

STATE OF TEXAS  
COUNTY OF BEXAR

§  
§  
§  
§

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

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, and PROXIMITY BY COUTURE, LP (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 FOURTEEN (14) for sale housing units to be located at 807, 811, and 815 E. Elmira St., San Antonio, TX 78212 (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 FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$4,500,000.00) in real property improvements within the boundaries of City Council District 1; and

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

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

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code and Section 311.010(b) and Section 311.010 (h) of the Texas Tax Code, the CITY 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; and

**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<sup>st</sup> of the year following the final year eligible for tax reimbursement; (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 FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$4,500,000.00) (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 fourteen (14) for sale 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 March 1, 2016 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than July 1, 2018 (the "Completion Date"), subject to Force Majeure as defined in this Agreement. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and CITY's receipt of correspondence from the general contractor for the Project certifying that construction has commenced. The Completion Date shall be determined by the issuance of a Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld.

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

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.

#### **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, ONE HUNDRED FIFTY-EIGHT THREE HUNDRED SIXTY-THREE DOLLARS AND 0 CENTS (\$158,363.00), as summarized in the attached CCHIP Agreement Term Sheet, **Exhibit D**.

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

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

A. Annual Real Property Tax Reimbursement. Subject to the terms and conditions of this Agreement and the Payment Conditions (defined below), for each tax year commencing with the Initial Reimbursement Tax Year and then continuing annually for a total of ten (10) consecutive tax years throughout the remainder of the Term of this Agreement, CITY shall provide DEVELOPER, following submission of a tax invoice by DEVELOPER indicating full payment of all taxes owed by DEVELOPER on the Project, an annual grant for the Term of this Agreement in the cumulative amount of approximately, but not limited to, ONE HUNDRED FIFTY THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS AND 0 CENTS (\$150,152.00).

- (a) The amount of the annual grant (the "Annual Incremental Property Tax Reimbursement") shall be equal to 62.6% of:
  - (i) the actual amount of real property taxes paid to CITY with respect to the Project Site for the immediately preceding Tax Year, *less* the amount of real property taxes paid to City with respect to the Project Site for the tax year ending December 31, 2015 (the "Base Year") **Exhibit E**.
    - a. The "Initial Reimbursement Tax Year" shall be defined as the first tax year in which actual project completion occurs, for which reimbursement under this section can be sought.
    - b. The "Base Year" shall be defined as the immediately preceding tax year from the date of execution of this agreement.

(b) Reserved

(c) Obligation to Pay Taxes. It is understood that DEVELOPER shall continue to pay all taxes owed on the Property Site as required by law. Taxes owed shall be determined by the Bexar County Appraisal District. Prior to the CITY disbursing 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.

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

B. Fee Waivers. CITY is providing DEVELOPER with City Fee Waivers in the approximate amount of EIGHT THOUSAND TWO HUNDRED ELEVEN DOLLARS AND 0 CENTS (\$8,211.00). 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 G**.

#### **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. CITY will be liable to DEVELOPER or any other entity for any costs incurred by DEVELOPER in connection with this Agreement.

C. The CITY shall monitor DEVELOPER's compliance with the terms and conditions of this Agreement.

#### **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; (c) scanned and emailed with an original to be sent via First Class United States Mail or (d) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such Party at the address hereinafter specified. Any notice mailed in the above manner shall be effective two (2) business days following its deposit into the custody of the United States Postal Service or one (1) business day following its deposit into the custody of such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. From time to time, either Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

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:

Proximity by Couture, LP  
Attn: Robert Widule  
8622 Spartan Terrace  
Universal City, TX 78148

#### 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 change or increase any of the Incentives to be provided DEVELOPER by CITY must be approved by CITY ordinance and in accordance with an official amendment of the Financing Plan by the governing body of the CITY.

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

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

#### **ARTICLE XVIII. SUBCONTRACTING**

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

B. DEVELOPER, in subcontracting any of the performances hereunder, expressly understands that in entering into such subcontracts, CITY is not 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 and whose consent will not be unreasonable withheld, 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 September 30,  
2016 (the "Effective Date"):

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

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



\_\_\_\_\_  
Lori Houston  
Assistant City Manager

**DEVELOPER:**  
PROXIMITY BY COUTURE, LP

By: 

\_\_\_\_\_  
Bob Widule  
Managing Partner

**APPROVED AS TO FORM:**



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

# Exhibit A



# Exhibit B

AN ORDINANCE 2012-06-21-0501

**ADOPTING THE CENTER CITY IMPLEMENTATION PLAN AND HOUSING INCENTIVE POLICY; AUTHORIZING THE NEGOTIATION AND EXECUTION OF RELATED FORMS AND CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM LOAN AND GRANT AGREEMENTS; AUTHORIZING ADMINISTRATIVE CHANGES TO THE PLAN AND POLICY.**

\* \* \* \* \*

**WHEREAS**, the Centro Partnership adopted a Downtown Strategic Framework Plan (the "Framework Plan") which set targets for growth in the downtown area, identified target areas, and made recommendations for the financing and execution of infrastructure and housing initiatives in the urban core; and

**WHEREAS**, in an effort to ensure the execution of the Framework Plan, the City executed a contract with HR&A Advisors for the creation of an Implementation Plan (the "Implementation Plan") to provide recommendations on how to best implement the Framework Plan through increased public investment, creation of a housing finance strategy, coordinated management, and regulation of development; and

**WHEREAS**, as part of the Implementation Plan, City staff developed the Center City Housing Incentive Policy (the "CCHIP"), an "as-of-right" incentive policy for housing in the Inner City Reinvestment Policy ("ICRIP") Target Area to assist in normalizing land values and provide greater certainty and speed of approvals to land developers; and

**WHEREAS**, the CCHIP incorporates the goals and objectives of the Implementation Plan, provides greater incentives to housing projects within the targeted growth areas identified in the Framework Plan and prioritizes the urban core; and

**WHEREAS**, the CCHIP also encourages historic rehabilitation, adaptive reuse, brownfield redevelopment, and transit oriented development by rewarding good urban design and mixed use and mixed income redevelopment; and

**WHEREAS**, the CCHIP applies to multi-family rental and for sale housing projects (Projects) within the ICRIP Target Area and 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; and

**WHEREAS**, the level of incentives provided by the CCHIP is based on the location of a Project within the ICRIP Target Area, with the level of incentives increasing if the Project is within 1 of the 8 Target Growth Areas included in the Framework Plan, consisting of Midtown/River North,

Downtown Core, Cesar Chavez/Hemisfair Corridor, Near River South, Medical District, Civic Core, Near East Side, and West Side Multimodal/UTSA; and

**WHEREAS**, City staff recommends adoption of the Implementation Plan and the Center City Housing Incentive Policy as an additional tool for the City to attract growth and economic revitalization to the Inner City; **NOW THEREFORE**:

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

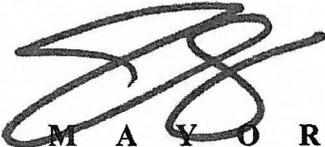
**SECTION 1.** City Council approves and adopts the Center City Implementation Plan, as attached in Exhibit A, and the Center City Housing Incentive Policy as attached in Exhibit B. Upon the effective date of this Ordinance, City staff is authorized to negotiate and execute any and all related forms and Chapter 380 Economic Development Program Loan and Grant Agreements in accordance with the criteria as set out in Exhibit B. Administrative changes to the Center City Implementation Plan and Housing Incentive Policy are authorized upon the approval of the City Manager or her designee.

**SECTION 2.** The funding of any eligible project's waivers, grants and/or loans is contingent on available funding as appropriated and approved in the annually adopted budget. The funding to cover City administration of this Plan and Policy is additionally contingent on the appropriation included in and approved by Council in the annually adopted budget.

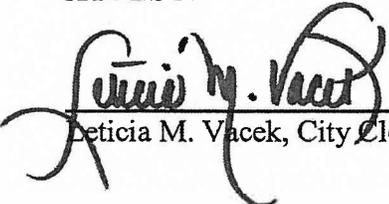
**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This ordinance shall be effective immediately upon its passage by eight (8) votes and on the 10<sup>th</sup> day after passage upon less than eight (8) votes.

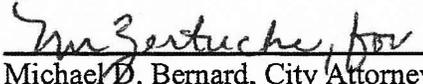
PASSED AND APPROVED this 21<sup>st</sup> day of June, 2012.

  
M A Y O R  
Julián Castro

**ATTEST:**

  
\_\_\_\_\_  
Deticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael D. Bernard, City Attorney

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

**Section 1. Background and Eligibility:**

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

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

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

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

**Section 2. Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Section 3. Geographic Area**

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

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

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

### **Section 4. Fee Waivers**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 7. Mixed Use Forgivable Loan**

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

**Section 8. CCHIP Exceptions**

Any exceptions to the CCHIP require City Council approval.

**Section 9. CCHIP Review and Term**

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

**Section 10. Recapture Provisions**

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

**Section 11. Administration of the CCHIP**

The Center City Development Office will administer the CCHIP.

**Section 12. Legal Documents**

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

# Exhibit C



# Center City Housing Incentive Program (CCHIP) Application

## Applicant Information

Name: Robert Widule Title: Managing Partner  
 Company: Couture Development, LLC  
 Project Role: General Partner of Proximity by Couture, LP  
 Address, City, ST, ZIP: 8622 Spartan Terrace, Universal City, TX 78148  
 Phone: Fax: \_\_\_\_\_ Email: \_\_\_\_\_ @

## Project Information

Project Owner / Developer: Proximity by Couture, LP  
 Other Associated Entities and Roles: \_\_\_\_\_

Project Name: Proximity  
 Project Site Address: 807, 811 & 815 E. Elmira St. San Antonio, TX 78212  
 Start Date: 03/2016 Completion Date: 04/2018  
 Cost of public improvements: \$ 25,000.00  
 Estimated total project cost: \$ 4,500,000.00 (including public improvements)  
 Housing units created: 14  Rentals  For Sale  
 Housing units per acre: 22  
 Target rental price per square foot: \$ \_\_\_\_\_ / Target sales price per square foot: \$ 260.00  
 Square feet of retail space: \_\_\_\_\_ Square feet of commercial office space: \_\_\_\_\_  
 Estimated number of new jobs to be created, if any: 1

## Geographic Location

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

- Located in CRAG and Tier1: Urban Core
- Located in CRAG and Tier 2: Near River South, Hemisfair/Cesar Chavez, Near East Side, Near West Side, Civic Core, Medical District
- Located in CRAG and Tier 3: River North
- Located in CRAG and Tier 4: Midtown
- Located in CRAG only and no Tier
- Located in a Tax Increment Reinvestment Zone (TIRZ), specifically: None

### Project Categories

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

### Other Project Features

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

### Site Information

City Council District #: 1 Current Zoning: IDZ AHOD

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

Property ID#: 109352, 109353, 109354 Acreage: 0.6248

Current Value: Land: \$ 1 30 88.00 Improvements: \$ 90,890.00

? \$79,095

Assessed value: \$169,980

### 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: \$ 85,428.00 (must obtain written estimate from SAWS)

Projected time to install water/sewer services: (season and year) Late fall, early winter 2016

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

- Equity
- Conventional Bank Financing
- Housing Tax Credits
- 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 SAWS @ 210-233-2009)
- Project Proforma

## PROXIMITY PROJECT SUMMARY

### NATURE OF THE PROJECT

Located in downtown San Antonio, "Proximity" is a collection of 14 modern townhomes situated within walking distance to the city's hottest urban destination: the Historic Pearl Brewery Complex. The recent revitalization of The Pearl has produced an overwhelming demand to live in close proximity. Couture Development will capitalize on this opportunity by creating a vibrant, urban-home community, central to the action: Proximity by Couture.

### THE PRODUCT

Proximity by Couture is located in one of the most desirable urban locations for the target market (807, 811 and 815 E Elmira Street), offering new-construction, for-sale units, sold fee-simple, and featuring the following characteristics:

- 3 story attached, fee-simple townhomes
- 2 - 3 bed, 2.5 – 3.5 baths
- 1,378 & 1,600 sf units
- 2-car garage
- Rooftop terrace on 1,600 sf units

A centrally located, pet-friendly green-space will anchor the community of homes.

### THE CONSUMERS

Proximity by Couture consumers include young, professional singles, couples and small families, as well as young-at-heart empty nesters. They seek the advantages and amenities of living in a chic, urban area, with work and play close by. They place great emphasis on maintaining a vibrant lifestyle, and therefore have decreased desire to spend time on home maintenance or yard-work. Proximity by Couture consumers prefer a walkable community that affords them efficient, easy access to city parks, trails, local retail, boutique coffee shops, restaurants, bars, museums and entertainment venues inherent to urban living.

### COMPETITIVE ADVANTAGE

Proximity by Couture is located within easy walking distance to three of the most highly sought after urban amenities downtown: The Historic Pearl Brewery Complex, the beautiful Northern Reach of the San Antonio River Walk and the burgeoning live music scene of Saint Mary's Strip. Although there are competing, new construction infill developments scattered about greater downtown San Antonio, at the time of this writing only one competing development is currently planned within the aforementioned district. Said development is currently pre-selling townhomes at the highest price point seen to date in the downtown San Antonio market. Couture Development will offer a comparable, quality product, in the same location, at a slightly lower price point.





## COUTURE DEVELOPMENT, LLC

The word Couture is commonly used in the fashion industry and is defined as:

*“The design and manufacture of fashionable clothes to a client’s specific requirements and measurements”*

When applied to the real estate industry it yields our statement of purpose:

*“The design and manufacture of fashionable real estate to a market’s specific requirements and measurements.”*

### PARTNERS

BOB WIDULE Managing Partner

NICK DOUGLAS Financial Partner

CHRIS DELEON Financial Partner

### KEY CONSULTANTS

JASON ADELSTEIN Real Estate Legal Counsel  
Partner  
Schulman, Lopez, Hoffer & Adelstein, LLP

MATTHEW BRYSA CZ Business Legal Counsel  
Sole Practitioner  
The Brysacz Law Firm

ERIC ABATI Accounting  
CPA & Partner  
ATKG, LLP

# PARTNER PROFILE

ROBERT WIDULE - Managing Partner

## PERSONAL STATEMENT:

Establishing a real estate development firm has been a personal ambition and goal I set out for myself 7 years ago. Countless days and hours have been spent in preparation for establishing this firm. I have taken every opportunity over that time frame to further my education and gain practical experience. During my education and occupational experience I have always endeavored to view things from the perspective of the developer. Please see the last page of this appendix for an elaboration of my personal statement.

## OCCUPATIONAL EXPERIENCE:

Wolfman & Associates, P.C.

Structural Project Engineer

Silver Spring, MD

January 2014 – June 2015

Sinclair Way Apartments – Frederick, MD

- 36 total units, 3 story, wood frame townhomes
- 2 turn of the century homes, complete structural redesign
- Designed foundations, retaining walls, and wood framing
- Drafted structural construction plans and details
- Coordinated with the following: Owner, Architect, Civil, MEP, Geotech, & General Contractor

Mary Harvin Transformational Center – Baltimore, MD

- 61 unit, 4 story, wood frame apartment building
- Designed foundations, retaining walls, steel framing, wood framing and masonry shafts
- Performed several structural inspections to insure GC conformance to the drawings
- Superstructure was burnt to the ground during 2015 Baltimore rioting, made national news
- Collaborated with Owner, GC, Quality Control, Insurance Company & Bureau of Alcohol, Tobacco & Firearms to determine plan for reconstruction

Fulton Gethsemane Village – Baltimore, MD

- 60 unit, 5 story, concrete podium & wood frame mixed-use building
- Structural services similar to Mary Harvin Transformational Center

Lindsay Hill Apartments - Lorton, VA

- Renovation of Abandoned 1920's Federal Penitentiary to apartments
- Evaluated existing structural integrity
- Designed and proposed necessary improvements to the structure

Schneider Excavating

Asst. Project Manager and Estimator

Lannon, WI

May 2010 – May 2012

- Developed construction schedule for various site-related earthwork procedures
- Provided construction estimates for bid purposes
- Worked in the field with laborers and equipment operators

## FORMAL EDUCATION

Marquette University – Milwaukee, WI

- B.S., Civil Engineering
- M.S., Civil Engineering
- Structural Engineering and Construction Management Focus

May, 2011

December, 2012

## MISCELLANEOUS EXPERIENCE

816 Greenfield, LLC – Milwaukee, WI

January 2013 – September 2013

- Negotiated the purchase agreement and performed due diligence on an 18-unit apartment building
- Did not close on the property as due diligence concluded the venture had more risk than was acceptable

# PARTNER PROFILE

NICK DOUGLAS - Financial Partner

## PERSONAL STATEMENT

Elevating downtown San Antonio's appeal to locals and relocating millennial families is an exciting venture. Combining stylish design with modern amenities, Couture will continue to elevate the burgeoning urban lifestyle in San Antonio. As an engineer, it is in my nature to analyze our movements from all angles. This insures our business continues to move forward in the most efficient and financially sound direction.

## CURRENT OCCUPATION

Cisco Systems  
San Antonio, TX

Systems Engineer  
August 2011 - Present

- Technical sales professional nearing 5 years industry experience
- Dedicated engineering resource for local San Antonio school districts and regional services center
- Design and sale of IP Networking Architecture

## FORMAL EDUCATION

University of Washington

Seattle, WA

- B.S., Electrical Engineering

May, 2011

Pomona College

Claremont, CA

- B.A., Economics

## MISCELLANEOUS EXPERIENCE

- Private financier of four San Antonio home renovations for resale

# PARTNER PROFILE

CHRISTOPHER DELEON - Financial Partner

## PERSONAL STATEMENT:

This firm aims to satisfy the significant demand for stylish urban real estate in downtown San Antonio. Our product will be our customer's home and living space. With that in mind, quality and attention to detail is paramount. We aim to bring a product to the market that will last for decades. This business will allow my growing family and I to partake in the revitalization of San Antonio's urban core. It's in my nature to do things the "right way". We are able to fulfill this by placing the community, our clients, and our customers at the center of our decision making process.

## CURRENT OCCUPATION

Cisco Systems  
San Antonio, TX

Virtual Systems Engineer  
August 2011 - Present

- Provide pre-sales engineering support to commercial and enterprise businesses worldwide
- Design and develop quotes for multimillion dollar networks
- Communicate with customers to understand pain points and provide network architectural solutions to alleviate issues
- Mentor colleagues and new employees within Cisco Systems

## FORMAL EDUCATION

University of North Carolina at Charlotte  
- B.S., Computer Engineering  
Minor in Mathematics

Charlotte, NC  
May, 2010

## MISCELLANEOUS EXPERIENCE

- Currently own and manage a rental home in Charlotte, NC

**CLOSING STATEMENT:**

**“Prepare and Execute.”**

**The statement is brief but its implementation has, and will have, a profound effect on our success.  
It is at the core of how we operate as a business.**

## BOB WIDULE PERSONAL STATEMENT ELABORATED:

One of our potential commercial lenders asked this question and I felt it pertinent to include my response. It sheds light on the passion and drive behind the formation of this business.

### QUESTION:

You've stated that this particular project has been goal of yours to pursue the last 7 years. Out of curiosity, what stemmed the start of this business venture and your overall interest in developing properties?

### ANSWER:

I will start with a brief summary of my personal path up to this point and how my passion for real estate development came about.

The initial spark came sophomore year of my undergraduate education. I started my formal education as a Mechanical Engineering major at Marquette University. I've always been a very technically inclined individual and that's ultimately what led me to start my formal education as a Mechanical Engineering major.

I remember the day very clearly. I was looking out of the classroom window in a Statics course. My vision was focused on Marquette University's Alumni Memorial Union building when it hit me, "I want to build buildings". I've always been fascinated by architecture and the spaces in which we live, it just never occurred to me that a career as a Structural Engineer would be one way to fulfill that fascination. I knew right then and there I had to switch from Mechanical Engineering to Civil Engineering with a focus on Structures.

From that point on I realized my true professional calling in life and it became easy for me to get involved in any way possible to learn more about the topic. I joined various organizations on campus, in particular ASCE (American Society of Civil Engineers) and AGC (the Associated General Contractors of America). It was at an AGC meeting my junior year when the spark became a flame.

At that AGC meeting a project manager of a general contractor building a 30-story high rise in downtown Milwaukee, Wisconsin came to speak about the project. During that meeting I had the curiosity to ask who/what is making the project happen. The project manager replied, "the developer, Rick Barrett". It was at that instant that I was overwhelmed by the concept, "One individual is behind the development of this 30-story building?" At that time I had no idea what or who a real estate developer was. I went back to my apartment and immediately started to research this individual. As I uncovered more and more information about him and the concept of real estate development, I became more and more excited about the future. The picture became clear then; I want to develop real estate.

I'm drawn to it for numerous reasons and if I listed them all I would surely bore whoever is reading this document. I will share some of the major reasons however.

- For me, it is the ultimate professional challenge.
  - How well can you understand people, finance, construction, architecture, neighborhoods, cities, municipalities, politics, and society as a whole?
  - How well can you manage all these entities and fulfill their needs and desires?
  - A successful response to these questions will provide me with self satisfaction and a sense that I am positively contributing to society.

- The imaginative side of me loves the opportunity to create buildings and provide thoughtful, effective space for society to work, live and play.
- I love to work with people and manage their strengths to collectively achieve something great. At the end of the day that's mostly what a real estate developer is. Yes it requires specific knowledge of the product and finance, but at the end of the day its people that ultimately get the job done.
- Most importantly it's fun. It's what I find to be enjoyable. I can read textbooks and dictionaries about the subject matter. My wife is a doctor and she even calls me a dork sometimes.

My passion and drive is great, but what happened between that AGC meeting and starting a development business in San Antonio? The answer is simple, preparation. I knew from the very beginning that becoming a real estate developer cannot be done overnight. It requires a plethora of knowledge about everything it encompasses. I knew I needed to start with the product first and foremost, a building. So I finished my B.S. and M.S. degrees consecutively in Civil Engineering with an emphasis on Structures and Construction Management.

All the while I was working on my formal education, I was educating myself further during any free time I had. I read numerous textbooks about the subject matter. Most textbooks were products of ULI (the Urban Land Institute) the major professional organization within the industry. I also reached out to local developers to ask how they recommend preparing myself.

During the latter half of my education I worked part-time during the school year and full-time during the summers and winter breaks for Schneider Excavating, an earthwork contractor in Lannon, WI. Due to the small size of the firm, I was exposed to all facets of their business, estimating, bidding, planning, scheduling, contract documents, permitting, equipment maintenance, and networking. At certain points they needed me as a laborer and I literally worked in the trenches with the laborers and foreman. All the while I paid attention to what motivated the people and employees around me and mentally noted the perspective of the owner/developer. The owner of the contracting firm was a land developer and real estate investor himself, so he was inclined to get me involved in as much as possible.

After graduation I married my wife, who is in the US Air Force, and moved from Wisconsin to be with her while she finished medical school in Bethesda, Maryland. The corresponding year required her to travel to a different Military Hospital every month. Each hospital was in a different part of the country. Because I chose to be with her during that year, I decided it would be best to continue my efforts in establishing myself as a real estate developer. I began to evaluate my hometown real estate market, Milwaukee, WI. I located an 18-unit apartment building that had the potential to be a significant value-add proposition.

The property was on the market for quite some time and I began to do some preliminary due diligence. My initial research concluded it would be worth further investigation and I negotiated a purchase agreement on the property. I was able to raise the necessary funds to purchase the property, however, after performing an inspection and receiving all the property financial statements I determined there was too much risk and ultimately decided against purchasing it. At that point in time, the year of travel was winding down and I decided to turn my attention to full-time employment where I could utilize my education.

I was hired by Wolfman & Associates, P.C. a small, structural engineering consultant located in Silver Spring, MD who focuses primarily on 3 to 5 story wood structures. Once again, due to the size of the firm, I was exposed to all facets of the business and quickly assumed the role of a project manager. I planned, designed, drafted, coordinated, and oversaw the construction of several wood construction projects. One of the projects was Sinclair Way, a 3 story townhome development consisting of 36 units.

During my time there I paid particularly close attention to the different players in the process and most importantly the owners and developers I was able to interact with. I left the firm upon my wife's completion of medical school. We were to be stationed in San Antonio, TX.

So how does all that get me to starting a development company San Antonio? Immediately upon moving down here, my plan was to get involved with real estate. I got in touch with one of my wife's classmate's spouses who is also stationed in San Antonio. His name is Nick Douglas. He and one of his co-workers, Chris DeLeon, expressed interest in real estate investment. We came to the agreement that I would contribute sweat equity and they would contribute the cash necessary for investment.

The immediate effort was to determine what the market is demanding and if San Antonio is a solid real estate market to invest in. With that in mind I began analyzing San Antonio as a whole. The results pointed in the direction of San Antonio being a very strong and stable market when compared to the majority of other major markets across the nation. After that was established, the effort was to determine what products within the market were in demand.

I started with multifamily rentals and after speaking with a gentleman from Marcus and Millichap, a well-known, national, commercial real-estate market research firm, it became apparent that the apartment market was very competitive. I turned my focus to the for-sale market, where one particular type of development caught my eye. I noticed there were strong sales results of new construction, infill developments close to San Antonio's urban core. I dove deeper into this form of development and its track record in downtown San Antonio. I read articles and began to reach out to people that could teach me more about it. After significant research, I was able to identify that the attached and detached urban infill townhome developments are among the highest demand properties in the entire city. Based on my formal education and experience with the product and the process, I realized that developing a small urban infill development was very achievable. With that in mind, my partners and I formed a plan.

We agreed to develop urban, infill townhomes, limited to areas where there is significant demand, and thus, the highest price points.

And that is how Couture Development came to be. There is still much to accomplish, but by continuing to prepare, plan, and execute, we will achieve our goal of completing the first of many real estate developments.







**ELMIRA ST. TOWNHOMES**  
 807-815 E. ELMIRA ST.  
 SAN ANTONIO, TX. 78212

**THORN GRAVES**  
 ARCHITECTS P.L.L.C. INTERIORS  
1100 W. WILSON BLVD. SUITE 1000 SAN ANTONIO, TX 78204

NO.	REVISIONS DATE

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

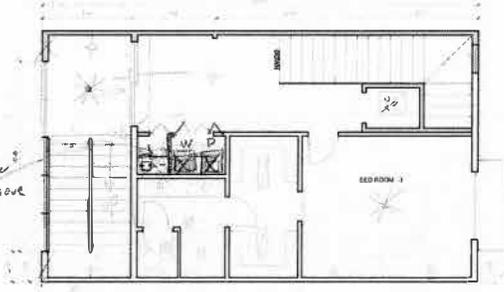
DESIGNER	PROJECT NO.
RM/MS	1600
CHECKED	DATE
LAT	09/20/2018

SCALE AS NOTED

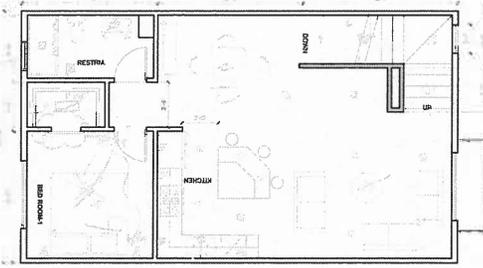
ARCH. SITE PLAN  
 1ST. FLOOR

SHEET NO.

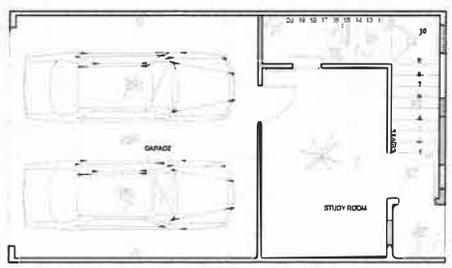
**A1**



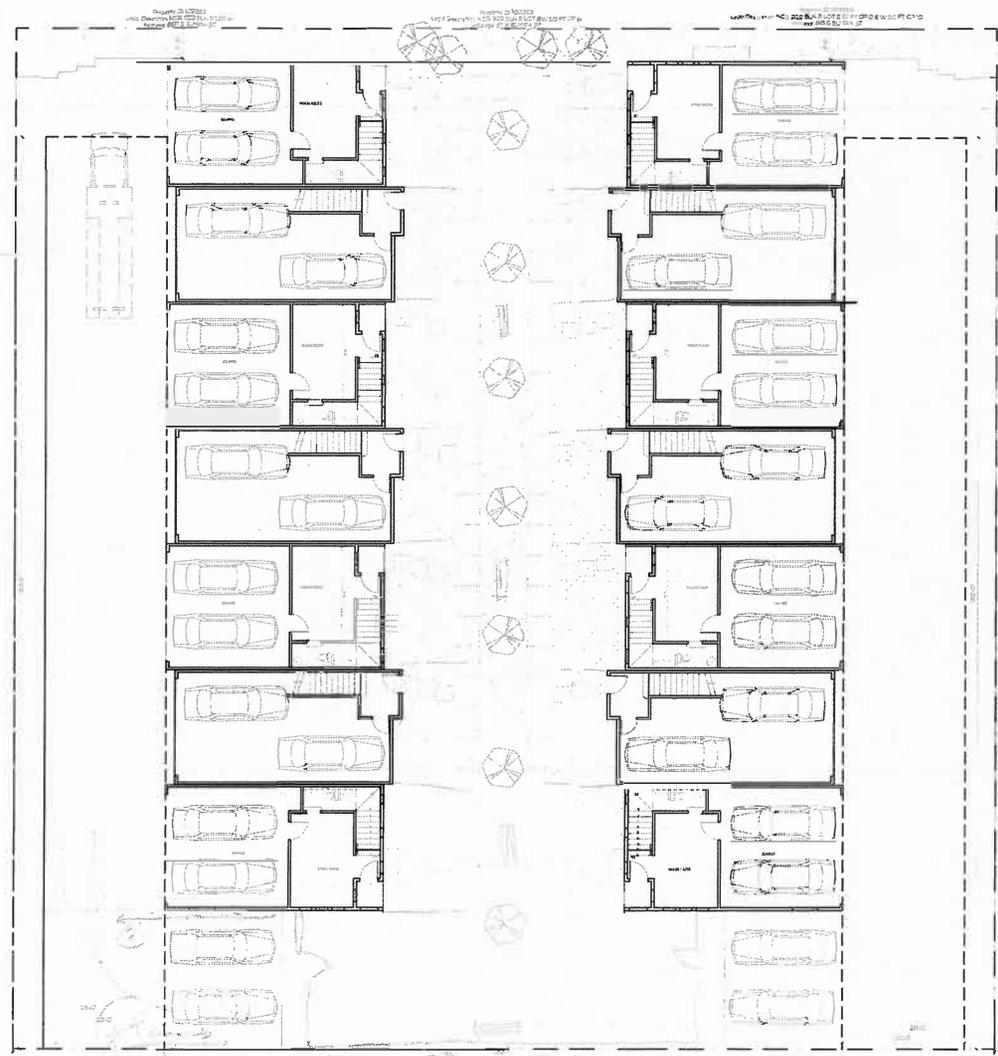
**4 UNIT A 3RD. FLOOR PLAN**  
SCALE 1/4" = 1'-0"



**3 UNIT A 2ND. FLOOR PLAN**  
SCALE 1/4" = 1'-0"



**2 UNIT A FIRST FLOOR PLAN**  
SCALE 1/4" = 1'-0"



**MULTI-FAMILY TOWNHOMES ON  
 E. ELMIRA ST. FIRST FLOOR**

**1 ARCH. SITE FIRST FLOOR PLAN**  
SCALE 1/8" = 1'-0"





ELMIRA ST. TOWNHOMES  
 807-815 E. ELMIRA ST.  
 SAN ANTONIO, TX. 78212

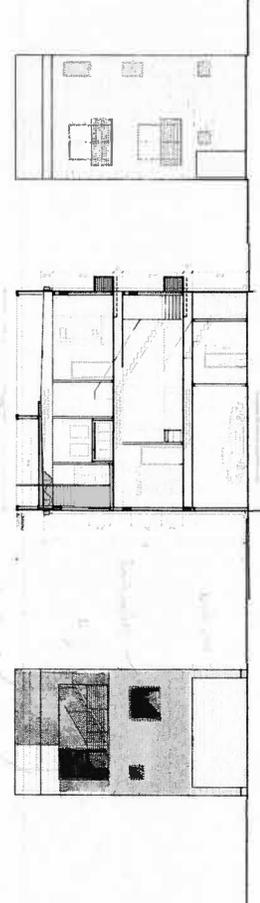
THORN GRAVES  
 ARCHITECTS • INTERIORS  
 ARCHITECTS • INTERIORS • DESIGN • CONSTRUCTION

PROJECT NO.	1500
DATE	03.08.2018
PROJECT NAME	ELMIRA ST. TOWNHOMES
ARCHITECT	THORN GRAVES ARCHITECTS
SCALE	AS NOTED
STATUS	PRELIMINARY
NOT FOR CONSTRUCTION	

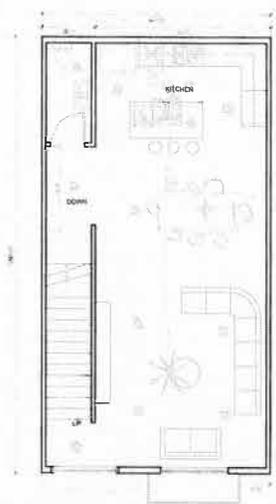
A1



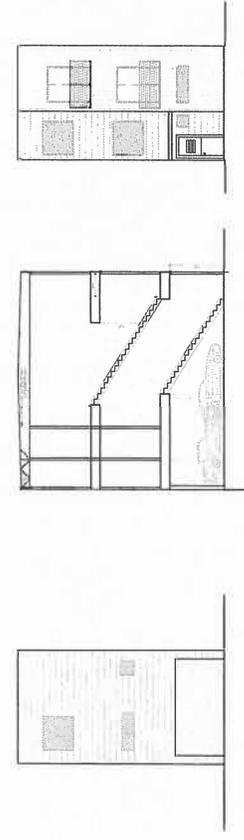
4 UNIT B, 3RD. FLOOR PLAN  
SCALE: 1/8" = 1'-0"



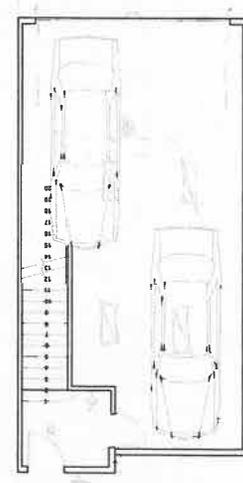
UNIT A ELEVATION & SECTION  
SCALE: 1/8" = 1'-0"



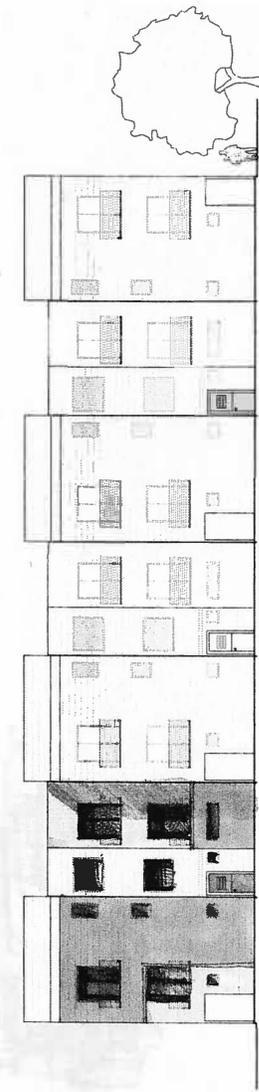
3 UNIT B, 2ND. FLOOR PLAN  
SCALE: 1/8" = 1'-0"



UNIT B ELEVATION & SECTION  
SCALE: 1/8" = 1'-0"



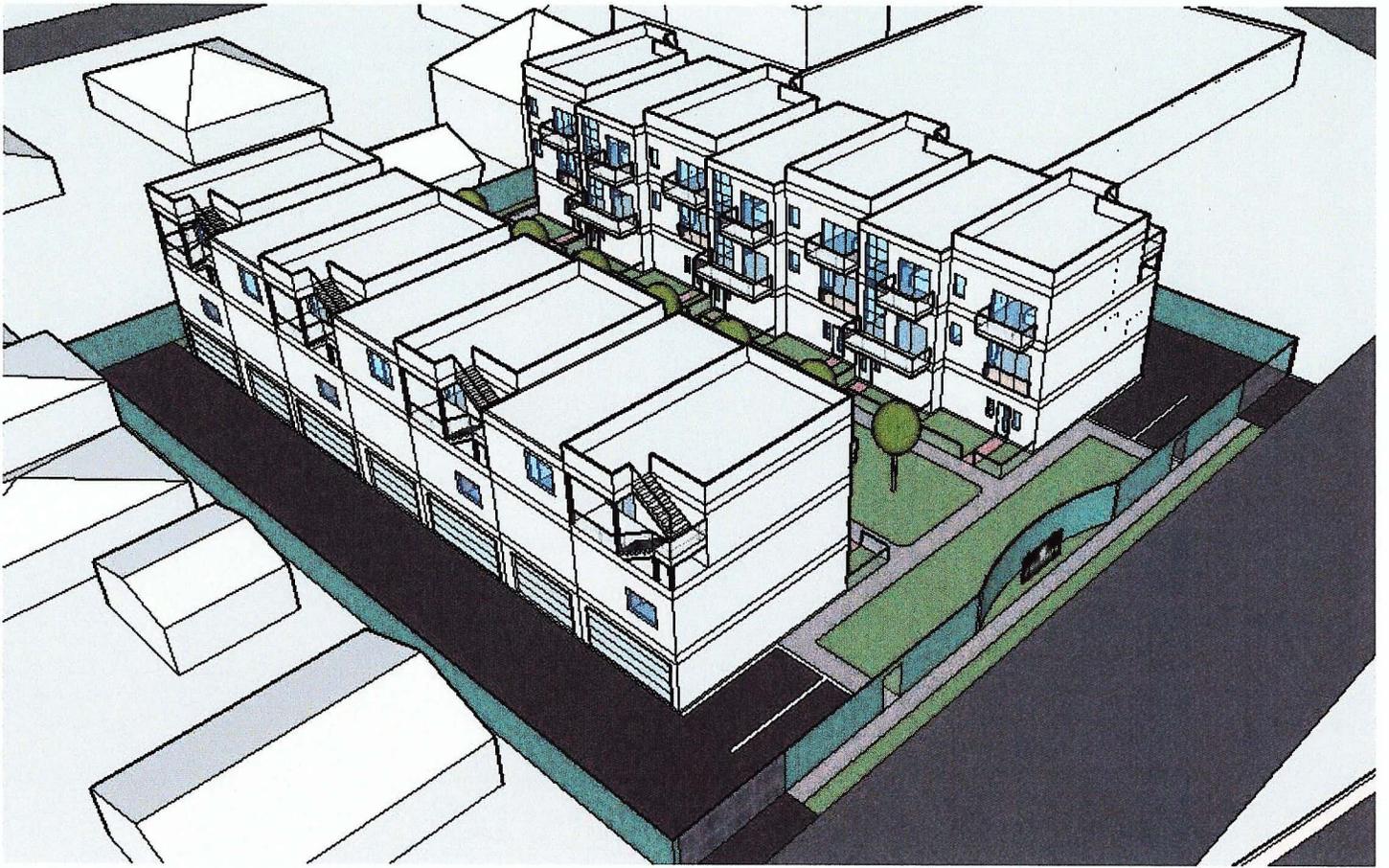
2 UNIT B FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"





































**PLAN FEE ESTIMATOR**

Commercial/Residential: RESID

Type of Work: NEW

Tree Affidavit Option: A1

# of Lots: 3

Valuation: 4500000

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.*

**Estimate Fees**      **Reset**

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

Fee Type	Fee Amount
PLAN REVIEW FEE	\$1,513.88
TREE CANOPY - RESIDENTIAL	\$45.00
AFFIDAVIT FEE RESID TREE PRESERV	\$105.00
TECH SURCHARGE	\$45.42
DEV SVC SURCHARGE	\$45.42
<b>TOTAL:</b>	<b>\$1,754.72</b>

**Minimum Fees Due for Permit Issuance:**

Fee Type	Fee Amount
PERMIT FEE BUILDING	\$6,091.25
TECH SURCHARGE	\$182.74
DEV SVC SURCHARGE	\$182.74
<b>TOTAL:</b>	<b>\$6,456.73</b>

*\$8,211.45*





# SAWS IMPACT FEE ESTIMATE

Date June 22, 2016

Applican Bob Widule

Phone No. 262-853-1170

Service Address 807, 811 & 815 E. Elmira St. 78212

WASTEWATER EDUs			
TYPE	Criteria	#	EDU
			14

	DATE	ZONE	METER	EDU	Total
Domestic	Rate 7	LOW	0.625 in	14.00	\$64,358.00
Irrigation					\$0.00
Fireline					\$0.00
Wastewater	Rate 7	LOWER		14.0	\$21,070.00
Local Benefit					\$0.00

**Total Service Cost Estimate** **\$85,428.00**

*Remark. This estimate is based on 14 EDUs for 5/8" water meters and 14 EDUs sewer - No Irrigation Meters Included.*

*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.*

Jackie Kneupper  
San Antonio Water System  
Counter Services  
210-233-3731



# Exhibit D



# CCHIP Agreement Term Sheet

## Proximity

**Project Name and location:** The Proximity project is located at 807, 811, 815 E. Elmira within the CRAG and Council District 1.

**Project Description:** Located within walking distance of the Pearl Brewery and Museum Reach. Proximity will create 14 for-sale housing units in 3 story attached modern townhomes. The project will also include green space, rooftop terraces and 2-car garages.

**Project Developer and POC:** Robert Widule, Couture Development, LLC

Incentive Package per CCHIP	Amount	Program Fees
City Fee Waiver.....	8,211.00.....	100.00
SAWS Fee Waiver..... -Eligible for 85,428.00 but unfunded	0.00.....	0.00
10-year tax increment reimbursement grant ..... - Excludes 2015 base value of \$169,980 - Projected end value of \$4,500,000	150,152.00.....	1,500.00
<b>TOTAL INCENTIVES AND PROGRAM FEES</b>	<b>\$158,363.00</b>	<b>\$1,600.00</b>

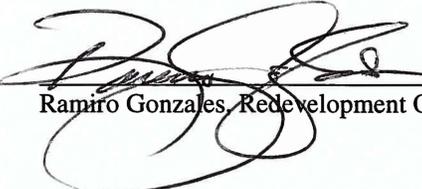
Program fees must be paid before execution of the final incentive agreement. All funding is subject to availability at the time of disbursement. The estimated tax reimbursement grant will be funded by the ad valorem tax increment generated by the project over the term of the grant. City fee waivers are funded by the General Fund. SAWS Fee Waivers are funded through an annual SAWS credit allocation. Loans are funded by the Inner City Incentive Fund and are subject to availability.

**Quoted incentives will be reserved for this project for up to 90 calendar days pending the execution of a CCHIP Incentive Agreement. If an Agreement has not been executed within 90 days from the receipt of this term sheet, then all quoted incentives will be forfeited and made available to other projects.**

Approvals:

 7/28/16  
 Sarah Esserlieu, Program Manager Date

 N/A  
 Erik "Clay" Lewis, Fiscal Analyst Date

 7/28/16  
 Ramiro Gonzales, Redevelopment Officer Date

# Exhibit E

# Bexar CAD

## Property Search Results > 109352 BRAUN GEORGE P for Year 2015

### Property

#### Account

Property ID:	109352	Legal Description:	NCB 829 BLK 3 LOT 8
Geographic ID:	00829-003-0080	Agent Code:	
Type:	Real		
Property Use Code:	001		
Property Use Description:	Single Family		

#### Location

Address:	807 E ELMIRA ST SAN ANTONIO, TX 78212	Mapsco:	616F3
Neighborhood:	TOBIN HILL SOUTH	Map ID:	
Neighborhood CD:	57035		

#### Owner

Name:	BRAUN GEORGE P	Owner ID:	74385
Mailing Address:	407 6TH ST SAN ANTONIO, TX 78215-1805	% Ownership:	100.0000000000%
		Exemptions:	

### Values

#### Taxing Jurisdiction

#### Improvement / Building

#### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES	R/1 Family not Farm Single	0.2160	9408.00	56.00	168.00	\$27,660	\$0

#### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$28,120	\$85,200	0	113,320	\$0	\$113,320
2015	\$22,880	\$27,660	0	50,540	\$0	\$50,540
2014	\$39,620	\$27,660	0	67,280	\$0	\$67,280
2013	\$38,080	\$27,660	0	65,740	\$0	\$65,740
2012	\$39,670	\$27,660	0	67,330	\$0	\$67,330

2011	\$42,040	\$27,660	0	69,700	\$0	\$69,700
------	----------	----------	---	--------	-----	----------

**Deed History - (Last 3 Deed Transactions)**

**2016 data current as of Jul 11 2016 12:47AM.**

**2015 and prior year data current as of Jun 10 2016 9:35AM**

**For property information, contact (210) 242-2432 or (210) 224-8511 or email.**

**For website information, contact (210) 242-2500.**

Website version: 1.2.2.7

Database last updated on: 7/11/2016 12:47 AM

© N. Harris Computer Corporation

# Bexar CAD

## Property Search Results > 109353 BRAUN GEORGE P for Year 2015

### Property

#### Account

Property ID:	109353	Legal Description:	NCB 829 BLK 3 LOT SW 50 FT OF 9
Geographic ID:	00829-003-0090	Agent Code:	
Type:	Real		
Property Use Code:	001		
Property Use Description:	Single Family		

#### Location

Address:	811 E ELMIRA ST SAN ANTONIO, TX 78212	Mapsco:	616F3
Neighborhood:	TOBIN HILL SOUTH	Map ID:	
Neighborhood CD:	57035		

#### Owner

Name:	BRAUN GEORGE P	Owner ID:	74385
Mailing Address:	407 6TH ST SAN ANTONIO, TX 78215-1805	% Ownership:	100.0000000000%
		Exemptions:	

### Values

#### Taxing Jurisdiction

#### Improvement / Building

#### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	VLR	Vacant Regular Lot	0.1928	8400.00	50.00	168.00	\$26,540	\$0

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$0	\$81,850	0	81,850	\$0	\$81,850
2015	\$0	\$26,540	0	26,540	\$0	\$26,540
2014	\$0	\$26,540	0	26,540	\$0	\$26,540
2013	\$0	\$26,540	0	26,540	\$0	\$26,540

2012	\$0	\$26,540	0	26,540	\$0	\$26,540
2011	\$0	\$26,540	0	26,540	\$0	\$26,540

**Deed History - (Last 3 Deed Transactions)**

**2016 data current as of Jul 11 2016 12:47AM.**

**2015 and prior year data current as of Jun 10 2016 9:35AM**

**For property information, contact (210) 242-2432 or (210) 224-8511 or email.**

**For website information, contact (210) 242-2500.**

Website version: 1.2.2.7

Database last updated on: 7/11/2016 12:47 AM

© N. Harris Computer Corporation

# Bexar CAD

## Property Search Results > 109354 LOVING TRUST OF WILLIAM & JOANNA H PARRISH for Year 2015

### Property

#### Account

Property ID:	109354	Legal Description:	NCB 829 BLK 3 LOT E 6.1 FT OF 9 & W 50 FT OF 10
Geographic ID:	00829-003-0100	Agent Code:	60585
Type:	Real		
Property Use Code:	001		
Property Use Description:	Single Family		

#### Location

Address:	815 E ELMIRA ST SAN ANTONIO, TX 78212	Mapsc0:	616F3
Neighborhood:	TOBIN HILL SOUTH	Map ID:	
Neighborhood CD:	57035		

#### Owner

Name:	LOVING TRUST OF WILLIAM & JOANNA H PARRISH	Owner ID:	2908847
Mailing Address:	11602 VERADERO ST SAN ANTONIO, TX 78216-3028	% Ownership:	100.0000000000%
		Exemptions:	

### Values

#### Taxing Jurisdiction

#### Improvement / Building

#### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES	R/1 Family not Farm Single	0.2160	9408.00	56.00	168.00	\$24,890	\$0

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$83,580	\$76,680	0	160,260	\$0	\$160,260
2015	\$68,010	\$24,890	0	92,900	\$0	\$92,900
2014	\$45,110	\$24,890	0	70,000	\$0	\$70,000
2013	\$44,410	\$24,890	0	69,300	\$0	\$69,300

2012	\$44,410	\$24,890	0	69,300	\$0	\$69,300
2011	\$50,390	\$24,890	0	75,280	\$0	\$75,280

**Deed History - (Last 3 Deed Transactions)**

**2016 data current as of Jul 11 2016 12:47AM.**

**2015 and prior year data current as of Jun 10 2016 9:35AM**

**For property information, contact (210) 242-2432 or (210) 224-8511 or email.**

**For website information, contact (210) 242-2500.**

Website version: 1.2.2.7

Database last updated on: 7/11/2016 12:47 AM

© N. Harris Computer Corporation

# Exhibit F

ICRIP ADMIN **Welcome Veronica**

ADMIN	Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
	8/17/2016 8:55:38 AM	6/22/2016	Approved	9/9/2016 8:18:28 AM	<input checked="" type="checkbox"/> City <input type="checkbox"/> SAWS <input type="checkbox"/> Council Approved <input type="checkbox"/> Special Expiration <input type="checkbox"/> EDD Project <input checked="" type="checkbox"/> CCHIP Project <input type="checkbox"/> Other CCDO Project
Status/Notes City fee waiver approved for this project only. SAWS not approved.					
<a href="#">Back To Home</a>					
<u>Activity History</u>					

SAWS  
SAWS Waived Amount:

CITY  
City Waived Amount:

**ICRIP Fee Waiver Form Information WaiverId For 1509.**

City Status: ACTIVE  
SAWS Status: NA

**APPLICANT INFORMATION**

Project Owner:

Developer Type:

Other Developer Type:

**APPLICANT POINT OF CONTACT**

Project Role:

Other Project Role:

Name:

Title:

Company Name:

Applicant Address:

City:

State:

Zip Code:

Phone:

Fax:

Email:

**PROJECT INFORMATION/DESCRIPTION**

Project Address:

City Council District:

Property/Parcel ID:

Acreage:   
 Proposed Land Used of Project:   
 Other Proposed Land Used of Project:   
 Housing Units Created:   
 Project Description:   
 Proposed Level of Investment:   
 Project Start Date:   
 Project Completion Date:   
 Current Zoning of Project Site:   
 Estimate of City Fees:   
 Applied for Other Incentive?:  Yes  No  
 If so, what Dept(s):   
 SAWS Sewer and Water Impact Fee?:  Yes  No  
 SAWS Amount:  No attachment record was found.  
 Request Submitted By: Web User  
 Request Submitted Date: 8/17/2016 8:55:38 AM  
 Last Modified By: 135133  
 Last Modified Date: 9/9/2016 8:18:28 AM  
 Request Status: Approved  
 Status Date: 9/9/2016 8:18:28 AM  
 Status Reason: City fee waiver approved for this project only. SAWS not approved.  
 SAWS Waived Amt:  
 SAWS Waived Date:  
 SAWS Who Waived:  
 City Waived Amt: \$8,211.00  
 City Who Waived: 135133  
 City Waived Date: 9/9/2016 8:16:11 AM  
 Council Approved: No  
 Est. Claim Date: 6/22/2016  
 City Approved: Yes  
 SAWS Approved: No  
 City Expiration Date:   
 SAWS Expiration Date:   
 Special Expiration: No  
 EDD Project: No  
 CCHIP Project: Yes  
 Other CCDO Project: No