

STATE OF TEXAS

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

COUNTY OF BEXAR

This Center City Housing Incentive Policy Agreement (hereinafter referred to as this "Agreement") is made and entered into by and among the City of San Antonio (the "CITY"), a municipal corporation of the State of Texas, acting by and through its City Manager or her designee and San Antonio Housing Facility Corporation, (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 approximately THREE HUNDRED (300) rental housing units in two (2) separate phases to be located at 906 N. Mittman St, San Antonio, TX 78202 (the "Project Site"), as more specifically described in **Exhibit A**; and

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately SIXTY-FOUR MILLION ONE HUNDRED NINETY-SIX THOUSAND DOLLARS AND 0 CENTS (\$64,196,000.00) in real property improvements, less land acquisition costs, within the boundaries of City Council District 2; and

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

WHEREAS, the CITY has identified funds to be made available to DEVELOPER in the form of 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, 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 certain funds as described herein and to waive certain fees; **NOW THEREFORE**:

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

ARTICLE I. AGREEMENT PURPOSE

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

ARTICLE II. AGREEMENT PERIOD

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

ARTICLE III. PROJECT REQUIREMENTS

A. The Project.

1. Investment. DEVELOPER shall invest approximately SIXTY-FOUR MILLION ONE HUNDRED NINETY-SIX THOUSAND DOLLARS AND 0 CENTS (\$64,196,000.00) (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 approximately three hundred (300) rental housing units in two (2) separate phases 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 July 31, 2015 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction of the two (2) separate phases no later than November 30, 2017 (the "Completion Date"), subject to Force Majeure as defined in this Agreement. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and CITY's receipt of correspondence from the general contractor for the Project certifying that construction has commenced. The Completion Date shall be determined by the issuance of 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 MILLION ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED AND EIGHTY-EIGHT DOLLARS AND 0 CENTS (\$1,149,888.00), 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. Fee Waivers. CITY is providing DEVELOPER with Fee Waivers in the approximate amount of ONE MILLION ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED AND EIGHTY-EIGHT DOLLARS AND 0 CENTS (\$1,149,888.00). The cumulative amount represents both City fee waivers in the approximate amount of ONE HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED AND EIGHTEEN DOLLARS AND 0 CENTS (\$178,118.00) and SAWS fee waivers in an approximate amount of NINE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED AND SEVENTY DOLLARS AND 0 CENTS (\$971,770.00). 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 E**.

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.

ARTICLE VI. RETENTION AND ACCESSIBILITY OF RECORDS

- A. DEVELOPER shall maintain the fiscal records and supporting documentation for expenditures of Incentives associated with this Agreement. DEVELOPER shall retain such records and any supporting documentation for the greater of: (1) five [5] years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.
- B. DEVELOPER shall, following reasonable advance written notice from the CITY, give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine all material records related to the cost of Project (the "Records") and the expenditure of the Incentives. CITY's access to the Records will be limited to information needed to verify that DEVELOPER is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the CITY. DEVELOPER shall not be required to disclose to the CITY any information that by law DEVELOPER is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require DEVELOPER to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole

cost of DEVELOPER. The rights to access the Records shall continue as long as the Records are retained by DEVELOPER. Failure to provide reasonable access to the Records to authorized CITY representatives shall be cause for CITY to provide notice of intent to suspend or terminate this Agreement as provided for herein, or any portion thereof, for reason of default. Notwithstanding Section A above, all Records shall be retained by DEVELOPER for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed.

ARTICLE VII. MONITORING

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

ARTICLE VIII. DEFAULT/CURE PERIOD/SUSPENSION

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

B. In the case of default for causes beyond DEVELOPER's reasonable control, which cannot with due diligence be cured within the Cure Period, CITY may, in its sole discretion, extend the Cure Period provided that DEVELOPER shall: (1) immediately upon receipt of Notice of Default advise CITY of DEVELOPER's intention to institute all steps necessary to cure such default and the associated time frame; and (2) institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

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

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

ARTICLE IX. TERMINATION

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

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

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

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

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

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

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

ARTICLE X. NOTICE

Any notice required or permitted to be given hereunder by one Party to the other shall be in writing

and the same shall be given and shall be deemed to have been served and given if: (a) delivered in person to the address set forth herein below for the Party to whom the notice is given; (b) placed in the United States mail with postage prepaid, return receipt requested, properly addressed to such Party at the address hereinafter specified; or (c) deposited, with fees prepaid, into the custody of a nationally recognized overnight delivery service such as FedEx, addressed to such Party at the address hereinafter specified. Any notice mailed in the above manner shall be effective two (2) business days following its deposit into the custody of the United States Postal Service or one (1) business day following its deposit into the custody of such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. From time to time, either Party may designate another address for all purposes under this Agreement by giving the other Party no less than ten (10) calendar days advance written notice of such change of address in accordance with the provisions hereof.

If intended for CITY, to:

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

If intended for DEVELOPER, to:
Corporation

San Antonio Housing Facility

San Antonio Housing Authority Affiliate
818 S. Flores Street,
San Antonio, TX 78204

And

McCormack Baron Salazar, Inc.
454 Soledad Street, Suite 300
San Antonio, TX 78205-1555
Attention: Louis J. Bernardy

ARTICLE XI. 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 XII. 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 XIII. 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 XIV. 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 XV. 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 XVI. 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.

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 XVII. 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 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 XVIII. 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 XIX. 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 XX. ASSIGNMENT

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

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

ARTICLE XXI. 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 XXII. 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.

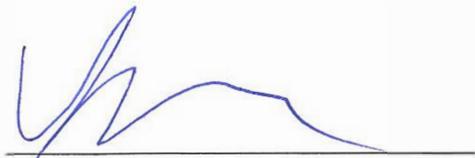
Exhibit A	Legal Description of Property
Exhibit B	Center City Housing Incentive Policy
Exhibit C	Developer's CCHIP Application
Exhibit D	CCHIP Agreement Term Sheet
Exhibit E	Fee Waiver Transmittal

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of September 4, 2015
(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:
SAN ANTONIO HOUSING
FACILITY CORPORATION, a
San Antonio Housing Authority
Affiliate

By: Ed Hinojosa 8/21
NAME: Ed Hinojosa
TITLE: Asst. Secretary/Treasurer

APPROVED AS TO FORM:


CITY ATTORNEY

Exhibit A

Legal Description of Property

EXHIBIT "A"

TRACT 1: LOTS TWENTY-ONE (21) AND TWENTY-TWO (22) IN BLOCK FOUR (4) NEW CITY BLOCK THIRTEEN HUNDRED TWENTY-SIX (1326) AS SHOWN BY THE PLAT RECORDED IN VOLUME 980, PAGE 139 OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS.

TRACT 2: LOTS TWENTY-THREE (22) TO THIRTY (30) IN BLOCK FOUR (4) NEW CITY BLOCK THIRTEEN HUNDRED TWENTY-SIX (1326), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, IN BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 980, PAGE 139 OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS.

TRACT 3: THE EASTERN PORTION OF LOT 3 AND ALL OF LOT 4 IN BLOCK 9, NEW CITY BLOCK 1327, FRONTING TOGETHER 124 FEET ON THE SOUTH SIDE OF LOGAN STREET, WITHIN CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, IN BEXAR COUNTY, TEXAS, AND EXTENDING BACK BETWEEN PARALLEL LINES 153.85 FEET, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1319, PAGE 253, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 4: [intentionally deleted]

TRACT 5: THE EASTERN PORTION OF LOT 10 AND THE WEST 22 FEET OF LOT 11, IN BLOCK 9 NEW CITY BLOCK 1327 FRONTING AN AGGREGATE OF 84 FEET ON THE NORTH SIDE OF HAYS STREET EXTENDING BACK BETWEEN PARALLEL LINES A DISTANCE OF 153.85 FEET, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1123, PAGE 537 OF THE DEED RECORDS OF SAID COUNTY.

TRACT 6: THE EAST 40 FEET OF LOT 11, IN BLOCK 9, NEW CITY BLOCK 1327, FRONTING 40 FEET ON THE NORTH SIDE OF HAYS STREET, EXTENDING NORTH BETWEEN PARALLEL LINES, 153.85 FEET ALONG THE SIDE OF MITTMAN STREET, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 381, PAGE 632, OF THE DEED RECORDS OF SAID COUNTY

TRACT 7: LOTS 18 AND 19 IN NEW CITY BLOCK 1327 AS SHOWN BY THE PLAT OF THE RESUBDIVISION OF LOTS 5, 6, 7, 12, 13 AND 14, IN SAID BLOCK WHICH RE-SUBDIVISION PLAT IS RECORDED IN VOLUME 980, PAGE 272 OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS.

TRACT 8 : LOT 24 IN NEW CITY BLOCK 1327 AS SHOWN BY THE PLAT OF THE RESUBDIVISION OF LOTS 5, 6, 7, 12, 13 AND 14, IN SAID BLOCK WHICH RE-SUBDIVISION PLAT IS RECORDED IN VOLUME 980, PAGE 272 OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS.

TRACT 9: LOTS FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), TWENTY (20), TWENTY-ONE (21), TWENTYTWO (22), TWENTY-THREE (23), AND TWENTY-FIVE (25), IN NEW CITY BLOCK 1327 AS SHOWN BY THE PLAT OF THE RESUBDIVISION OF LOTS 5, 6, 7, 12, 13 AND 14, IN SAID BLOCK WHICH RE-SUBDIVISION PLAT IS RECORDED IN VOLUME 980, PAGE 272 OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS.

TRACT 13: LOTS ONE (1), TWO (2), TWO AND ONE-HALF (2 ²), EIGHT (8), AND NINE AND ONE-HALF (9 ²), BLOCK FIFTEEN (15), NEW CITY BLOCK 1329, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 642, PAGE 183, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

TRACT 14: LOT NINE (9), BLOCK FIFTEEN (15), NEW CITY BLOCK 1329, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 642, PAGE 183, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

TRACT 15 : LOT ONE (1), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 751, PAGE 287 AND VOLUME 961, PAGE 203 OF THE DEED RECORDS OF SAID COUNTY.

TRACT 16: LOT TWO (2), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1523, PAGE 469 AND VOLUME 1573, PAGE 546 OF THE DEED RECORDS OF SAID COUNTY.

TRACT 17: LOT THREE (3), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY CONVEYED BY HERMAN & LENA KOEPP TO ANDREW AND MARIA ANITA BRISENO BY DEED RECORDED IN VOLUME 691, PAGE 122 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS, AND BY SAID ANDREW AND MARIA ANITA BRISENO TO MRS L.C. LONG (THIS GRANTOR) BY DEED RECORDED IN VOLUME 783, PAGE 201 OF SAID DEED RECORDS, TOGETHER WITH ALL IMPROVEMENTS THEREON, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 783, PAGE 201, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 18: LOT FOUR (4), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY.

TRACT 19: LOT FIVE (5), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY.

TRACT 20: LOT SIX (6), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 684, PAGE 205, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 21: LOT SEVEN (7), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY.

TRACT 22: LOT EIGHT (8), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 959, PAGE 141, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 23: LOT NINE (9), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 723, PAGE 429, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 24: LOT TEN (10), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 723, PAGE 429, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 25: LOTS ELEVEN (11), AND TWELVE (12) IN BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 723, PAGE 429, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 26: LOT THIRTEEN (13), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 67, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 879, PAGE 565, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 27: LOT FOURTEEN (14), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 200, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 963, PAGE 17, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 28: LOT FIFTEEN (15), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 200, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1543, PAGE 99, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 29: LOT SIXTEEN (16), BLOCK EIGHT (8), NEW CITY BLOCK THIRTEEN HUNDRED FORTY-FIVE (1345), SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, AS SHOWN BY THE PLAT RECORDED IN VOLUME 642, PAGE 200, OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS, AND ALSO THE PLAT RECORDED IN VOLUME 929, PAGES 501-3 OF THE DEED RECORDS OF SAID COUNTY, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 723, PAGE 429, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 30: LOTS ONE (1) AND TWO (2), IN THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), SAID LOTS 1 AND 2 TOGETHER FRONTING 86.56 FEET ON THE SOUTH SIDE OF HARRISON STREET, 78 FEET ON THE EAST SIDE OF NORTH GEVERA STREET, AND 86.56 FEET ON THE NORTH SIDE OF PENN STREET, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 547, PAGE 234, AND VOLUME 1079, PAGE 481, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 31: LOTS THREE (3) AND FOUR (4), IN THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), SAID LOTS 1 AND 2 TOGETHER FRONTING 86.56 FEET ON THE SOUTH SIDE OF HARRISON STREET, 78 FEET ON THE EAST SIDE OF NORTH GEVERA STREET, AND 86.56 FEET ON THE NORTH SIDE OF PENN STREET, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 547, PAGE 234, AND VOLUME 583, PAGE 533, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 32: LOT NO. FIVE (5) AND THE WEST FOURTEEN (14) FEET OF LOT NO. SIX (6), IN THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), THE TOTAL FRONTAGE OF THE PROPERTY HEREBY CONVEYED BEING 57.28 FEET ON THE SOUTH SIDE IF HARRISON STREET, EXTENDING BACK BETWEEN PARALLEL LINES TO THE NORTH LINE OF PENN STREET IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

TRACT 33: LOT NO. SEVEN (7) AND THE EAST 29.28 FEET OF LOT NO. SIX (6), IN THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), THE TOTAL FRONTAGE OF THE PROPERTY HEREBY CONVEYED BEING 72.56 FEET ON THE SOUTH SIDE IF HARRISON STREET, AND EXTENDING BACK BETWEEN PARALLEL LINES TO THE NORTH LINE OF PENN STREET, AND BEING THE PROPERTY DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 210, PAGE 563, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 34: LOT NO. EIGHT (8), IN THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), FRONTING 43.28 FEET ON THE SOUTH SIDE OF HARRISON STREET, AND EXTENDING BACK BETWEEN PARALLEL LINES TO THE NORTH LINE OF PENN STREET, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 210, PAGE 563, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 35: LOTS NINE (9) AND TEN (10), IN THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), SAID LOTS TOGETHER FRONTING 86.56 FEET ON THE SOUTH SIDE OF HARRISON STREET, AND EXTENDING SOUTH ALONG THE WEST LINE OF MITTMAN STREET TO THE NORTH LINE OF PENN STREET, ON WHICH SAID PROPERTY FACES 86.56 FEET, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 761, PAGE 375, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 36: LOTS 11, 12, 13, 14, 15 AND THE WEST 28 FEET OF LOT 16, IN THE RESUBDIVISION OF BLOCK 3, OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK 1346, SAID PROPERTY FRONTING AS A WHOLE 244.40 FEET ON THE SOUTH SIDE OF PENN STREET, AND THE SAME DISTANCE ON THE NORTH SIDE OF E. SPRING STREET, AND 78 FEET ON THE EAST SIDE OF NORTH GEVERA STREET, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 763, PAGE 366, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 37: THE EAST 15.28 FEET OF LOT 16 AND ALL OF LOTS 17 AND 18 IN THE RESUBDIVISION OF BLOCK 3, OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, IN NEW CITY BLOCK 1346, WITHIN THE CORPORATE LIMITS OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS. TRACT 38: LOTS NINETEEN (19) AND TWENTY (20), IN THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), SAID LOTS TOGETHER FRONTING 86.56 FEET ON THE SOUTH SIDE OF PENN STREET AND 86.56 FEET ON THE NORTH SIDE OF E. SPRING STREET, AND 78 FEET ON THE WEST SIDE OF MITTMAN STREET, AND BEING THE SAME PROPERTY DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 761, PAGE 375, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 39: LOT TWENTY-ONE (21), OF THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), FRONTING 43.28 FEET ON THE SOUTH SIDE OF E. SPRING STREET AND 43.28 FEET ON THE NORTH SIDE OF LOGAN STREET, AND 78 FEET ON THE EAST SIDE OF NORTH GEVERS STREET, AND BEING DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1031, PAGE 277, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 40: LOT TWENTY-TWO (22), OF THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), SAID LOT FRONTING 43.28 FEET ON THE SOUTH SIDE OF E. SPRING STREET AND 43.28 FEET ON THE NORTH SIDE OF LOGAN STREET, AND BEING DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 44, PAGE 286, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 41: LOT NO. TWENTY-THREE (23), OF THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), SAID LOT FRONTING 43.28 FEET ON THE SOUTH SIDE OF E. SPRING STREET AND 43.28 FEET ON THE NORTH SIDE OF LOGAN STREET, AND BEING DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1159, PAGE 523, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 42: LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25) OF THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), SAID LOTS TOGETHER FRONTING 86.56 FEET ON THE SOUTH SIDE OF E. SPRING STREET AND ON THE NORTH SIDE OF LOGAN STREET, AND BEING DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1389, PAGE 375, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 43: LOT NO. TWENTY-SIX (26), OF THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), FRONTING 43.28 FEET ON THE SOUTH SIDE OF E. SPRING STREET AND 43.28 FEET ON THE NORTH SIDE OF LOGAN STREET, AND BEING DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1673, PAGE 423, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 44: LOT NO. TWENTY-SEVEN (27), OF THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), SAID LOT FRONTING 43.28 FEET ON THE SOUTH SIDE OF E. SPRING STREET AND 43.28 FEET ON THE NORTH SIDE OF LOGAN STREET, AND BEING DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1679, PAGE 363, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 45: LOT NO. TWENTY-EIGHT (28), OF THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), SAID LOT FRONTING 43.28 FEET ON THE SOUTH SIDE OF E. SPRING STREET AND 43.28 FEET ON THE NORTH SIDE OF LOGAN STREET, AND BEING DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 1679, PAGE 496, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 46: LOTS TWENTY-NINE (29) AND THIRTY (30) OF THE RESUBDIVISION OF BLOCK THREE (3), OF THE SUBDIVISION OF OLD CITY LOT 7, RANGE 3, DISTRICT 1, NEW CITY BLOCK THIRTEEN HUNDRED FORTY-SIX (1346), FRONTING TOGETHER 86.56 FEET ON THE SOUTH SIDE OF E. SPRING STREET, 78 FEET ON THE WEST SIDE OF MITTMAN STREET, AND 86.56 FEET ON THE NORTH SIDE OF LOGAN STREET, AND BEING DESCRIBED IN AN INSTRUMENT RECORDED IN VOLUME 864, PAGE 181, OF THE DEED RECORDS OF SAID COUNTY.

TRACT 47: [intentionally deleted]

TRACT 48: [intentionally deleted]

Exhibit B

Center City Housing Incentive Policy

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

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

Section 4. Fee Waivers

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

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

Section 5. Real Property Tax Reimbursement Grant

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

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

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

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

Section 6. Inner City Incentive Fund Loan

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

1. Mixed Income
2. Community Use
3. Adaptive Reuse
4. Brownfield Redevelopment
5. Historic Rehabilitation
6. High-rise Residential Development
7. Student Housing
8. Transit Oriented Development within 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.

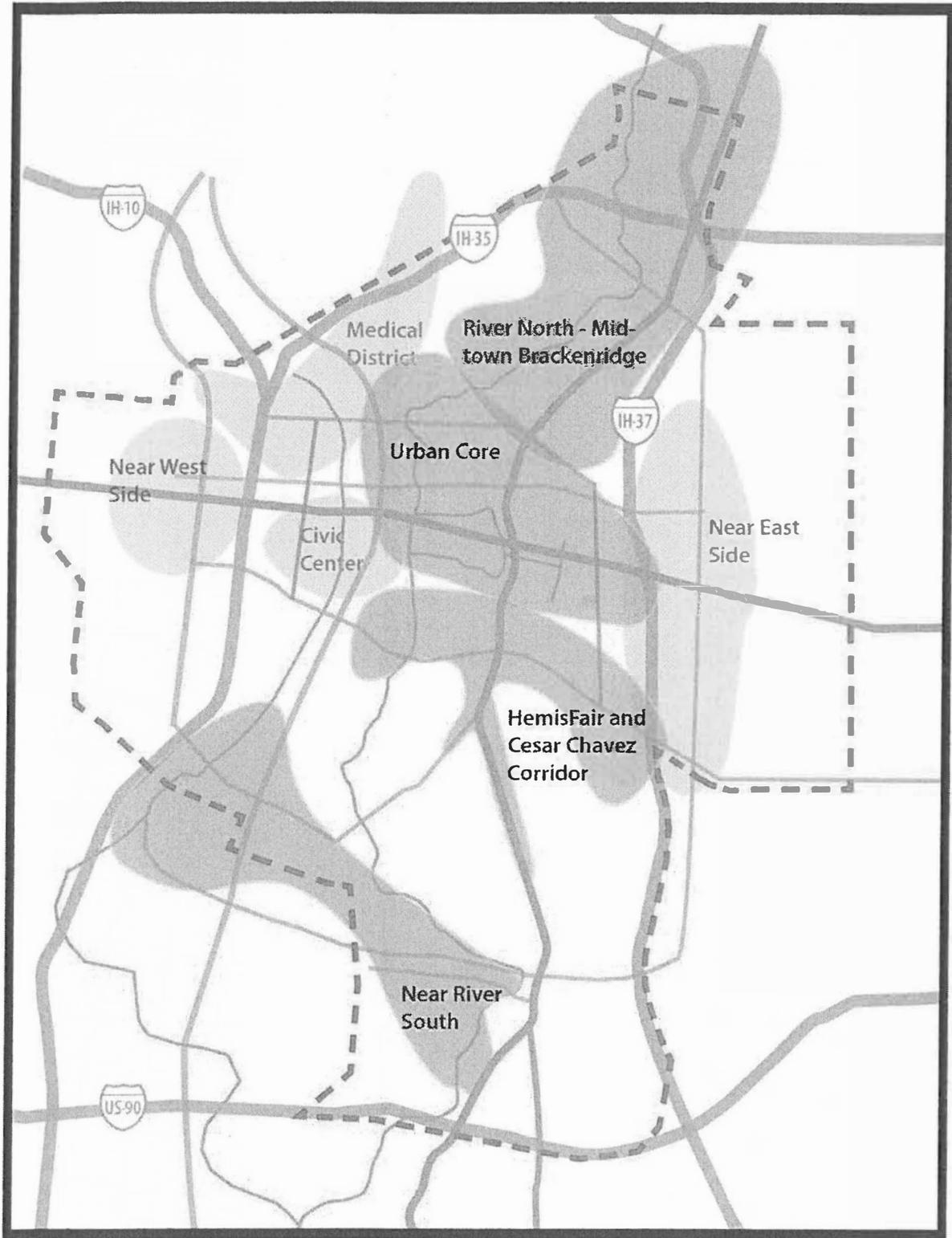
Section 11. Administration of the CCHIP

The Center City Development Office will administer the CCHIP.

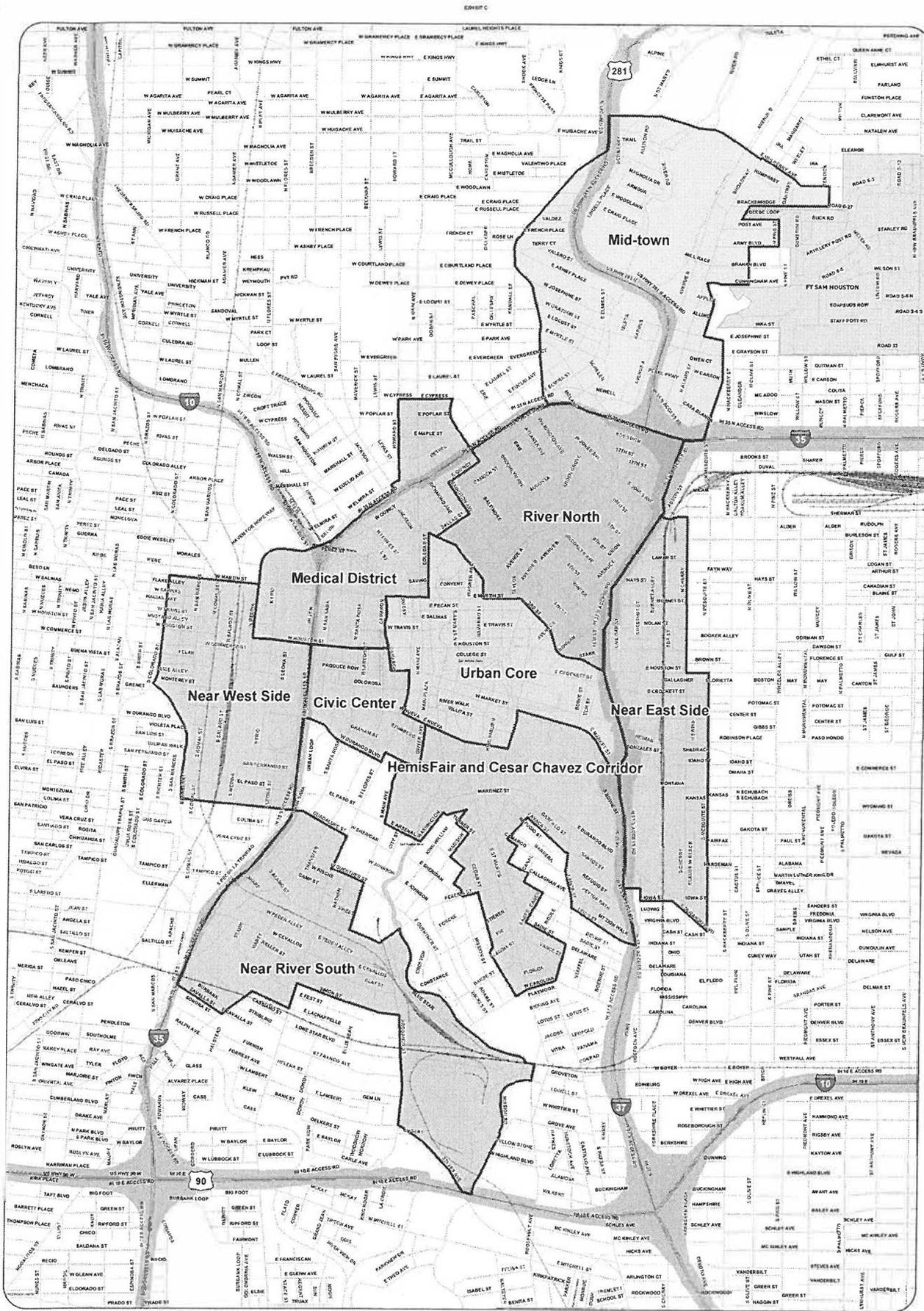
Section 12. Legal Documents

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 B



**DOWNTOWN STRATEGIC FRAMEWORK PLAN
TARGET GROWTH AREAS**



Tier 1
 Tier 2
 Tier 3
 Tier 4

City of San Antonio

Target Growth Areas and Incentive Tiers



0 500 1,000 Feet



Planning Department
 400 West Commerce Street, Suite 1000
 San Antonio, TX 78205
 (210) 204-2000
 www.sanantonio.gov

Street Boundaries for Housing Growth Areas

Tier 1

Urban Core

The area bounded by Navarro St. from Soledad St., southeast to E. Martin St. continuing southeast along 3rd St. to Bonham St., east along Houston St. to IH 37 / US Hwy 281, south to E. Market St., north and west along E. Market St. to S. Alamo St., south to E. Nueva St., west to S. Flores St., north to Commerce St., west to Camaron St., north to W. Martin St., east to Soledad St., and north to Navarro St.

Tier 2

Medical District

The area bounded by W. Cypress St. from Howard St., east to McCullough Ave., south to E. Quincy St., west to Lexington Ave., south to Dallas St., west to Navarro St., north to Soledad St., south to Martin St., west to Camaron St., south to W. Houston, west to N. Medina St., north to N. Frio St continuing as Perez St. to the IH 10 / IH 35 Junction, northeast along IH 35 to San Pedro Ave., north to W. Elmira St., east to Howard St., and north to W. Cypress St.

Near West Side

The area bounded by W. Martin St. from N. Colorado St., east to N. Medina St., south to W. Houston St., east to IH10 / IH35, south to Guadalupe St., west to Alazan Creek, north and west to S. Colorado St., and north to W. Martin St.

Civic Center

The area bounded by IH10 / IH35 from W. Houston St., east to Camaron St., south to W. Commerce St., east to N. Flores St., south to W. Nueva St., east to Dwyer Ave., south to Old Guilbeau St., west to S. Flores St., south to Cesar Chavez Blvd., west to IH10 / IH35, and north to W. Houston St.

Near East Side

The area bounded by N. Cherry St. from Sherman St., south to Nolan St., east to N. Mesquite St., south to E. Durango Blvd., west to Iowa St., west to Hoefgen Ave., north to Parsons, west along Parsons to IH37 / US Hwy 281, north along IH37 / US Hwy 281 to E. Jones Ave., east across Austin St. and the Union Pacific Railroad tracks to Sherman St., and east to N. Cherry St.

Hemisfair and Cesar Chavez Corridor

The area bounded by E. Nueva St. from Dwyer Ave., east to S. Alamo St., north to E. Market St., east to IH37 / US Hwy 281, south to Leigh St., west along Leigh St. to Labor St., north to Lavaca St., west to Matagorda St., southwest to Camargo St., east to San Arturo St., south to Callaghan Ave., east to Canal St., south to Leigh St., east to Eager St., south to Sadie St., east to Labor St., south to Carolina St., west to Cedar St., north to Pereida St., west to Mission St., north to S. Alamo St., east to Beauregard St., west to Madison St., northeast to Turner St., west to King William St., north to Washington St., southwest along Washington St. to Turner St., west to Washington St., southwest to E. Arsenal St., west to S. Main Ave., north to Old Guilbeau St., east to Dwyer Ave., and north to E. Nueva St.

Near River South

The area bounded by Guadalupe St. from IH10 / IH35, east to S. Flores St., south to W. Guenther St., east to S. Main Ave., south to S. Alamo St., east then north along S. Alamo St. to the San Antonio River, southeast along the San Antonio River to the Union Pacific Railroad, east to S. St. Mary's St., south to Mission Rd., west and south along Mission Rd. to IH10 / US Hwy 90, west to Steves Ave., north to Probandt St., north to Simon St., west to S. Flores St., south to W. LaChapelle St., west to Nogalitos St., south to W. Zavalla St., west to IH10 / IH35, and north and east along IH10 / IH35 to Guadalupe St.

Tier 3

River North

The area bounded by IH 35 N from McCullough Ave, north and east to the US Hwy 281 Junction, south along US Hwy 281 to E. Houston St., west to 3rd St., north and west along 3rd St. continuing west as Martin St. to Navarro St., north and west to Dallas St., east to Lexington Ave., north to E. Quincy St., east to McCullough Ave., and north to IH 35 N.

Tier 4

Midtown

The area bounded by E. Mulberry Ave from US HWY 281, east to Tendick St., south to Brackenridge Ave., west to the eastern boundary of parcel 1079569, south to the northern boundary of parcel 148441, east along the northern boundaries of parcels 148442 – 148453 to N. Pine St, south to Army Blvd, west to Haywood Ave., south to Cunningham Ave, west to Broadway, south along N. Alamo St to E. Josephine St, south along Austin St. to IH 35, west to N. St. Mary's St., north and east to US Hwy 281, and west and north along US Hwy 281 to E. Mulberry Ave.

Center City Housing Incentive Policy (CCHIP) Scoring Matrix

Minimum eligibility: Project must be located in the CRAG and create at least two housing units (1) on a single lot or (2) at a density of 16 units per acre. See table below for additional eligibility requirements.

Incentive	Description	Other Eligibility Requirements	Incentive Terms		
Fee Waivers	Waiver of City of San Antonio fees and SAWS impact fees	None	Waiver of eligible City fees and 100% of SAWS water and sewer impact fees		
Tax Reimbursement Grant**	Annual rebate to developer of taxes paid to the City on the improved value of the property. Rebate percentage based on TIRZ participation.**	None	Located in CRAG only	10 years	
			Located in Incentive Tier	15 years	
			Brownfield or Adaptive Reuse project located in the CRAG	15 years	
ICIF Loan	Low interest, 7-year loan calculated per housing unit.***	Located in an Incentive Tier AND classified in at least one project category****	Incentive Tier	One Category	Two or More Categories
			Tier 1	\$3,000	\$6,000
			Tier 2	\$1,500	\$3,000
			Tier 3	\$1,000	\$2,000
			Tier 4	\$500	\$1,000
ICIF Loan Bonus	Low interest, 7-year loan calculated per housing unit	Located in an Incentive Tier AND includes structured parking AND/OR includes low impact development features	Includes structured parking	\$1,000	
			Includes low impact development	\$500	
Mixed-Use Forgivable Loan	0%, 5-year forgivable loan for tenant finish out improvements.*****	Located in an Incentive Tier AND includes retail and/or commercial office space on first floor	Includes retail space	\$20 per square foot	
			Includes commercial office space	\$10 per square foot	

* Historic Exemption Tax Credit, if applicable, to be applied in parallel - no taxes in years 1-5, 50% taxes in years 6-10. Tax Reimbursement Grant will rebate any payment made over the base during years 1-15, as applicable based on project location. Project must maintain first year rental rate for 10% of units throughout grant term.

** Projects not located in a TIRZ would receive a rebate of 66% of the taxes paid to the City. TIRZ projects would be rebated based on participation level of the TIRZ.

*** Loan rate is fixed equal to the one year LIBOR rate plus 75 basis points, with interest compounding annually.

**** Project Categories: Mixed Income, Community Use, Adaptive Reuse, Brownfield Re-development, Historic Rehabilitation, High-rise Residential Development, Student Housing, Transit-oriented Development within 1/4 mile of the West Side Multi-modal Center or Robert Thompson Transit Center.

***** Forgivable over 5 years at 20% per year. Loan proceeds must pass-through to tenant and space must remain leased for at least 80% of the term.

Exhibit C

Developer's CCHIP Application



Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: Louis J. Bernardy Title: Vice President
 Company: McCormack Baron Salazar, Inc.
 Project Role: Developer and Project Manager
 Address, City, ST, ZIP: 454 Soledad Street, Suite 300, San Antonio, TX 78205-1555
 Phone: _ Fax: Email: _____

Project Information

Project Owner / Developer: San Antonio Housing Authority
 Other Associated Entities and Roles: _____
 Project Name: Wheatley Courts Choice Neighborhood Initiative Development - Phases 2 & 3
 Project Site Address: 906 Mittman Street, San Antonio, Tx
 Start Date: 04/2015 Completion Date: 12/2018
 Cost of public improvements: \$ 6,500,000.00
 Estimated total project cost: \$ 64,196,000.00 (including public improvements)
 Housing units created: 300 Rentals For Sale
 Housing units per acre: 26
 Target rental price per square foot: \$ _____ / Target sales price per square foot: \$ 0.00
 Square feet of retail space: 0 Square feet of commercial office space: 4300
 Estimated number of new jobs to be created, if any: 200

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 #: 2 Current Zoning: Per Attached Ordinance

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

Property ID#: 114229, 114228, 113984, 113985, 113986, 114003 Acreage: 12.98

Current Value: Land: \$ 197,620.00 Improvements: \$ 0.00

Additional Information

1. Has the project owner/developer or any of its affiliates been cited, currently under investigation, or have litigation pending for any violations of Federal, State, County and/or City laws, codes or ordinances?

- No
- Yes (please indicate nature/status of the violations on additional page(s))

2. SAWS Impact Fees (if seeking waiver)

Estimate of water and sewer impact fees: \$ 971,770.00 (must obtain written estimate from SAWS)

Projected time to install water/sewer services: (season and year) See Attached

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

- Equity
- Conventional Bank Financing
- Other: City CDBG and Home Funds, SAHA HUD CNI, RHF Funds and Other SAHA funds
- Housing Tax Credits
- HUD Loans

Required Attachments

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

CCHIP INCENTIVE ESTIMATOR

Wheatley Courts - Phase 1 & 2

Project Input	
Location	
Incentive Tier	NONE
Located in a TIRZ	NO
TIRZ Participation Level	0%
Type	
Brownfield or Adaptive Reuse	NO
Project Categories Met	NONE
Details	
Base Value	197,620
Projected End Value	54,196,000
Number of Housing Units	200
Office Space (SF)	4,300
Retail Space (SF)	0
Structured Parking	NO
LID	NO

INCENTIVE CALCULATION

City Fee Waiver	\$ 178,118	User Entry
SAWS Fee Waiver	\$ 971,770	User Entry
Tax Reimbursement Grant	\$ -	NOT APPLICABLE
ICIF Loan	\$ -	
ICIF Loan Bonus	\$ -	
Mixed Use Loan	\$ -	
TOTAL CCHIP INCENTIVES	\$ 1,149,888	

Applicable Tax Rate	.0035419
Applicable Tax Rebate Term	10

Wheatley Courts Redevelopment - CCHIP Application Data

3/6/2015

Activity	Description	Phase(s)	New Housing Units	New Commercial Space (SF)	Est' d Cost/ Values	Construction Start Date
Site Preparation	Abatement, demolition, mass grading	2 & 3			\$6,014,000	9/1/2014
Mixed-Income Housing	Multifamily	2	220	4,300	\$40,682,000	4/30/2015
Public Improvements	Streetscape, streets, water & sewer	2 & 3			\$7,500,000	7/1/2015
Affordable Housing	Senior	3	80		\$10,000,000	2/28/2016
Site Preparation	Abatement, demolition, mass grading	4			\$3,000,000	2/1/2016
Mixed-Income Housing	Multifamily	4	117		\$22,000,000	10/1/2016
Public Improvements	Streetscape, streets, water & sewer	4			\$4,000,000	12/1/2016
			417	4,300	\$93,196,000	

PLAN FEE ESTIMATOR

Commercial/Residential: **COMMER** ▼

Type of Work: **NEW** ▼

Tree Affidavit Option: **A1** ▼

of Acres: 12.98

Valuation: 64196000

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

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

Minimum Fees Due at Time of Submission:

Fee Type	Fee Amount
PLAN REVIEW FEE	\$34,216.40
TREE CANOPY - COMMERCIAL	\$325.00
AFFIDAVIT FEE COMMER TREE PRESERV	\$975.00
TECH SURCHARGE	\$1,026.49
DEV SVC SURCHARGE	\$1,026.49
TOTAL:	\$37,569.38

Minimum Fees Due for Permit Issuance:

Fee Type	Fee Amount
PERMIT FEE BUILDING	\$128,802.00
LANDSCAPE FEE	\$3,791.30
TECH SURCHARGE	\$3,977.80
DEV SVC SURCHARGE	\$3,977.80
TOTAL:	\$140,548.90

\$ 178,118.28

Wheatley Courts Impact Fees Waiver						02/25/15
Unit EDUs	Water EDUs value	Water impact fees	Sewer EDUs value	Sewer impact fees	Total	New Housing Units
Phase 2						
110	3391	\$373,010	1505	\$165,550	\$538,560	220
Phase 3						
40	3391	135640	1505	\$60,200	\$195,840	80
Phase 4						
58.5	3391	\$198,374	1505	\$88,043	\$286,416	117
208.5						417
Total		\$707,024		\$313,793	\$1,020,816	
Irrigation EDUs						
Phase 2						
4	3391				\$189,896	
Phase 3						
1	3391				\$47,474	
Phase 4						
3	3391				\$142,422	
8						
Total					\$379,792	

Total request for all phases

\$1,400,608



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

SERVICE COST ESTIMATE

Date 6/20/2014 Applicant Wheatly Courts

Mailing Address _____

Phone No. _____ Type of Business Apartments

Service Address _____ Lot Number _____ Block No. _____

Map No. 172-580 ICL/OCL _____

Service Level 3 Plat # _____

Service 1

Service 2

Service 3

Size Domestic Size Irrigation Size _____

Water Impact Fees 707,023.50 379,792.00 _____

Wastewater Impact Fees 313,792.50 _____

(If Applicable)

Service Line Fees _____

Lateral Fees _____

Additional Fees _____

(Local Benefit, ProRata, Fire Flow, etc)

\$ 1,020,816.00 **\$ 379,792.00** **\$ -**

Total Service Cost Estimate **\$ 1,400,608.00**

Remarks: IMPACT FEE Based on 417 Units =208.5 EDU's X \$3,391.00
 Sewer Lower \$1,505.00 per EDU / 8 Irrigation Meters

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.

LAWRENCE TOVAR
 Counter Services Division
 Phone: 210 233-2009

Bexar CAD

Property Search Results > 114003 SAN ANTONIO HOUSING AUTHORITY for Year 2015

Property

Account

Property ID: 114003 Legal Description: NCB 1329 BLK LOT ALL OF BLK
 Geographic ID: 01329-015-0010 Agent Code:
 Type: Real
 Property Use Code: 5000
 Property Use Description: EXEMPT - TOTAL EXEMPT

Location

Address: 1912 HAYS ST Mapsco: 617D4
 SAN ANTONIO, TX 78202
 Neighborhood: NBHD code11820 Map ID:
 Neighborhood CD: 11820

Owner

Name: SAN ANTONIO HOUSING AUTHORITY Owner ID: 88880
 Mailing Address: 818 S FLORES ST % Ownership: 100.000000000000%
 SAN ANTONIO, TX 78204-1400
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: SAN ANTONIO HOUSING AUTHORITY
 % Ownership: 100.000000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A

10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA011	San Antonio TIF #11 Inner City	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	2.2803	99329.87	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$0	\$149,000	0	149,000	\$0	\$149,000
2013	\$0	\$149,000	0	149,000	\$0	\$149,000
2012	\$0	\$0	0	0	\$0	\$0
2011	\$0	\$0	0	0	\$0	\$0
2010	\$0	\$0	0	0	\$0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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2015 data current as of Mar 2 2015 12:40AM.
2014 and prior year data current as of Mar 1 2015 5:28PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

This year is not certified and ALL values will be represented with "N/A".

Bexar CAD

Property Search Results > 113986 SAN ANTONIO HOUSING AUTHORITY for Year 2015

Property

Account

Property ID: 113986 Legal Description: NCB 1327 BLK 4 LOT 1 THRU 25
 Geographic ID: 01327-004-0010 Agent Code:
 Type: Real
 Property Use Code: 5000
 Property Use Description: EXEMPT - TOTAL EXEMPT

Location

Address: 200 ARTHUR Mapsco: 617D4
 SAN ANTONIO, TX 78202
 Neighborhood: NBHD code11820 Map ID:
 Neighborhood CD: 11820

Owner

Name: SAN ANTONIO HOUSING AUTHORITY Owner ID: 88880
 Mailing Address: 818 S FLORES ST % Ownership: 100.0000000000%
 SAN ANTONIO, TX 78204-1400
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: SAN ANTONIO HOUSING AUTHORITY
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A

10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA011	San Antonio TIF #11 Inner City	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			

Taxes w/Current Exemptions: N/A
 Taxes w/o Exemptions: N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	3.0587	133238.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$0	\$0	0	0	\$0	\$0
2013	\$0	\$0	0	0	\$0	\$0
2012	\$0	\$0	0	0	\$0	\$0
2011	\$0	\$0	0	0	\$0	\$0
2010	\$0	\$0	0	0	\$0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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2015 data current as of Mar 2 2015 12:40AM.
 2014 and prior year data current as of Mar 1 2015 5:28PM
 For property information, contact (210) 242-2432 or (210) 224-8511 or email.
 For website information, contact (210) 242-2500.

This year is not certified and ALL values will be represented with "N/A".

Bexar CAD

Property Search Results > 113985 CITY OF SAN ANTONIO for Year 2015

Property

Account

Property ID: 113985 Legal Description: NCB 1326 BLK 4 LOT 23 THRU 30 INC
 Geographic ID: 01326-004-0230 Agent Code:
 Type: Real
 Property Use Code: 5000
 Property Use Description: EXEMPT - TOTAL EXEMPT

Location

Address: ARTHUR SAN ANTONIO, TX 78202 Mapsco: 617D4
 Neighborhood: NBHD code11820 Map ID:
 Neighborhood CD: 11820

Owner

Name: CITY OF SAN ANTONIO Owner ID: 70010
 Mailing Address: PO BOX 839975 % Ownership: 100.000000000000%
 SAN ANTONIO, TX 78283-3975
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: CITY OF SAN ANTONIO
 % Ownership: 100.000000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A

10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA011	San Antonio TIF #11 Inner City	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	0.5245	22847.22	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$0	\$34,270	0	34,270	\$0	\$34,270
2013	\$0	\$34,270	0	34,270	\$0	\$34,270
2012	\$0	\$0	0	0	\$0	\$0
2011	\$0	\$0	0	0	\$0	\$0
2010	\$0	\$0	0	0	\$0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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2015 data current as of Mar 2 2015 12:40AM.
2014 and prior year data current as of Mar 1 2015 5:28PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

This year is not certified and ALL values will be represented with "N/A".

Bexar CAD

Property Search Results > 113984 UNITED STATES GOVERNMENT for Year 2015

Property

Account

Property ID: 113984 Legal Description: NCB 1326 BLK 4 LOT 21 & 22
 Geographic ID: 01326-004-0210 Agent Code:
 Type: Real
 Property Use Code: 5000
 Property Use Description: EXEMPT - TOTAL EXEMPT

Location

Address: ARTHUR SAN ANTONIO, TX 78202 Mapsco: 617D4
 Neighborhood: NBHD code11820 Map ID:
 Neighborhood CD: 11820

Owner

Name: UNITED STATES GOVERNMENT Owner ID: 72248
 Mailing Address: UNION SQUARE BLDG % Ownership: 100.0000000000%
 10101 REUNION PL
 SAN ANTONIO, TX 78216-4160
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: UNITED STATES GOVERNMENT
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A

09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA011	San Antonio TIF #11 Inner City	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	0.2198	9574.49	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$0	\$14,360	0	14,360	\$0	\$14,360
2013	\$0	\$14,360	0	14,360	\$0	\$14,360
2012	\$0	\$0	0	0	\$0	\$0
2011	\$0	\$0	0	0	\$0	\$0
2010	\$0	\$0	0	0	\$0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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This year is not certified and ALL values will be represented with "N/A".

Bexar CAD

Property Search Results > 114228 SAN ANTONIO HOUSING for Year 2015

Property

Account

Property ID: 114228 Legal Description: NCB 1345 BLK LOT ALL OF BLK (WHEATLEY COURTS)
 Geographic ID: 01345-000-0010 Agent Code:
 Type: Real
 Property Use Code: 816
 Property Use Description: 100% EXEMPT APTARTMENTS

Location

Address: 510 GABRIEL SAN ANTONIO, TX 78202 Mapsco: 617D4
 Neighborhood: NBHD code11820 Map ID:
 Neighborhood CD: 11820

Owner

Name: SAN ANTONIO HOUSING Owner ID: 79282
 Mailing Address: AUTHORITY % Ownership: 100.0000000000%
 818 S FLORES ST
 SAN ANTONIO, TX 78204-1400
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A

(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	

(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	

(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: SAN ANTONIO HOUSING
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A

09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA011	San Antonio TIF #11 Inner City	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	3.2390	141093.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$0	\$0	0	0	\$0	\$0
2013	\$0	\$0	0	0	\$0	\$0
2012	\$0	\$0	0	0	\$0	\$0
2011	\$0	\$0	0	0	\$0	\$0
2010	\$0	\$0	0	0	\$0	\$0

Deed History - (Last 3 Deed Transactions)

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This year is not certified and ALL values will be represented with "N/A".

Bexar CAD

Property Search Results > 114229 SAN ANTONIO HOUSING for Year 2015

Property

Account

Property ID: 114229 Legal Description: NCB 1346 BLK LOT ALL OF BLK (WHEATLEY COURTS)
 Geographic ID: 01346-000-0010 Agent Code:
 Type: Real
 Property Use Code: 816
 Property Use Description: 100% EXEMPT APTARTMENTS

Location

Address: N MITTMAN ST Mapsco: 617D4
 SAN ANTONIO, TX 78202
 Neighborhood: NBHD code11820 Map ID:
 Neighborhood CD: 11820

Owner

Name: SAN ANTONIO HOUSING Owner ID: 79282
 Mailing Address: AUTHORITY % Ownership: 100.000000000000%
 818 S FLORES ST
 SAN ANTONIO, TX 78204-1400
 Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: SAN ANTONIO HOUSING
 % Ownership: 100.000000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A

09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
SA011	San Antonio TIF #11 Inner City	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CMF	Commercial Multi Family	3.2390	141093.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	\$0	\$0	0	0	\$0	\$0
2013	\$0	\$0	0	0	\$0	\$0
2012	\$0	\$0	0	0	\$0	\$0
2011	\$0	\$0	0	0	\$0	\$0
2010	\$0	\$0	0	0	\$0	\$0

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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MCCORMACK
BARON
SALAZAR

Via Email: lori.houston@sanantonio.gov

July 28, 2014

Lori Houston
Director
City of San Antonio
Center City Development Office
100 West Houston Street, 19th Floor
San Antonio, Texas 78205

RE: Wheatley Courts CNI – Center City Housing Incentive Program (CCHIP) Application

Dear Ms. Houston:

Enclosed please find a completed Center City Housing Incentive Program (CCHIP) Application related to the planned redevelopment of the Wheatley Courts Public Housing site, located in the EastPoint neighborhood of San Antonio. McCormack Baron Salazar (MBS), in partnership with the San Antonio Housing Authority (SAHA), is requesting your department's assistance in securing fee waivers as estimated by the San Antonio Water System (SAWS), net of any credits for the 248 existing dwelling units, in connection Water Impact and Waste Water Impact Fees.

MBS is the master developer, partnering with SAHA to demolish existing structures and redevelop Wheatley Courts. The planned redevelopment of Wheatley Courts includes the new construction of approximately 417 sustainable and energy efficient mixed-income multifamily rental units which will be completed in three phases. The initial phase will be a 220 - unit garden apartment and town home development comprised of multiple 2 and 3 story buildings. Phase 2 will consist of an 80- unit senior independent living development and Phase 3 will consist of a 117 – unit multifamily development to be built in the 2.5 block adjacent to Wheatley Courts. Construction of the initial phase is scheduled to commence in the first quarter of 2015.

In addition to the planned housing development, the overall redevelopment plan for Wheatley includes the completion of a multi-million dollar public improvements and infrastructure program, which will energize the surrounding community and serve as a catalyst to encourage further investment and development in the surrounding neighborhood.

Phase I

MCCORMACK
BARON
SALAZAR

We appreciate the opportunity to submit the enclosed application and look forward to your review. In the interim, if you have any questions or require additional information, please contact me at lsbernardy@saaha.com

Sincerely,



Louis J. Bernardy
Vice President and Director of Development, Texas

Enclosure: CCHIP Application w/ Attachments

Cc: Bradford McMurray, SAHA
Lorraine Robles, SAHA
Michael Etienne, PhD., Director of EastPoint



McCormack Baron Salazar is the nation's leading for-profit developer of economically integrated urban neighborhoods. Here are some key stats about our company and our work:

McCormack Baron Salazar

McCormack Baron Ragan

MBS Urban Initiatives CDE



-  Corporate Office Location
-  Regional Development Office Location
-  Development Location

National Employees: **563**

McCormack Baron Salazar Development, Inc.

Total Development Investment: **\$2.9 billion**

Homes Developed: **17,795**

Commercial Space: **1.4 million sq. ft.**

Private Foundation & Corporation Investment: **\$122 million**

Federal Grants Received: **\$644 million**

Development Phases: **166**

Development City Locations: **38**

Development State Locations: **23**

Our specialties include:

HOPE VI Developments: **30**

Total HOPE VI Development Investment: **\$1.5 billion**

Total HOPE VI Homes: **7,939**

Choice Neighborhoods Implementation Grant: **5**
(San Francisco, New Orleans, San Antonio, Columbus, Pittsburgh)

Choice Neighborhoods Planning Grant: **1 (Tulsa)**

LEED Certification Program: **18 (12 LEED for Homes-Certified, 1 LEED for Homes-Silver, 1 LEED for New Construction-Platinum, 2 Stage 3 LEED-ND, 2 Stage 1 LEED-ND)**

LEED Certified Neighborhoods (LEED-ND): **4 (Renaissance Place at Grand; University Place; Taylor Yards; Larimer/East Liberty)**

Enterprise Green Communities Criteria sites: **9 (Arlington Grove, Legends Park West, North Sarah Phase I, North Sarah Phase II, Northpark at Scott Carver, Oakland Heights, Southside/Rolling Hills, Tremont Pointe, West Park Apartments)**

HUD Green Communities Sites: **3 (Scott Carver, Arlington Grove, Legends Park West)**

Historic Rehabilitation: **2,487 units; 948,624 sq. ft. of retail/commercial space**

McCormack Baron Ragan Management Services, Inc.

Management Portfolio: **17,300 units at 226 properties**

MBR Regional Offices: **22**

MBS Urban Initiatives CDE, LLC

New Markets Tax Credit Allocation: **\$220 million (\$60 million in 2006, \$60 million in 2007, \$50 million in 2008, \$40 million in 2009, \$10 million in 2010)**

Deals closed since 2006: **27**

Total Development Investment Leverage in NMTC deals: **\$659 million**

Sunwheel Energy + Sustainability

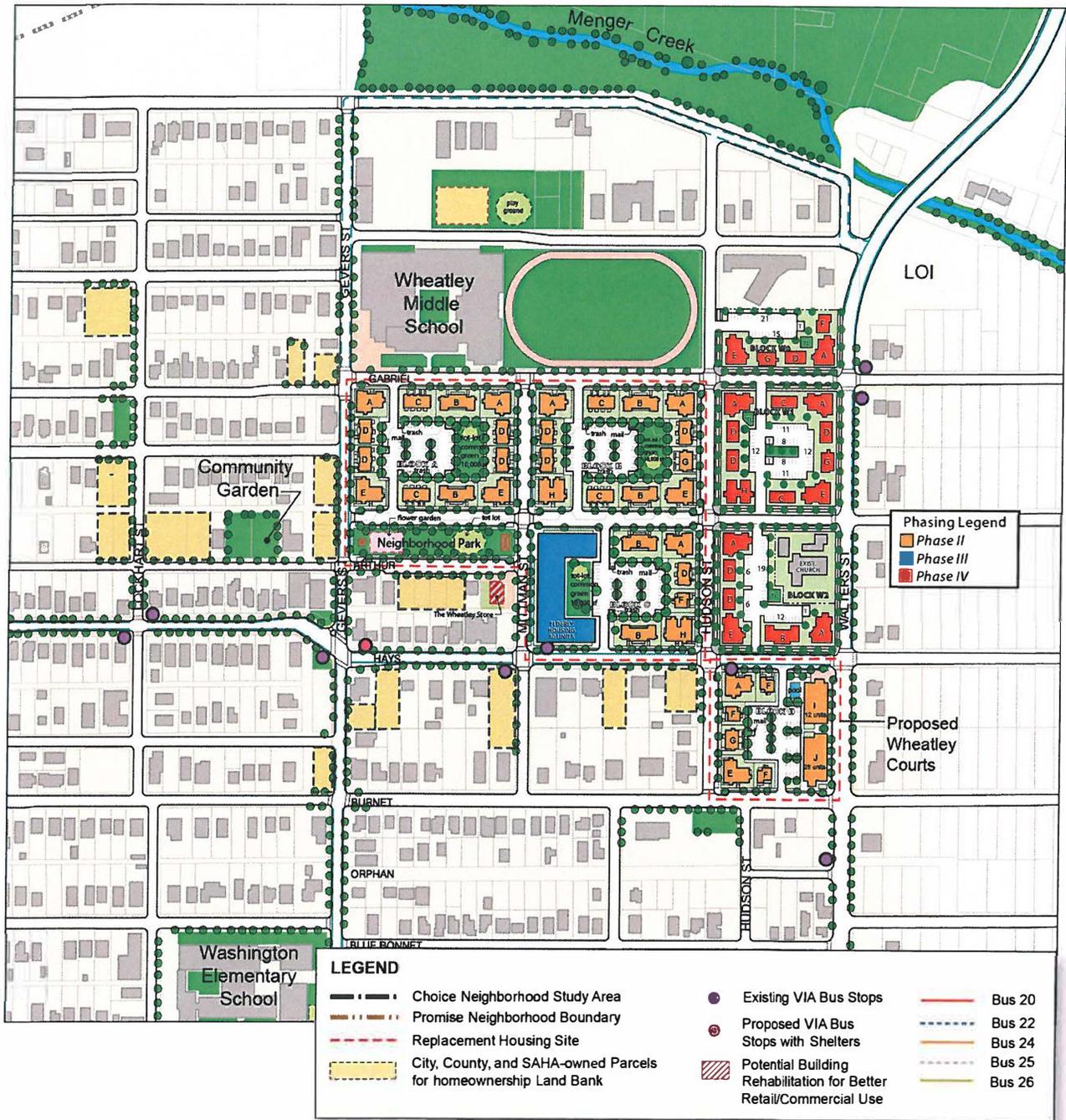
Solar panel installation sites: **16**

Clean power generated: **3,270,963 (kWh annually)**

Total system size: **2,264 kW (DC)**

Residents served through solar panel installations: **3,005 homes**

Revised Site Plan: Wheatley Courts



The Future Wheatley Mixed-Income Development

1. Design Principles

The plan for the design of the new Wheatley Mixed-Income Development strives to implement the following Principles of New Urbanism:

- Walkability
- Connectivity
- Mixed Use & Diversity
- Mixed Housing
- Quality Architecture & Urban Design
- Traditional Neighborhood Structure
- Increased Density
- Green Transportation
- Sustainability
- Quality of Life

Benefits to Residents and Neighborhood:

- Better places to live, play and raise families
- Energy efficient and sustainable features reduce housing costs
- More stable property values
- Calmed and slower traffic
- Healthier lifestyle with more walking or biking, and less stress
- Closer proximity to services, recreation and retail
- Pedestrian friendly communities resulting in meaningful relationships to more people
- Greater accessibility and independence for children, elderly, and the disabled
- More diversity and smaller unique services and amenities
- An improved sense of place and community identity with quality architecture
- More and easily accessible open space and localized amenities

2. How does the new site plan, architectural design and unit plans align to the Transformation Plan and the community's vision (as captured during the Choice planning process)

The Transformation Plan community-developed and community-supported goals were developed to shape all aspects of the Housing Plan. Housing Goals from the Transformation Plan were noted as follows:

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Transformation Plan Housing Goals

- Ensure one for one replacement of the assisted housing units;
- Create an economically integrated community and maximize affordable housing;
- Include residents in all levels of planning;
- Leverage substantial additional resources to ensure maximum impact in the neighborhood;
- Integrate the Housing Component with other study area components, including anticipated future housing needs;
- Provided appropriate unit configurations and units that are accessible, connected, and free from discrimination; and
- Create a strong sense of community through community design.

The newly planned Wheatley Courts community aligns with the City of San Antonio Council approved Transformation Plan, and the community's vision of the neighborhood. The New Urbanism design principles parallel and align with the goals of the Transformation Plan. The parallels, between the future Wheatley Courts Housing redevelopment design, with utilization of the design Principles of New Urbanism, and the Transformation Plan are noted below.

Walkability

Pedestrian friendly street design will occur with the buildings set close to the street with porches, windows and front doors on tree lined and well lit streets. On street parking is available for visitors and future resident parking occurs on hidden parking lots within each block. Streets are being improved with streetscape, the incorporation of two combined pedestrian/bike paths on two intersecting cross streets and improved sidewalk and street lighting, narrowed and fully accessible intersections to help slow the traffic speed on streets yet connect to many services and amenities such as local schools (Washington Elementary and Phyllis Wheatley Middle School, on its way to become a community school), churches, shopping, the New Neighborhood Park, and the future Menger Park. Many such services and amenities are within a 10 minute walk or bicycle ride.

Connectivity

The redevelopment is within a historic interconnected neighborhood street grid that provides a network to disperse traffic and allows for ease of walking. A hierarchy of neighborhood streets tying into arterials such as Walters Street and New Braunfels which feed into the larger San Antonio street and highway network. A high quality pedestrian network and public realm within the

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redeveloped neighborhood, including improved lighting, will begin to provide an environment that allows for a walkable and bicycle enhanced community and a perception of a safer community. The bike pathways within and through neighborhood connect to other bicycle routes and connect further beyond to other community amenities in all directions.

Mixed-use and Diversity

A mix of units are being provided within the future housing community. Live-work units for entrepreneurial home businesses, along with units for singles and small families, seniors, and larger families provide an intergenerational mix of units within blocks and within buildings in the new community. A diversity of people, ages, income levels, cultures and races is encouraged and anticipated by the design and planned unit distribution of the redevelopment.

Mixed Housing

A range of choice for the different types, sizes and rents for the new apartment units is evident with a mix of market rate, work force and tax credit housing, and public housing units occurring in close proximity to each other within the varied building types and sizes, and within each block. Wheatley Courts will feature townhome and garden-style units in a mix of two and three-story buildings. The architecture will celebrate the character of the community while featuring modern amenities and sustainable ("green" technology) to improve both the marketability and energy efficiency of the units. Planned amenities will include pool, community room, full energy efficient HVAC, washer, dryer, refrigerator, dishwasher, range, microwave range hood, and double bowl sink in each unit, and good storage space with interior and exterior finishes that will exceed a 15-year life. All of these features will help facilitate occupancy by residents from a range of incomes, as will the central location and proximity to major employers, amenities and transportation routes

Currently the plan calls for the reconstruction of 417 residential units, 153 will be public housing replacement units, 44 will be project based vouchers, with an additional 101 units that will be "tax credit" only. The remaining 119 units will be market rate rental housing. The PHA and LIHTC units will have, at a minimum, a 40 year affordability restriction. The affordability restrictions will be required as part the deed restriction/LURA (Land-Use Restriction Agreement) on the site.

Quality Architecture and Urban Design

The future community is located near to civic uses and historic sites within the community. The architectural expression is focused on some of the architectural styles evident with San Antonio area with an emphasis on aesthetics and human

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comfort that creates a sense of space. Human needs help define the architecture with beautiful surroundings to be provided within the redevelopment.

Traditional Neighborhood Structure

The Phyllis Wheatley Middle School and its related spaces are at head of the redevelopment. There is a range of uses and densities within 10 minute walk. The historic block structure is still intact and planned for area.

Increased Density

The future Housing plan offers more units per acre (19 units/acre existing to 26 units/acre on average) for sustainability but in fewer buildings grouped together for ease of walking and conformance to the Traditional Neighborhood Structure. Most buildings will be two story in height with corner buildings stepping up to three stories in height to anchor and highlight the block corners and the mixed use buildings at Walters Street also rising to three stories in height to create a strong presence along the arterial Walters Street. This plan enables a more efficient use of resources and creates a more compact and yet enjoyable place to live.

Green Transportation

A network of busses with bicycle racks connect the neighborhoods together and provide access and service into the San Antonio downtown and related live-work amenities. Pedestrian friendly designs are planned to encourage a greater use of bicycles for enjoyment and daily use and extended community connection.

Sustainability

The future Housing redevelopment strives to minimize environmental impact of development and its operations. The redeveloped Wheatley Courts will comply with and meet three sustainable standards: Enterprise Green Communities (EGC), LEED Neighborhood Development (LEED ND), and Build San Antonio Green – Level II (BSAG-II). These standards are being embraced and teamed up with eco-friendly technologies such as Low Impact Development (LID), thereby focusing on all aspects of creating healthy and efficient homes, sustainable interiors, and exterior environments involving these areas of sustainability: Energy, Water, Site Design, Livability, and Health.

Energy efficiency of building envelopes and systems will be utilized thereby using less fossil fuels; along with preventing wasted natural resources by using environmentally preferable materials, and minimizing construction wastes; and promoting healthy living environments through the use of low and no-VOC paints and adhesives, green label flooring, formaldehyde-free products, integrated pest control; and the incorporation of adequate ventilation within each unit, for the

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overall health benefit of all residents and their future utility costs through the incorporation of these sustainable standards such as Enterprise Green Communities (EGC) including Energy Star for Homes, LEED Neighborhood Development (LEED ND), and Build San Antonio Green - Level II (BSAG II) of which all encourage walkable neighborhoods by residents and public transportation and providing connectivity to natural systems such as the future Menger Park and the planned New Neighborhood Park.

Quality of Life

Incorporation of these design principals together will add up to a transformed micro-community that will create a sense of place that enriches and inspires the human spirit of those who helped plan its future and become a stepping stone and link for future infill as planned for the Neighborhood Reinvestment Development and other redevelopment sites in the Eastside or EastPoint Neighborhood.

3. Identification of what makes this development unique

The future Wheatley Courts Housing is poised with Wheatley Middle School to become core elements of the redevelopment community. While the Housing plan is being stitched back into the existing historic community around it, both the Housing redevelopment and the developing status of the Wheatley Middle School as a Community School will provide the potential to galvanize the community around a new desire of becoming one of the upcoming and desirable communities for beginning, existing and new families of diverse and mixed backgrounds, race, economics, and cultures. The future Housing community will be one of the most sustainable communities developed within the Eastside area for decades. By complying with the three sustainable standards of Enterprise Green Communities, LEED ND, and Build San Antonio Green-II, the Housing redevelopment will be one of the best energy saving communities within San Antonio. Additionally, by incorporating Low Impact Development into the site in terms of potential rain gardens, bio-swales to both use and control the flow of storm-water on and off the site, will make a lasting sustainable impact on the future of the adjacent neighborhood for many years to come. The combination of high energy efficiency with other sustainable elements, its linked and adjacent position to the Wheatley Middle Community School and other neighborhood services, the Community Housing goals imbedded with New Urbanism Design Principles realized within the housing redevelopment, all of its onsite amenities and offsite amenities; the residents of the new community will be very proud of their community and ultimately extol its virtues for others to hear and to see. Returning residents, as well as, new residents who make the Choice to move to

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the redeveloped Wheatley Courts will feel empowered and feel that “The Future is in Our Hands”.

4. How will the new housing development complement some of the key community initiatives such as the Wheatley Community School project, Menger Creek Capital Improvements, in-fill housing, and economic development initiatives?

The redevelopment of Wheatley Courts, including the completion of a multi-million dollar public improvements and infrastructure program, will energize the surrounding community and indeed will be the catalyst to encourage further investment and development in the surrounding neighborhood. The additional neighborhood initiatives currently underway include:

- The transformation of Wheatley Middle School to a Community School. This initiative will provide opportunities for children from Wheatley Courts and the surrounding neighborhood to realize higher level of academic achievement and participation in after-school activities on campus. It will also provide opportunities for shared use of school facilities for evening and weekend activities, including athletic events and programs.
- Additional Capital Improvements to be sponsored by the Bexar County and developed by the City of San Antonio to Menger Creek which will be designed to connect the Wheatley community to a safe community park-like setting with pedestrian and bicycle paths and other related amenities.
- A targeted program of acquisition, rehabilitation and new construction, led by SAHA in partnership with the City of San Antonio, Bexar County and community based builders, will create new opportunities for home ownership. Distressed properties will be acquired, rehabilitated or reconstructed and made available for purchase to prospective homeowners. Investment in owner occupied single family housing will serve to stabilize and enhance the long term economic base of the Wheatley community.
- A series of Critical Neighborhood improvements will be provided by the City of San Antonio to repair and/or replace critical infrastructure for designated priority streets adjacent to and in close proximity to the Wheatley Courts redevelopment. These improvements will support the housing in-fill program and enhance the opportunities for additional private investment in the community.

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5. Proposed process for meaningful input from SAHA, Wheatley Court residents and key stakeholders

Wheatley Courts residents and key stakeholders will be invited to participate in a presentation and discussion of the Preliminary Conceptual Design for the Initial Phase the Wheatley Courts redevelopment. Afternoon and early evening sessions will be scheduled for June 3, 2014, where residents and community stakeholders will have an opportunity to review the following materials:

- Results of previous master planning process
- Depiction of San Antonio Architectural Styles
- Updated Site Plan with block by block details
- Elevations for All Proposed Building Types
- Floor Plans for Garden and Townhome Units
- Street scenes for selected Streets and Blocks

Attendees will also have the opportunity to engage in discussion with members of the Design Team to comment on the Conceptual Plans. In addition, attendees will be asked to complete a short survey designed to inform the Design Team as to whether the Conceptual Design presented to residents and stakeholders align to the goals set forth in the Transformation Plan. The Design Team will evaluate comments and suggestions received through this process and incorporate them into the final design plan, as appropriate.

6. Timeline for getting this process completed

The timeline for completion of this process is as follows:

- June 3, 2014 – Meeting with Wheatley Courts residents and community stakeholders
- June 26, 2014- Presentation to the Operations Committee of the SAHA Board
- July, 3, 2014 – Presentation of Conceptual Design Plan to SAHA Board of Directors



BUILDING HEIGHT
3 STORIES

Building A Front - Spanish Style

EXTERIOR MATERIALS
100% STUCCO



BUILDING HEIGHT
3 STORIES

Building A Side- Spanish Style "A"

EXTERIOR MATERIALS
100% STUCCO



BUILDING HEIGHT
2 STORIES

Building B - Spanish Style "B"

EXTERIOR MATERIALS
100% STUCCO



BUILDING HEIGHT
2 STORIES

Building C - Craftsman Style

EXTERIOR MATERIALS
80% STONE
20% STONE VENEER



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Elevations
WHEATLEY COURTS
SAN ANTONIO, TEXAS





BUILDING HEIGHT
2 STORIES

Building D - Spanish Style "A"

EXTERIOR MATERIALS
100% STUCCO



BUILDING HEIGHT
2 STORIES

Building D - Spanish Style "B"

EXTERIOR MATERIALS
100% STUCCO



BUILDING HEIGHT
3 STORIES

Building E Front - Colonial Style

EXTERIOR MATERIALS
100% HARDBOARD SIDING



BUILDING HEIGHT
3 STORIES

Building E Side - Colonial Style

EXTERIOR MATERIALS
100% HARDBOARD SIDING





BUILDING HEIGHT
2 STORIES

Building F - Craftsman Style

EXTERIOR MATERIALS
ROCK SIDING
20% STONE ACCENT



BUILDING HEIGHT
2 STORIES

Building G - Spanish Style "B"

EXTERIOR MATERIALS
100% STUCCO



BUILDING HEIGHT
3 STORIES

Building H Front - Colonial Style

EXTERIOR MATERIALS
100% HARDY SIDING



BUILDING HEIGHT
3 STORIES

Building H Side - Colonial Style

EXTERIOR MATERIALS
100% HARDY SIDING



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SALAZAR

Elevations
WHEATLEY COURTS
SAN ANTONIO, TEXAS





06.37'-0"
11.39'-0"
12.10'-0"
17.6'-0"

BUILDING HEIGHT
3 STORES

Building I - Federalist Style

EXTERIOR MATERIALS
100% BRICK



06.37'-0"
11.39'-0"
12.10'-0"
17.6'-0"

BUILDING HEIGHT
3 STORES

Building J - Federalist Style

EXTERIOR MATERIALS
100% BRICK

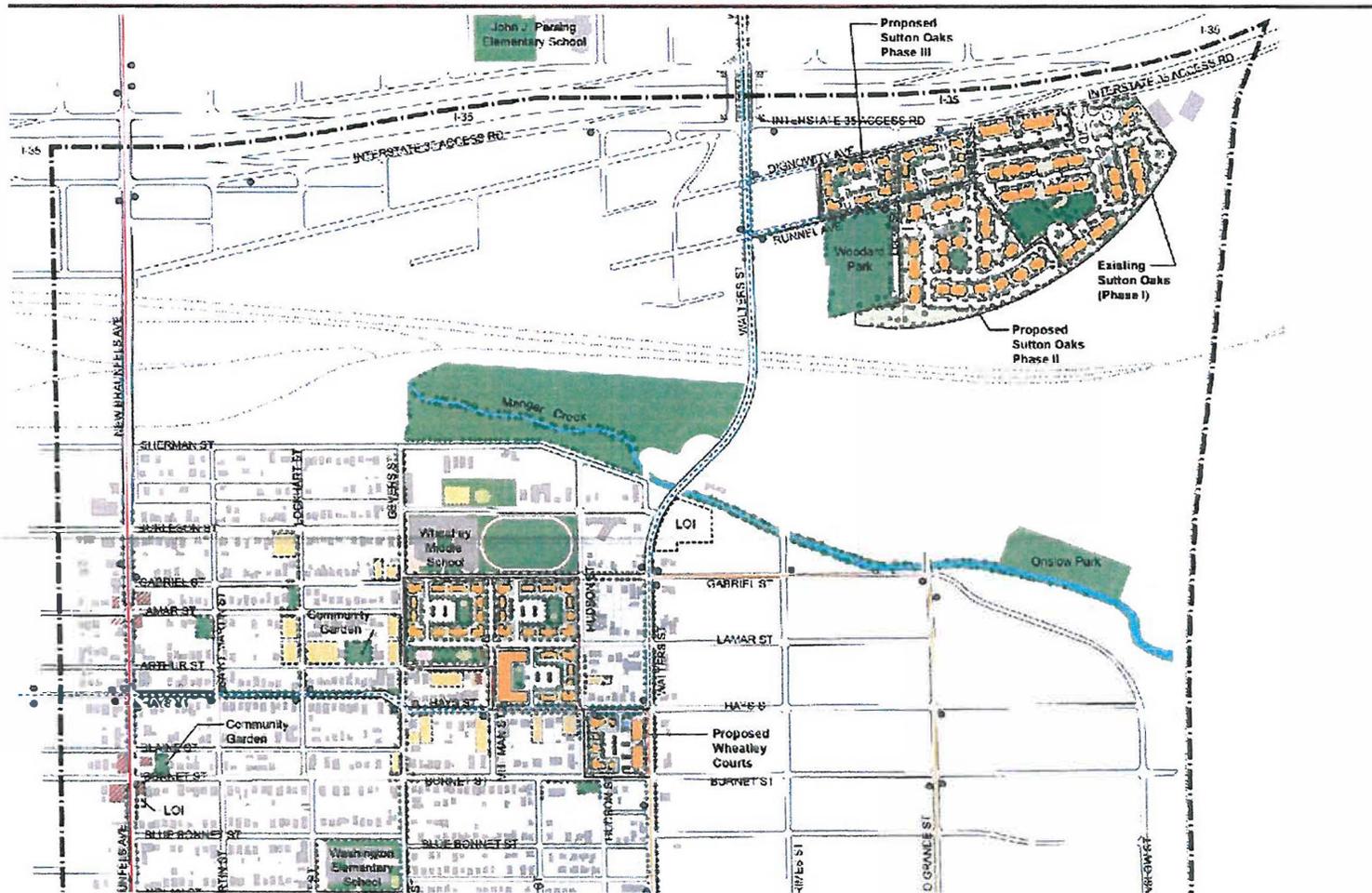


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Elevations
WHEATLEY COURTS
SAN ANTONIO, TEXAS

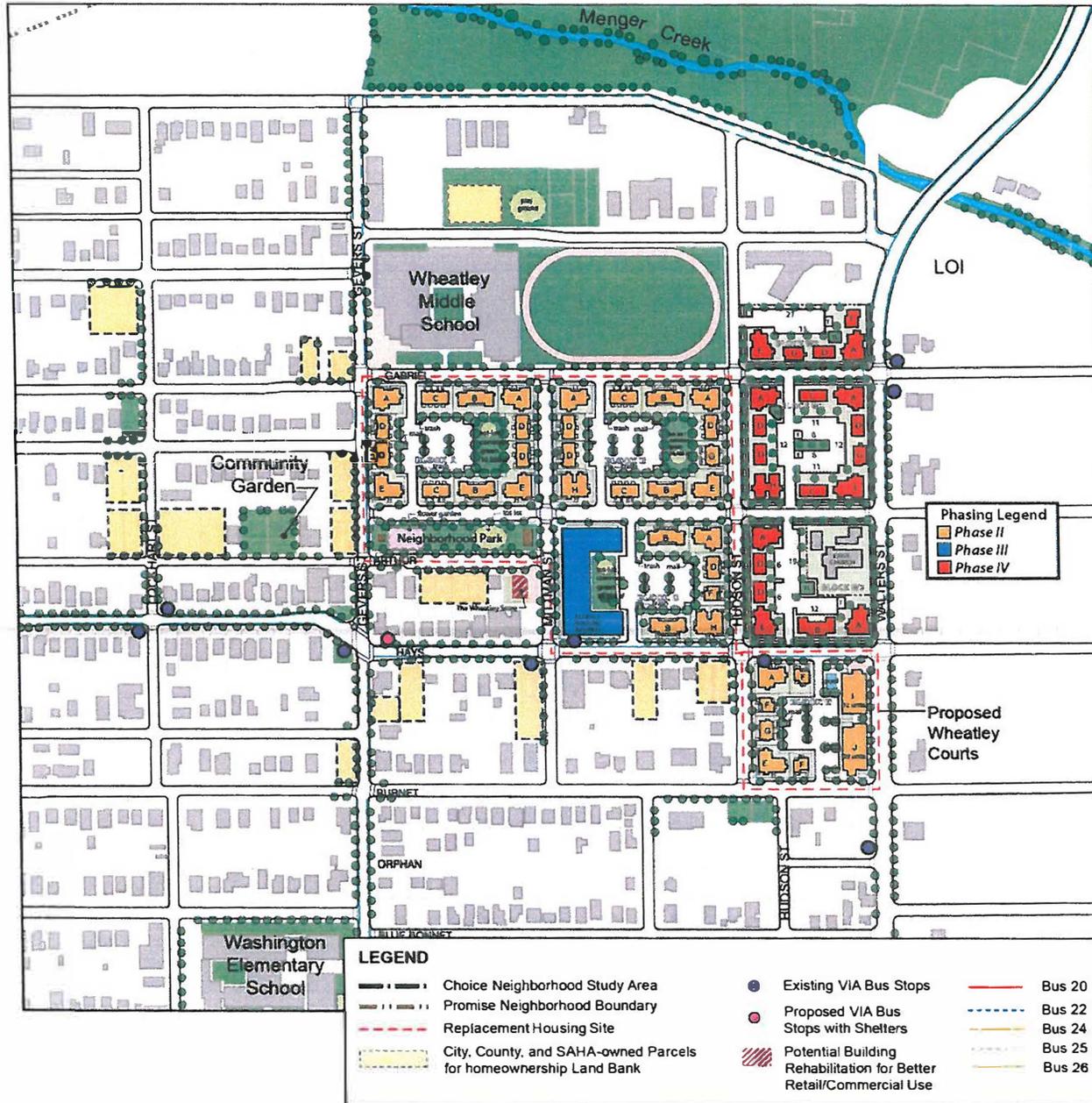
KAJ
K&J ARCHITECTURE
No. 24, 25
11/2024

ORIGINAL CNI SITE PLAN WHEATLEY COURTS AND SUTTON OAKS III



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Revised Site Plan: Wheatley Courts



WHEATLEY COURTS HOUSING

UNIT MIX & HOUSING TYPE	ALL PHASES 423 UNITS MULTIFAMILY & SENIOR	PHASE II-R 226 UNITS FAMILY 9% LIHTC	PHASE III 80 UNITS SENIOR 4% LIHTC	PHASE IV-R 117 UNITS FAMILY 4% LIHTC
1BR WALKUP	135	43	74	18
2BR WALKUP	167	99	6	62
3BR WALKUP	6	4	0	2
4BR WALKUP	4	2	0	2
2BR TOWNHOUSE	33	26	0	7
3BR TOWNHOUSE	73	48	0	25
4BR TOWNHOUSE	5	4	0	1



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WHEATLEY COURTS AFFORDABILITY

INCOME TARGET	ALL PHASES 423 UNITS MULTIFAMILY & SENIOR	PHASE II-R 226 UNITS FAMILY 9% LIHTC	PHASE III 80 UNITS SENIOR 4% LIHTC	PHASE IV-R 117 UNITS FAMILY 4% LIHTC
30% of AMI or Below	88	46	17	25
31% to 50% of AMI	33	15	9	9
51% to 60% of AMI	177	95	54	28
MARKET RATE	125	70	0	55



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MAJOR HOUSING MILESTONES

TASKS	PHASE II-R 226 UNITS FAMILY 9% LIHTC	PHASE III 80 UNITS SENIOR 4% LIHTC	PHASE IV-R 117 UNITS FAMILY 4% LIHTC
OFF-SITE ACQUISITION (SAHA)			
START	N/A	N/A	FEB-14
COMPLETE	N/A	N/A	FEB-15
RELOCATION			
START	SEP-13	SEP-13	N/A
COMPLETE	FEB-14	FEB-14	N/A
SITE PREPARATION			
START	FEB-14	FEB-14	JUL-15
COMPLETE	AUG-14	AUG-14	DEC-15



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MAJOR HOUSING MILESTONES

(CONTINUED)

TASKS	PHASE II-R 226 UNITS FAMILY 9% LIHTC	PHASE III 80 UNITS SENIOR 4% LIHTC	PHASE IV-R 117 UNITS FAMILY 4% LIHTC
HOUSING DEVELOPMENT			
INITIAL CLOSING DATE	SEPT-14	AUG-15	AUG-16
CONSTRUCTION:			
START	SEPT-14	SEPT-15	SEPT-16
COMPLETE	AUG-16	NOV-16	DEC-17
PUBLIC IMPROVEMENTS			
START	DEC-14	DEC-15	DEC-16
COMPLETE	AUG-16	NOV-16	DEC-17
FINAL HOUSING COMPLETION			DEC-17



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Critical Path Items – Phase II Development Schedule

TASK	TASK DESCRIPTION	CRITICAL DATE	RESPONSIBLE PARTY
1	Compete and submit Environmental Record Review Package (ERR) to City of San Antonio (CoSA)	12/13/13	SAHA
2	Complete and Submit Demolition / Disposition Application to HUD	12/06/13	SAHA
3	Secure HUD approval of Environmental Record Review	02/14/14	CoSA
4	Secure HUD Approval of Demolition/Disposition Application	02/14/14	SAHA
5	Complete relocation of all current Wheatley Courts residents	01/31/14	SAHA
6	Submit Final Design and Construction Documents for Site Preparation Scope of Work to City Development Services for review and approval	01/21/14	MBS
7	Approval of Design and Construction Documents for Site Preparation Scope of Work	02/14/14	CoSA/MBS
8	Secure all required permits from CoSA to begin site preparation work for WC Phases II and III	02/17/14	CoSA/MBS
9	Commence Site Preparation, including abatement, demolition and remediation on full WC site	02/18/13	MBS
10	Submit Final Design and Construction Documents for Public Improvements Scope of Work to City Departments for review and approval	04/01/14	MBS
11	Secure enforceable funding commitments from City of San Antonio for Public Improvements Scope of Work (Required for HUD Financing Approval)	05/01/13	MBS
12	Secure approvals from City of Construction Documents for Public Improvements Scope of Work	6/30/2014	CoSA



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People Update - Urban Strategies

- **Staff Hires as of September 2013**
 - Senior Project Manager
 - 2 Supportive Service Specialists
- **Expected Hires**
 - Health Specialist
 - Community Services Specialist
 - Additional Supportive Service Specialist
- **The Health Committee established in partnership with the Eastside Promise Neighborhood created an ad hoc committee to address the impact of the Affordable Care Act (ACA) on the Community. Outcomes:**
 - Metro Health was selected to conduct a comprehensive health assessment to identify the problem areas around access and health conditions.
 - The Ad Hoc committee hosted a physicians' forum luncheon, in which 50 physicians and community stakeholders came together to discuss the impact of the ACA on the Eastside; a follow-up meeting is expected to develop a plan to ensure the ACA's resources are utilized to the fullest extent possible.
- **Urban is leading on relocation of Wheatley Courts residents; relocation is expected to be complete by January 31, 2014.**



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- Urban has coordinated 5 community meetings to inform residents about relocation, and provide information on the type of assistance residents can receive.
- Urban conducted assessments of 199 Wheatley Courts residents to determine what type of relocation assistance each resident needed.
- Urban is working to ensure that Wheatley residents have the appropriate documents necessary to obtain section 8 vouchers and public housing units, and has been working ensure that any barriers to relocation are removed. For example:
 - *Connecting residents to financial management resources to pay down debts;*
 - *Connecting residents to various realtors to find appropriate alternate housing*
- Urban has been meeting with SAISD to ensure the impact of relocation on children is minimal; Urban is continuing this work as relocation progresses to ensure that families with children have access to critical resources, such as transportation to school, or assistance with the school transfer process if necessary.
- **Currently, Urban staff are located at HIS Bridge Builders at Wheatley Courts, and at the Wheatley Courts management office to maximize the staff's connection to the residents. Urban is working with the Choice Neighborhood Director to secure a more permanent space for all Choice staff over the next few months.**



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AN ORDINANCE 2014-12-04-0978

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF
SAN ANTONIO BY AMENDING CHAPTER 35, UNIFIED
DEVELOPMENT CODE, SECTION 35-304, OF THE CITY CODE
OF SAN ANTONIO, TEXAS BY CHANGING THE ZONING
DISTRICT BOUNDARY OF CERTAIN PROPERTY.

* * * * *

WHEREAS, a public hearing was held after notice and publication regarding this amendment to the Official Zoning Map at which time parties in interest and citizens were given an opportunity to be heard; and

WHEREAS, the Zoning Commission has submitted a final report to the City Council regarding this amendment to the Official Zoning Map of the City of San Antonio; **NOW THEREFORE**,

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

SECTION 1. Chapter 35, Unified Development Code, Section 35-304, Official Zoning Map, of the City Code of San Antonio, Texas is amended by changing the zoning district boundary of Lots 21 through 30, Block 4, NCB 1326; Lots 3 through 25, Block 9, NCB 1327; Lot A, NCB 1329; Lots 1 through 16, NCB 1345; and Lots 1 through 30, NCB 1346 from "MF-33 EP-1 AHOD" Multi-Family Facility Parking/Traffic Control Airport Hazard Overlay District to "IDZ EP-1 AHOD" Infill Development Zone Facility Parking/Traffic Control Airport Hazard Overlay District with uses permitted in "C-1" Light Commercial, "MF-33" Multi-Family and Multi-Family uses not to exceed 70 Units per acre.

SECTION 2. The City Council approves this Infill Development Zone so long as the attached site plan is adhered to. A site plan is attached as **Attachment "A"** and made a part hereof and incorporated herein for all purposes.

SECTION 3. All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35-491.

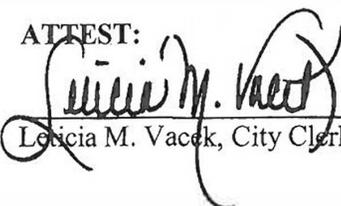
SECTION 4. The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

SECTION 5. This ordinance shall become effective December 14, 2014.

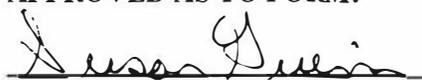
PASSED AND APPROVED this 4th day of December 2014.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Martha G. Sepeda, Acting City Attorney
For

Agenda Item:	Z-3 (in consent vote: P-1, Z-1, Z-2, P-2, Z-3, Z-4, Z-5, Z-6, Z-8, Z-9, Z-10, P-4, Z-11, Z-12, Z-13, Z-14, Z-15, Z-16, Z-17, P-5, Z-19, Z-21, Z-24)						
Date:	12/04/2014						
Time:	02:05:27 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2014270 (District 2): An Ordinance amending the Zoning District Boundary from "MF-33 EP-1 AHOD" Multi-Family Facility Parking/Traffic Control Airport Hazard Overlay District to "IDZ EP-1 AHOD" Infill Development Zone Facility Parking/Traffic Control Airport Hazard Overlay District with uses permitted in "C-1" Light Commercial, "MF-33" Multi-Family and Multi-Family uses not to exceed 70 Units per acre on approximately 12.60 acres out of Lots 21 through 30, Block 4, NCB 1326; Lots 3 through 25, Block 9, NCB 1327; Lot A, NCB 1329; Lots 1 through 16, NCB 1345; and Lots 1 through 30, NCB 1346 located along the 700 Block of Arthur Street; 2000 Block of Burnet Street; 400 and 500 Blocks of Gabriel Street; 1800 and 1900 Blocks of Hays Street; 400 and 500 Blocks of Hudson Street; 100 and 200 Blocks of Ira Aldridge Place; 700 and 800 Blocks of Lamar Street; 900 and 1000 Blocks of North Mittman Street. Staff and Zoning Commission recommend approval pending the plan amendment. (Associated Plan Amendment 14084)						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
	District 1	x					
Keith Toney	District 2		x			x	
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit D

CCHIP Agreement Term Sheet



CCHIP Agreement Term Sheet

Wheatley Courts Choice Neighborhood Project (Phases 2 & 3)

Project Name and location: The Wheatley Courts Choice Neighborhood Initiative Re located at 906 N. Mittman Street, San Antonio, TX 78 and Council District 2.

Project Description: Construction of 300 multi-family rental units which three construction phases. Phase 2 will be a 220 uni home development. Phase 3 will consist o development and Phase 4 will consist of a be built in the 2.5 blocks adjacent to Whea will also include 4,300 SF of commerci \$93,000,000. The investment fr \$64,196,000. Constructio February 2017.

Project Developer and POC:

Incentive Package per CCHIP

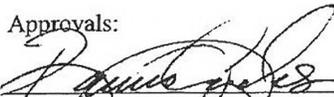
City Fee Waivers.....

SAWS Fee Waiver (Phase 2)
-Not available until October 1, 2016

SAWS Fee Waiver (Phase 3)
-Not available until October 1, 2017

All funding is subject to availability at the time of disbursem
SAWS Fee Waivers are funded through an annual credit allocation.

Approvals:

 3/19/15

Ramiro Gonzales, Program Manager Date

 3/23/15

Lori Houston, Director Date

Exhibit E
Fee Waiver Transmittal



ICRIP Home Search Active SAWS Waivers Report About To Expire Report

ICRIP ADMIN Welcome Aurora

ADMIN

Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
7/10/2014 9:43:29 AM	7/11/2014	Approved	7/10/2014 9:47:23 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 type="checkbox"/> CCHIP Project <input type="checkbox"/> Other CCDO Project

Status/Notes

Pending CCHIP Agreement. Upon execution, authorize 100% SAWS waiver of \$971,770 for Phase 2 and 3. 3/19/15 RG

[Back To Home](#)

SAWS

SAWS Waived Amount:

CITY

City Waived Amount:

ICRIP Fee Waiver Form Information WaiverId For 977.

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:

Fax:

Email:

PROJECT INFORMATION/DESCRIPTION

Project Address:

City Council District:

Property/Parcel ID:

Acreage: 16.25

Proposed Land Used of Project: Residential

Other Proposed Land Used of Project:

Housing Units Created: 417

Project Description: McCormack Baron Salazar is the master developer, partnering with the San Antonio Housing Authority, to redevelop the existing Wheatley Courts Public Housing site located on the Eastside of San Antonio. The planned

Proposed Level of Investment: \$93,000,000.00

Project Start Date: 7/21/2014

Project Completion Date: 12/3/2018

Current Zoning of Project Site: MF-33 EP-1

Applied for Other Incentive?: Yes No

If so, what Dept(s): SAWS

SAWS Sewer and Water Impact Fee?: Yes No

SAWS Amount: \$1,400,608.00 [View Attachment](#)

Request Submitted By: Web User

Request Submitted Date: 7/10/2014 9:43:29 AM

Last Modified By: rg09880

Last Modified Date: 3/19/2015 2:59:49 PM

Request Status: Approved

Status Date: 7/10/2014 9:47:23 AM

Status Reason: Pending CCHIP Agreement. Upon execution, authorize 100% SAWS waiver of \$971,770 for Phase 2 and 3. 3/19/15 RG

SAWS Waived Amt:

SAWS Waived Date:

SAWS Who Waived:

City Waived Amt: \$178,118.00

City Who Waived: rg09880

City Waived Date: 3/19/2015 2:58:29 PM

Council Approved: No

Est. Claim Date: 7/11/2014

City Approved: Yes

SAWS Approved: No

City Expiration Date: 7/10/2015

SAWS Expiration Date:

Special Expiration: No

EDD Project: No

CCHIP Project: No

Other CCDO Project: No