTH	0.017798	\$21,930	\$21,930	\$3.90
09	ALAMO COM COLLEGE	0.149150	\$21,930	\$21,930	\$32.70
10	UNIV HEALTH SYSTEM	0.276235	\$21,930	\$21,930	\$60.58
11	BEXAR COUNTY	0.296187	\$21,930	\$21,930	\$64.96
21	CITY OF SAN ANTONIO	0.565690	\$21,930	\$21,930	\$124.05
57	SAN ANTONIO ISD	1.357600	\$21,930	\$21,930	\$297.72
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$21,930	\$21,930	\$0.00

EXHIBIT F



Friday, June 27, 2014

sanantonio.gov

Report a Problem | Help

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

ICRIP ADMIN Welcome Aurora

ADMIN	Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
	6/9/2014 8:17:58 AM	8/25/2014	Approved	6/9/2014 8:34:01 AM	<input checked="" type="checkbox"/> City <input checked="" type="checkbox"/> SAWS <input checked="" type="checkbox"/> Council Approved <input checked="" type="checkbox"/> Special Expiration <input checked="" type="checkbox"/> EDD Project <input checked="" type="checkbox"/> CCHJP Project <input checked="" type="checkbox"/> Other CCDO Project
CCHIP project.					
<a href="#">Back To Home</a>					

SAWS  
SAWS Waived Amount:

CITY  
City Waived Amount:

ICRIP Fee Waiver Form Information WaiverId For 935.

City Status: ACTIVE  
SAWS Status: ACTIVE

APPLICANT INFORMATION

Project Owner: FARR Builders, LLC

Developer Type: ForProfit

Other Developer Type:

APPLICANT POINT OF CONTACT

Project Role: Developer

Other Project Role:

Name: Steven Garcia

Title: Project Manager

Company Name: FARR Builders, LLC

Applicant Address: 3401 S. Gevers, Ste. 1

City: San Antonio

State: TX

Zip Code: 78263

Phone:  
Fax:

PROJECT INFORMATION/DESCRIPTION

Project Address: 2335 Nopal St, San Antonio, TX 78210

City Council District: 3

Property/Parcel ID: 153317

Acreage: .5854

Proposed Land Used of Project:

Mixed Use

Other Proposed Land Used of Project:

Housing Units Created: 10

Project Description: This is a new development that consists of a single level building with 10- Apartment Units. There will be 4- 3 bedroom 2 bath units and 6- 2 bedroom 1 bath units. The 3 bedroom units are

Proposed Level of Investment: \$607,000.00

Project Start Date: 8/25/2014

Project Completion Date: 12/22/2014

Current Zoning of Project Site: R-4

Applied for Other Incentive?:  Yes  No

If so, what Dept(s)?:

SAWS Sewer and Water Impact Fee?:  Yes  No

SAWS Amount: \$25,362.00

No attachment record was found.

Request Submitted By: Web User

Request Submitted Date: 6/9/2014 8:17:58 AM

Last Modified By: rg09880

Last Modified Date: 6/9/2014 5:07:17 PM

Request Status: Approved

Status Date: 6/9/2014 8:34:01 AM

Status Reason: CCHIP project.

SAWS Waived Amt:

SAWS Waived Date:

SAWS Who Waived:

City Waived Amt:

City Who Waived:

City Waived Date:

Council Approved: No

Est. Claim Date: 8/25/2014

City Approved: Yes

SAWS Approved: Yes

City Expiration Date: 6/9/2015

SAWS Expiration Date: 6/1/2015

Special Project: No

EDD Project: No

CCHIP Project: Yes

Other CCDO Project: No

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