

**FIRST AMENDMENT TO THE CENTER CITY HOUSING INCENTIVE  
POLICY AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND 210  
DEVELOPERS, 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 210 Developers LLC (“Developer”) together referred to as “the Parties.”

**RECITALS**

- A. City and Developer are parties to that certain Center City Housing Incentive Policy Agreement executed on July 16, 2013 (the “Agreement”).
- B. City and Developer desire to amend the Agreement to increase Economic Development Program Incentives, Developer’s total project investment and 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:
  - (a) Article IV. A.  
The total amount of Economic Development Program Incentives will increase from \$1,003,625.00 to \$1,060,985.00. The increase of \$57,360.00 is in the form of a Mixed Use Forgivable Loan due to additional square footage of 2,868 to the project scope.
  - (b) Exhibit A “Property Description”, has been revised to include additional property at 301 Colima Street for the development of 2,868 square feet of retail space. This additional square footage will be used by the Developer for retail space and will be included for purposes of calculating the tax reimbursement grant.

- (c) Article III. A. 1.  
The total amount of Developer's investment will increase from \$10,087,000.00 to \$13,848,000.00.
  - (d) Article IV. B.  
Due to this increase, the Tax Reimbursement Grant will increase approximately from \$757,572.00 to \$1,041,449.00.
  - (e) Article III. A. 1.  
The total number of multifamily rental units in the project will increase from 98 to 102 units.
  - (f) Prior to this Amendment, the Agreement, in accordance with Article III A. 2., terminates on December 31, 2015.
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 6 day of January 2016 (the "Effective Date").

**CITY OF SAN ANTONIO**  
a municipal corporation



Lori Houston  
Assistant City Manager

**210 Developers, LLC**



Michael Wibracht  
Managing Member  
210 Developers, LLC

APPROVED AS TO FORM:



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Ray Rodríguez  
Assistant City Attorney

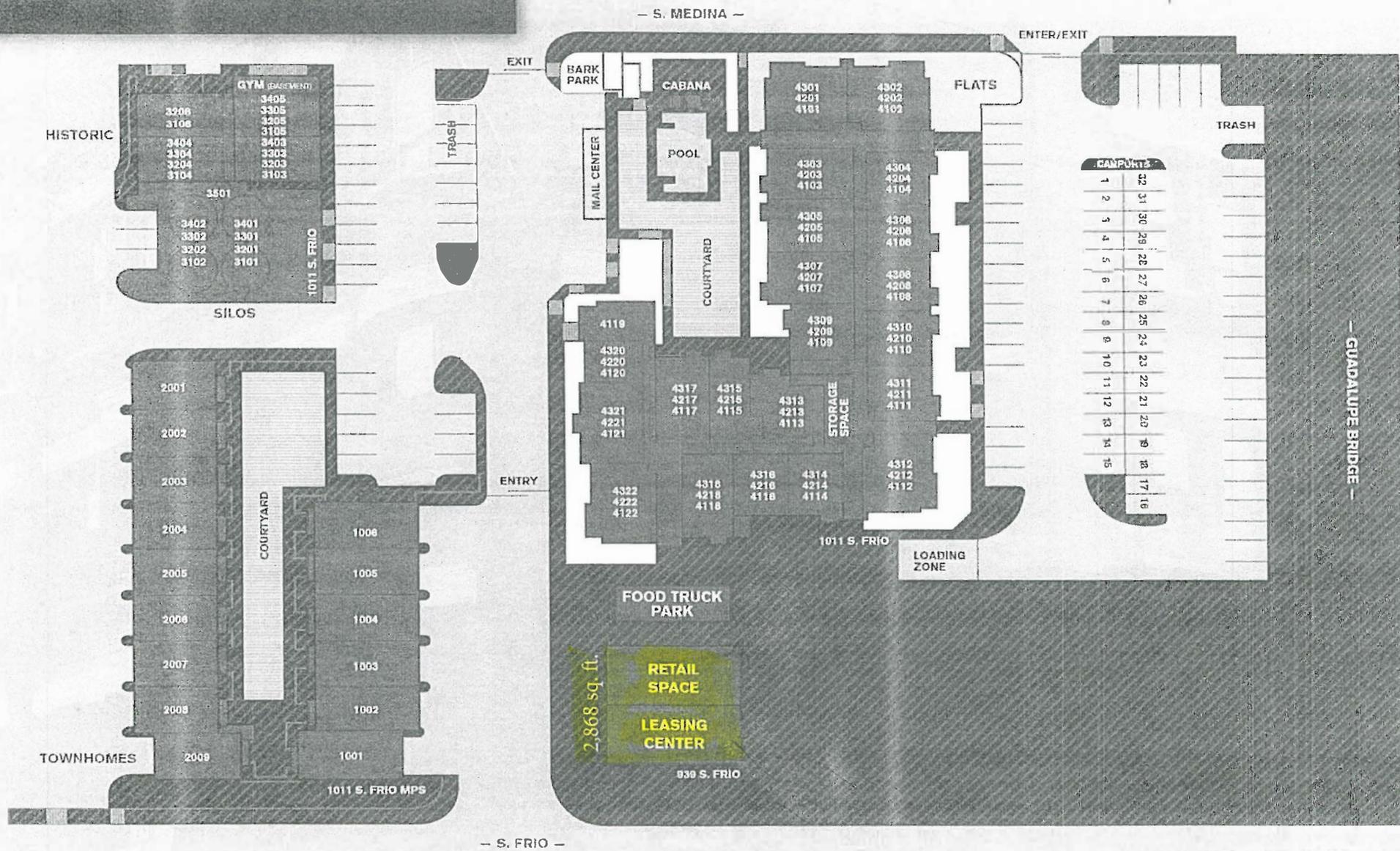
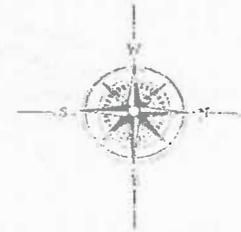
# Exhibit A

THE  
**PEANUT  
FACTORY**  
LOFTS

939/1011 S. Frio  
San Antonio, TX 78207

P. 210-451-0872

peanutfactory@greystar.com  
www.PeanutFactoryLofts.com



**CARPETS**

1	32
2	31
3	30
4	29
5	28
6	27
7	26
8	25
9	24
10	23
11	22
12	21
13	20
14	19
15	18
	17
	16

2,868 sq. ft.  
**RETAIL  
SPACE**  
**LEASING  
CENTER**

— S. FRIO —

