STATE OF TEXAS	§	**LEVEL I CENTER CITY HOUSING**
COUNTY OF BEXAR	§	**INCENTIVE POLICY AGREEMENT**
	§	**OF THE CITY OF SAN ANTONIO**
	§	

This Center City Housing Incentive Policy Agreement (hereinafter referred to as this "Agreement") is made and entered into by and among the City of San Antonio (the "CITY"), a municipal corporation of the State of Texas, acting by and through its City Manager or her designee, the Midtown Tax Increment Reinvestment Zone #31 (the "TIRZ"), acting by and through its Board of Directors and SW Augusta Development, LLC (hereinafter referred to as "DEVELOPER") and whom together may be referred to as the "Parties".

RECITALS

WHEREAS, DEVELOPER is engaged in an economic development project that will be located within the city limits of San Antonio and within the boundaries of the TIRZ, that will consist of the construction of approximately two hundred sixty (260) housing units to be located at 819 Augusta St., San Antonio, TX 78215 (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 FORTY MILLION THREE HUNDRED THOUSAND DOLLARS AND 0 CENTS ($40,300,000.00) in land acquisition and real property improvements within the boundaries of the TIRZ; and

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

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

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code and Section 311.010(b) and Section 311.010 (h) of the Texas Tax Code, the CITY and the TIRZ are authorized to grant and loan funds to promote state or local economic development and to stimulate business and commercial activity in the municipality and within the TIRZ; 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.2016-06-16-0468, passed and approved on June 16, 2016, and as amended by City Ordinance No. 2018-12-13-0996 to grant and loan certain funds as described herein and to waive certain fees; and

WHEREAS, the Board of Directors of the TIRZ, by resolution dated February 8, 2019, has authorized the TIRZ to enter into this Agreement for the limited purpose of authorizing Tax

Increment Funds ("TIF"), which, pursuant to Section 311.004, Texas Tax Code, are certain funds established by the CITY for the TIRZ, to be used as a funding source for the Incentives; **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 and in the TIRZ. The CITY and TIRZ are supporting the Project through this Agreement to provide Incentives to be used to defray costs associated with the Project.

ARTICLE II. AGREEMENT PERIOD

This Agreement shall commence upon the Effective Date listed on the signature page and shall terminate upon the earlier of: (A) December 31st of the year following the final year eligible for tax reimbursement; (B) the full-payment of Incentives by CITY and/or TIRZ to DEVELOPER, as limited by this Agreement and subject to funding availability; or (C) termination of this Agreement as otherwise provided herein (the "Term"). In no case shall the Term of this Agreement exceed fifteen (15) years following the first year DEVELOPER receives a tax reimbursement under the terms of this Agreement.

ARTICLE III. PROJECT REQUIREMENTS

A. The Project.

1. Investment. DEVELOPER shall invest approximately FORTY MILLION THREE HUNDRED THOUSAND DOLLARS AND 0 CENTS ($40,300,000) (the "Minimum Investment") in the Project located within the city limits of San Antonio and within the boundaries of the TIRZ that will consist of the construction of approximately two hundred sixty (260) newly constructed housing units, located at the Project Site (the "Project"). The Minimum Investment shall include, but not be limited to, expenditures in: land acquisition, design, building construction costs, engineering, public improvement costs, taxes and insurance, administrative and financing costs, and DEVELOPER fees, as described in DEVELOPER'S CCHIP Application, **Exhibit C.**

   a. DEVELOPER shall ensure that all rental housing units have an average residential rent not exceeding two dollars and seventy-five cents ($2.75) per square foot, in accordance with the CCHIP Policy.

2. Construction. DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before May 31, 2019 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than July 31, 2021 (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 an affidavit from the general contractor for the Project attesting that construction has commenced. The Completion Date shall be determined by the issuance of a final Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld. Failure to demonstrate progress toward the Commencement Date within 12 months of this Agreement may result in the City terminating this Agreement. No more than one extension of the Commencement Date may be approved by the CITY under this Agreement.

a. DEVELOPER shall provide written 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.

e. DEVELOPER must be in good standing with the CITY, not have any unresolved code violations with the CITY, must have remitted any taxes due to the CITY, and be free from any outstanding litigation with the CITY at the time of the Agreement.

f. DEVELOPER shall, for the Term of this Agreement, ensure that no units within the Project participate in Type 2 short term rental (as defined by City ordinance or as amended) to include units being offered on STR platforms such as Airbnb or VRBO.

g. Should DEVELOPER, its individual partners, agents and/or assigns default in any material terms of this Agreement resulting in a termination, then the same shall be denied access to any and all City incentives in future projects.

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 and TIRZ are providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, TWO MILLION EIGHT HUNDRED FIFTY THOUSAND TWO HUNDRED TWENTY-THREE DOLLARS AND 0 CENTS ($2,850,223.00), as summarized in the attached CCHIP Agreement Term Sheet, **Exhibit D**.

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

(a) Fully executed Agreement by all Parties; and

(b) Evidence of the issuance of a building permit from the City of San Antonio for the residential component of the Project on or prior to the Commencement Date; and

(c) A letter by the general contractor confirming commencement of construction of the project; and

(d) A letter from a qualified financial institution, Financial Controller, or Certified Public Accountant 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; and

(e) Documentation of design approval for the Project by the Historic and Design Review Commission.

A. Annual Real Property Tax Reimbursement. Subject to the terms and conditions of this Agreement and the Payment Conditions (defined below), for each tax year commencing with the Initial Reimbursement Tax Year and then continuing annually for a total of fifteen (15) consecutive tax years throughout the remainder of the Term of this Agreement, CITY and TIRZ shall provide DEVELOPER, following submission of a tax invoice by DEVELOPER indicating full payment of all taxes owed by DEVELOPER on the Project, an annual grant for the Term of this Agreement.

(a) The amount of the annual grant (the "Annual Incremental Property Tax Reimbursement") shall be equal to one hundred percent (100%) of:

(i) The actual amount of real property taxes paid to CITY with respect to the Project Site for the immediately preceding Tax Year, *less* the amount of real property taxes paid to CITY with respect to the Project Site for the tax year ending 2018 (the "Base Year"), which shall be defined as the immediately preceding tax year from the date of execution of this agreement, **Exhibit E**.

a. The "Initial Reimbursement Tax Year" shall be defined as the first tax year immediately following the tax year in which actual project completion occurs, for which reimbursement under this section can be sought.

(b) Payment of the Annual Incremental Property Tax Reimbursement to DEVELOPER shall occur in accordance with the following conditions (collectively, the "Payment Conditions"):

(i) For each tax year during the Term of this Agreement, CITY and TIRZ shall pay the Annual Incremental Property Tax Reimbursement to DEVELOPER provided the CITY has deposited funds into the TIF for that particular tax year, pursuant to Section 311.013 of the Texas Tax Code. DEVELOPER further understands that the level of participation in the TIRZ by participating governmental entities may be less than 100%.

(ii) For any particular tax year during the Term of this Agreement, if no tax increment is realized within the TIRZ, then the TIRZ shall defer payment of the Annual Incremental Property Tax Reimbursement that is due to DEVELOPER under this Article, during that tax year.

(iii) For any particular tax year during the Term of this Agreement, if insufficient tax increment is realized within the TIRZ to permit the full payment of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article, the TIRZ shall pay as much of the Annual Incremental Property

Tax Reimbursement to DEVELOPER, as possible, and the TIRZ shall defer payment of any unpaid balance of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article during that tax year.

(iv) It is expressly agreed that all deferred Annual Incremental Property Tax Reimbursements (the "Deferred Amounts Due") shall accrue without interest and shall be payable at the earliest reasonable opportunity to DEVELOPER by the TIRZ upon the availability of tax increment in the Tax Increment Fund during the Term of this Agreement.

(v) DEVELOPER acknowledges that unless the TIRZ is extended, payments will cease upon termination of the TIRZ and reconciliation of all accounts. Should the TIRZ terminate, CITY may consider at the request of Developer, to: 1) extend the term of the TIRZ; or 2) undertake payment of the Annual Incremental Property Tax Reimbursement. The decision to either extend the TIRZ term or undertake payments of the Annual Incremental Property Tax Reimbursement is at the sole discretion of the CITY. However, should the CITY undertake the Annual Incremental Property Tax Reimbursement, then such payment shall be reduced annually to sixty-two point six percent (62.6%) of the annual incremental property tax paid by DEVELOPER. City shall determine the number of years it shall make the Annual Incremental Property Tax Reimbursement payment, but in no case shall that term exceed the Term of this Agreement.

(vi) The DEVELOPER understands and agrees that any expenditure made by the DEVELOPER in anticipation of reimbursement from tax increments shall not be, nor shall be construed to be, financial obligations of the CITY or the TIRZ. The DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the Project, changes in interest rates or capital markets, changes in building and development code requirements, changes in CITY policy, and/or unanticipated effects covered under legal doctrine of force majeure.

(vii) Any and all amounts payable by the TIRZ under this Agreement are payable solely from the TIRZ Tax Increment Fund, and no claim for payment of any amount outside of this contribution shall be made, claimed or permitted against any other funds, properties, assets or the general credit of the TIRZ and/or the CITY.

(viii) Any fees associated with the administration of the TIRZ shall take priority of payment over DEVELOPER's reimbursement.

(c) Obligation to Pay Taxes. It is understood that DEVELOPER shall continue to pay all taxes owed on the Project Site as required by law. Taxes owed shall be determined by

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

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

(e) Payment to City for Affordable Housing. DEVELOPER agrees to pay to City an annual amount equivalent to twenty-five percent (25%) of its Annual Incremental Property Tax Reimbursement. Such payment shall be made no later than thirty (30) days following DEVELOPER's receipt of the CITY's reimbursement. Such funds shall be utilized by CITY to encourage the development of affordable housing in the city.

B. RESERVED.

C. Fee Waivers. CITY is providing DEVELOPER with City fee waivers in the approximate amount of ONE HUNDRED TWELVE THOUSAND SIX HUNDRED ONE DOLLARS AND 0 CENTS ($112,601.00) and SAWS impact fee waivers in an amount not to exceed FOUR HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED SEVENTY-EIGHT DOLLARS AND 0 CENTS ($423,378.00). The Fee Waivers are administrative in nature and are effective as of the date they are issued as reflected in the attached Fee Waiver Transmittal, **Exhibit F**.

ARTICLE V. CITY AND TIRZ OBLIGATIONS

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

B. Neither CITY nor TIRZ will be liable to DEVELOPER or any other entity for any costs incurred by DEVELOPER in connection with this Agreement.

C. The CITY agrees to act as the fiscal agent on behalf of the TIRZ by making disbursements from the TIF for the Project pursuant to this Agreement. Additionally, the CITY shall monitor DEVELOPER's compliance with the terms and conditions of this Agreement and provide updated information to the TIRZ regarding the progress of the Project.

ARTICLE VI. RETENTION AND ACCESSIBILITY OF RECORDS

A. DEVELOPER shall maintain the fiscal records and supporting documentation for expenditures of Incentives associated with this Agreement. DEVELOPER shall retain such records and any supporting documentation for the greater of: (1) five [5] years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

B. DEVELOPER shall, following reasonable advance written notice from the CITY, give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine all material records related to the cost of Project (the "Records") and the expenditure of the Incentives. CITY's access to the Records will be limited to information needed to verify that DEVELOPER is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the CITY. DEVELOPER shall not be required to disclose to the CITY or TIRZ 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 and/or TIRZ 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 and TIRZ shall extinguish.

B. CITY and/or TIRZ 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 and TIRZ 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 and/or TIRZ 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 material breach by DEVELOPER of any terms of this Agreement.

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

ARTICLE X. NOTICE

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

<u>If intended for CITY, to</u>:	City of San Antonio Attn: Director Center City Development & Operations Department P.O. Box 839966 San Antonio, TX 78283-3966
<u>If intended for TIRZ, to</u>:	Neighborhood & Housing Services Department City of San Antonio Attn: Tax Increment Finance Unit 1400 S Flores St San Antonio, TX 78204

If intended for DEVELOPER, to: SW Augusta Development, LLC
Attn.: Aaron Sherman
4145 Travis Street, Ste. 300
Dallas, TX 75204-1830

ARTICLE XI. SPECIAL CONDITIONS AND TERMS

A. Termination of TIRZ. The Parties agree that, in the event that the CITY, acting in accordance with State law, terminates the TIRZ or adopts an ordinance that causes the termination date of the TIRZ to occur on a date earlier than provided in the ordinance that initially established the TIRZ or by subsequent CITY ordinance, the DEVELOPER may petition the CITY to amend this Agreement, in its sole discretion, to provide for the payment of the Annual Property Tax Increment Reimbursement in accordance with the material terms and conditions of this Agreement. However, should the Project become located in another TIRZ, DEVELOPER may alternatively petition for assignment to said TIRZ in accordance with Article XXI.B.

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

ARTICLE XII. CONFLICT OF INTEREST

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

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

ARTICLE XIII. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. As a condition of entering into this Agreement, DEVELOPER represents and warrants that it will comply with the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance 2010-06-17-0531. As part of such compliance, DEVELOPER shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers funded in whole or in part with funds made available under this Agreement, nor shall DEVELOPER retaliate against any person for reporting instances of such discrimination. DEVELOPER shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's relevant marketplace. DEVELOPER understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of DEVELOPER from participating in City contracts, or other sanctions as provided by applicable law. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

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

ARTICLE XIV. LEGAL AUTHORITY

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

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

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

ARTICLE XV. LITIGATION AND CLAIMS

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

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

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

ARTICLE XVI. ATTORNEY'S FEES

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

B. In the event CITY or TIRZ 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 or TIRZ herein contained, CITY and TIRZ agree to pay to the DEVELOPER reasonable fees of such attorneys and such other expenses so incurred by the DEVELOPER.

ARTICLE XVII. CHANGES AND AMENDMENTS

A. Except as provided below, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by all Parties to this Agreement. Any amendments to this Agreement which change or increase any of the Incentives to be provided DEVELOPER by CITY and/or TIRZ must be approved by CITY ordinance, with TIRZ Board approval, and in accordance with an official amendment of the TIRZ Project Plan and Financing Plan by the governing body of the TIRZ and 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.

D. DEVELOPER may be subject to administrative costs associated with requests to amend, assign or attest to the terms and conditions of this Agreement. The costs may be determined by City.

ARTICLE XVIII. SUBCONTRACTING

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

B. DEVELOPER, in subcontracting any of the performances hereunder, expressly understands that in entering into such subcontracts, neither CITY nor TIRZ is liable to DEVELOPER's subcontractor(s).

C. DEVELOPER assures and shall obtain assurances from all of its contractors where applicable, that no person shall, on the grounds of race, creed, color, disability, national origin, sex or religion, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement.

ARTICLE XIX. DEBARMENT

By signing this Agreement, DEVELOPER certifies that it will not award any Incentives provided under this Agreement to any party which it knows to be debarred, suspended or otherwise excluded from or ineligible for participation in assistance programs by the CITY.

ARTICLE XX. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the Parties hereto that, except as otherwise expressly provided herein, any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any other agreements between DEVELOPER and the CITY or TIRZ or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

ARTICLE XXI. ASSIGNMENT

A. This Agreement is not assignable by any Party without the written consent of the non-assigning Parties. Notwithstanding the foregoing, DEVELOPER may assign this Agreement to a parent, subsidiary, affiliate entity or newly created entity resulting from a merger, acquisition or other corporate restructure or reorganization of DEVELOPER. In such cases, DEVELOPER shall give CITY no less than thirty (30) days prior written notice of the assignment or other transfer. Any and all future assignees must be bound by all terms and/or provisions and representations of this Agreement as a condition of assignment. Any attempt to assign the Agreement without the notification and subsequent consent of CITY and TIRZ, if consent is required under this Article and whose consent will not be unreasonable withheld, shall release CITY and TIRZ 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. The CITY and DEVELOPER also authorize the TIRZ to assign to any other Tax Increment Reinvestment Zone ("Zone") should this Project be included in the boundaries of said Zone and the Board of said Zone agrees to the assignment of all the duties, rights and obligations of the TIRZ as evidenced by a Board resolution. City staff and/or TIRZ shall be responsible for providing DEVELOPER written notice no less than 30 days prior to the proposed assignment.

C. 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 or TIRZ be obligated in any way to said financial institution or other provider of capital. The City, acting as fiscal agent for the TIRZ, shall only issue checks or any other forms of payment made payable to the DEVELOPER.

D. DEVELOPER may be subject to administrative costs associated with requests to amend, assign or attest to the terms and conditions of this Agreement. The costs may be determined by City.

ARTICLE XXII. ORAL AND WRITTEN AGREEMENTS

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

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

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

ARTICLE XXIV. INCORPORATION OF EXHIBITS

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

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

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of April 16**, 2019 (the "Effective Date"):**

Accepted and executed in three duplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 2018-12-13-0996, dated December 13, 2019, and by DEVELOPER pursuant to the authority of its Managing Partner.

CITY OF SAN ANTONIO,

a Texas Municipal Corporation

Lori Houston
Assistant City Manager

SW AUGUSTA DEVELOPMENT, LLC:

Aaron Sherman
Title: Manager

APPROVED AS TO FORM:

CITY ATTORNEY

TAX INCREMENT REINVESTMENT ZONE #31:

Lou Fox
BOARD CHAIRPERSON

EXHIBIT A
Legal Description of Property

PLAT NUMBER 180281

REPLAT & SUBDIVISION PLAT ESTABLISHING

AUGUSTA MULTI-FAMILY

BEING A TOTAL OF 2.587 ACRES, INCLUSIVE OF TWO 0.001 ACRE RIGHT OF WAY DEDICATIONS TO THE CITY OF SAN ANTONIO, BEING ALL OF ARBITRARY LOTS 5 AND 6, AND ALL OF ARBITRARY LOT A-8, BLOCK 6, NCB 821 AND ALL OF ARBITRARY LOT A-9, BLOCK 6, NCB 821 AS DESCRIBED IN DOCUMENT NUMBER 20180238644 OF THE OFFICIAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND LOT 7, BLOCK 25, NCB 821 OF THE BRIGHT SHAW SUBDIVISION RECORDED IN VOLUME 7300, PAGE 181 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOT 8, BLOCK 25 IN NEW CITY BLOCK 821 IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

SCALE: 1" = 50'

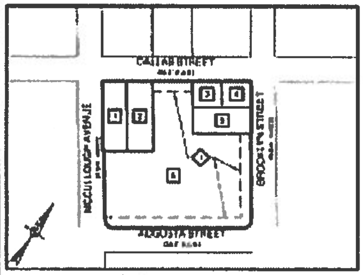
0' 50' 100' 150'

PAPE-DAWSON ENGINEERS

DATE OF PREPARATION: December 11, 2018

LOCATION MAP

NOT TO SCALE



SUBJECT AREA

THE SUBJECT AREA BEING A TOTAL OF 2.587 ACRES OUT OF ARBITRARY LOT A-8 & BLOCK 6, NCB 821 AND ARBITRARY LOT A-9, BLOCK 6, NCB 821 AND ARBITRARY LOTS 5 AND 6, BLOCK 25, NCB 821, AS RECORDED IN DOCUMENT NUMBER 20180238644 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

REPLAT AREA

2.587 ACRES BEING REPLATTED WAS PREVIOUSLY PLATTED AS LOT 7, BLOCK 25, NCB 821 AND THE 25' BUILDING SETBACK OF THE BRIGHT SHAW SUBDIVISION RECORDED IN VOLUME 7300, PAGE 181 ON AUGUST 22, 1974, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

LEGEND

CB	COUNTY BLOCK
NCB	NEW COUNTY BLOCK
DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
ROW	RIGHT-OF-WAY
VOL	VOLUME
PG	PAGE(S)

OPR/SAWS/CPS/COSA UTILITY: [illegible]

SAWS WASTEWATER EDU: THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDUS) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE UNDER THE PLAT NUMBER AT THE SAN ANTONIO WATER SYSTEM.

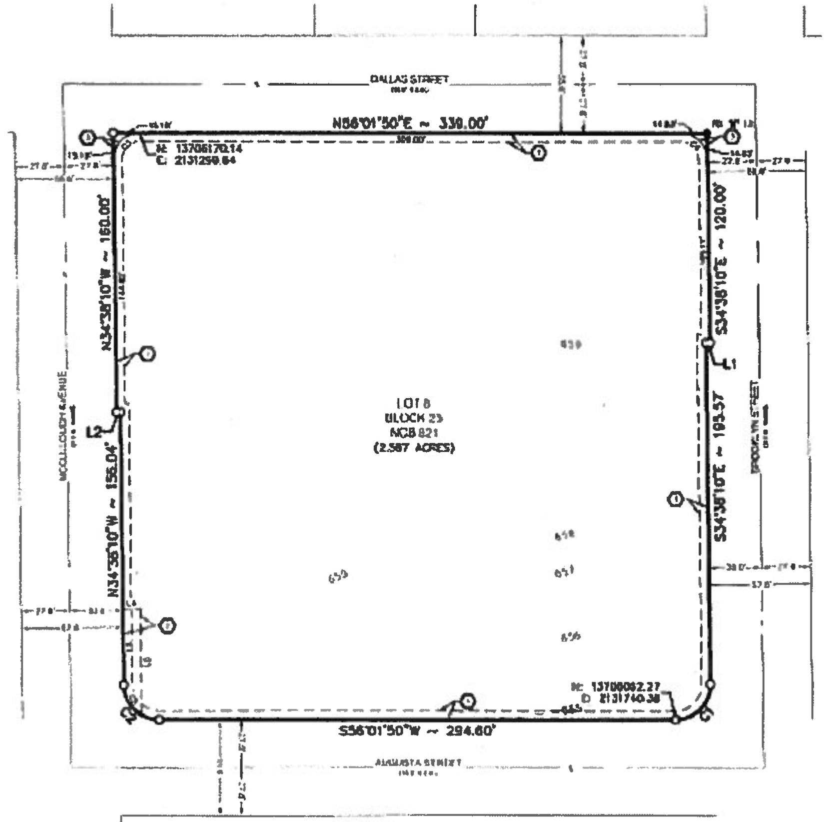
CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C2	20.00'	[illegible]	[illegible]	[illegible]	[illegible]
C3	15.00'	[illegible]	[illegible]	[illegible]	[illegible]
C4	15.00'	[illegible]	[illegible]	[illegible]	[illegible]
C5	20.00'	[illegible]	[illegible]	[illegible]	[illegible]

LINE TABLE		
LINE #	BEARING	LENGTH
L1	[illegible]	2.20'
L2	[illegible]	2.20'
L3	[illegible]	[illegible]
L4	[illegible]	[illegible]
L5	[illegible]	[illegible]

FLOODPLAIN VERIFICATION: NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT AS VERIFIED BY FEMA MAP PANEL [illegible], EFFECTIVE DATE SEPTEMBER 29, 2010. FLOODPLAIN INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE FEMA MAP REVISIONS AND/OR AMENDMENTS.

RESIDENTIAL FINISHED FLOOR: RESIDENTIAL FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF EIGHT (8) INCHES ABOVE FINAL ADJACENT GRADE.

TREE NOTE: THIS SUBDIVISION IS SUBJECT TO A MASTER TREE PLAN [illegible] ... THE CITY ARBORIST OFFICE PER 35-477(H).



SAWS IMPACT FEE: [illegible]

COMMON AREA MAINTENANCE: [illegible]

SURVEYOR'S NOTES:

1. PROPERTY CORNERS ARE MONUMENTED WITH CAP OR DISK MARKED "PAPE-DAWSON" UNLESS NOTED OTHERWISE.
2. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 ... ESTABLISHED FOR THE SOUTH CENTRAL ZONE ...
3. DIMENSIONS SHOWN ARE SURFACE.
4. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 ... FOR THE SOUTH CENTRAL ZONE.

STATE OF TEXAS
COUNTY OF BEXAR

[illegible]

12-17-18

STATE OF TEXAS
COUNTY OF BEXAR

[illegible]

REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF BEXAR

[illegible]

STATE OF TEXAS
COUNTY OF BEXAR

[illegible]

THIS PLAT OF AUGUSTA MULTI-FAMILY HAS BEEN SUBMITTED TO THE CITY OF SAN ANTONIO, TEXAS, AND IS HEREBY APPROVED ... DATED THIS 6 DAY OF [illegible] A.D. 2019

STATE OF TEXAS, COUNTY OF BEXAR
I, LUCY ADAME-CLARK, COUNTY CLERK OF BEXAR COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AND DULY RECORDED IN THE PLAT RECORDS OF BEXAR COUNTY ON [illegible]
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE.
COUNTY CLERK, BEXAR COUNTY, TEXAS

BY ______ DEPUTY

SHEET 1 OF 1

MATT JOHNSON 64827

DOC. NUMBER: 20190022294

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

AUGUSTA MULTI-FAMILY

EXHIBIT B
Center City Housing Incentive Policy

RR
12/13/18
Item No. 4

ORDINANCE 2018-12-13-0996

AMENDING THE CENTER CITY HOUSING INCENTIVE POLICY (CCHIP) AND EXTENDING THE CCHIP PROGRAM FOR A PERIOD OF TWO (2) YEARS; AND REPLACING THE CITY'S INNER CITY REINVESTMENT/INFILL POLICY (ICRIP) WITH THE CITY OF SAN ANTONIO FEE WAIVER POLICY.

* * * * * *

WHEREAS, in 2010, the ICRIP was approved by City Council to encourage infill activity and the creation of sustainable neighborhoods that are safe, walkable, mixed-use, compact and well-designed; and

WHEREAS, in June 2012, City Council adopted the CCHIP, an as-of-right housing incentive program designed to encourage economic development in the center city; and

WHEREAS, the CCHIP was renewed with amendments in 2016, reducing the program boundary, improving administrative operations, and extending the program through June 2018; and

WHEREAS, on October 2, 2017, a Council Consideration Request was issued requesting a review of City incentives for residential and commercial developments to include the City's CCHIP and ICRIP programs; and

WHEREAS, on January 11, 2018, City Council approved a temporary moratorium on administrative approvals of CCHIP agreements, directing staff to reevaluate the existing program and to prepare recommendations to present to City Council; and

WHEREAS, City staff is recommending amendments to both the CCHIP and ICRIP programs in accordance with **Exhibit A**; **NOW THEREFORE**:

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

SECTION 1. The City Council hereby approves amendments to the CCHIP and ICRIP programs as provided in **Exhibit A** and approves an extension of the CCHIP Program for an additional two year period.

SECTION 2. This Ordinance shall become effective immediately upon its passage by eight (8) affirmative votes or effective ten (10) days after its passage by fewer than eight (8) votes.

RR
12/13/18
Item No. 4

PASSED AND APPROVED this 13th day of December, 2018.

M A Y O R
Ron Nirenberg

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Andrew Segovia, City Attorney

Agenda Item:	4
Date:	12/13/2018
Time:	01:44:28 PM
Vote Type:	Motion to Cont/Post
Description:	Ordinance adopting amendments to the Center City Housing Incentive Policy (CCHIP) and Inner City Reinvestment/Infill Policy (ICRIP) [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]
Result:	Failed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor			x			
Roberto C. Treviño	District 1			x			
William Cruz Shaw	District 2			x			
Rebecca Viagran	District 3			x			
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6			x			
Ana E. Sandoval	District 7		x				x
Manny Pelaez	District 8	x					
John Courage	District 9			x			
Clayton H. Perry	District 10			x			

Agenda Item:	4
Date:	12/13/2018
Time:	02:13:20 PM
Vote Type:	Motion to Approve
Description:	Ordinance adopting amendments to the Center City Housing Incentive Policy (CCHIP) and Inner City Reinvestment/Infill Policy (ICRIP) [Lori Houston, Assistant City Manager; John Jacks, Director, Center City Development and Operations]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4			x			
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7			x			
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

RR
12/13/18
Item No. 4

Exhibit A

City of San Antonio Fee Waiver Program Guidelines
Effective January 2, 2019

1. Policy Statement
It is the policy of the City of San Antonio to encourage responsible development in the city. The City of San Antonio Fee Waiver Program specifically addresses these goals by encouraging the development and preservation of affordable/workforce housing, the rehabilitation of historic properties, and to foster business development. The policy becomes effective January 2, 2019.

2. Program Description
Eligible projects under this program may receive a full or partial waiver of City development fees and/or SAWS water and sewer impact fees. Fee waivers are funded by annual appropriations from the General Fund and from the San Antonio Water System, respectively. All fee waivers are subject to funding availability and are administered by the Center City Development and Operations Department (CCDO).

3. Program Goals
Fee waivers will support the overall policy goals of the COSA Fee Waiver Program as outlined below:

1. Support the creation and preservation of affordable/workforce housing citywide.
2. Increase redevelopment of underutilized buildings through the rehabilitation, upgrade, and adaptive reuse of existing structures.
3. Encourage the development and expansion of small businesses, legacy businesses, and targeted industry development projects.

4. Eligibility
Fee waivers will support eligible projects through one of four (4) categories: Affordable Housing, Owner-Occupied Rehabilitation, Historic Rehabilitation, and Business Development. In no case shall City fee waivers exceed the total cost of fees incurred by the project. SAWS fee waivers shall not exceed $150,000.00 per project ($250,000.00 for projects qualifying under the Affordable Housing category), except where approved by City Council. Unless otherwise noted, criteria and waiver amounts for one category of the Fee Waiver Program will not apply to another category.

1. For the purposes of this program, a project is defined as a development on a contiguous property or properties consisting of new construction, rehabilitation, repair or maintenance of existing structures, or any combination thereof. A project may include multiple structures (e.g. a multifamily complex) or a single structure (e.g. a single-family house). For developments consisting of multiple phases on adjacent or nearby parcels, each phase may be considered one project.
2. The following projects are NOT ELIGIBLE for fee waivers:
    a. Projects over the Edwards Aquifer Recharge or Contributing Zones that result in additional impervious cover (does not apply to residential projects that include at least 75 percent affordable housing units).
    b. Projects within a FEMA-designated 100-year floodplain.

c. Religious or sectarian facilities.
d. Surface parking lots that are not part of a larger development or expansion project.
e. 100% publicly-funded projects. This includes bond-funded projects and projects on military installations.
f. Schools, including all public, private, and charter institutions.
g. Hotels, motels, pawn shops, nightclubs, bars, gun shops, liquor stores, tattoo parlors, tanning salons, tobacco/tobacco-like related establishments, specified financial institutions (see UDC Section 35-A101), kiosks, sexually-oriented businesses, and non-permanent structures such as manufactured homes.
h. Projects located outside the current city limits, including the extraterritorial jurisdiction and areas of limited-purpose annexation.

3. Projects must be appropriately zoned for the intended use at the time the application is submitted. Fee waivers shall not be used to cover the cost of rezoning a property to allow for its intended use.
4. For a period of five (5) years following Certificate of Occupancy or other appropriate proof of project completion, projects participating in this program shall not be eligible to receive a Short Term Rental permit that results in an entire unit being offered for rent on STR platforms such as Airbnb or VRBO.

A. Affordable Housing

Project eligibility shall be determined using the criteria below and will be confirmed by the Center City Development and Operations Department with input from the Neighborhoods and Housing Services Department as needed.

1. The project must include at least 25% percent affordable housing units, and an additional 25% of units in the project must either be affordable or workforce housing units. Affordable units and workforce units are defined as follows:
   a. Affordable Rental units reserved for households earning at or below 60% of the Area Median Income (AMI) for the San Antonio-New Braunfels metropolitan area using HUD and/or TDHCA income limits as applicable. To qualify under this policy, rents charged for affordable units shall not exceed approximately 30% of the household's gross monthly income.
   b. Workforce Rental units reserved for households earning between 61% - 80% of the Area Median Income (AMI) for the San Antonio-New Braunfels metropolitan area using HUD and/or TDHCA income limits as applicable. To qualify under this policy, rents charged for affordable units shall not exceed approximately 30% of the household's gross monthly income.
   c. For-sale units reserved for households earning at or below 120% of the Area Median Income (AMI) for the San Antonio-New Braunfels metropolitan area using HUD and/or TDHCA income limits as applicable. To qualify under this policy, homes sold to income-qualified households must be the owner's primary residence.
2. All affordable rental housing units that receive fee waivers through this program must demonstrate affordability for a minimum of fifteen (15) years and be qualified through a local, state, or federal affordable housing program that includes a minimum affordability term and regular compliance requirements (e.g. Housing Tax Credits, HOME, etc.). For-sale units must

demonstrate affordability to a qualified homebuyer at the time of sale and include a resale restriction for a minimum of five (5) years following the initial sale.

3. The unit mix of affordable housing units shall be comparable to the unit mix of any market-rate units provided in the same project (*for example, if 20 percent of market-rate units contain two bedrooms, 20 percent of affordable units shall also contain two bedrooms*).

B. Owner Occupied Rehabilitation

Project eligibility shall be determined using the criteria below and will be confirmed by the Center City Development and Operations Department with input from the Neighborhoods and Housing Services Department as needed.

1. Recipients of housing repair/rehabilitation programs administered by the Neighborhood and Housing Services Department (NHSD) or an eligible nonprofit organization are considered eligible under the Fee Waiver Program.
    a. Eligible NHSD programs include, but are not limited to, Owner-Occupied Rehabilitation, Minor Repair, Under 1 Roof, Let's Paint, and Green & Healthy Homes.
    b. Eligible nonprofit organizations include, but are not limited to, certified Community Housing Development Organizations (CHDOs).

C. Historic Rehabilitation

Project eligibility shall be determined using the criteria below and will be confirmed by the Center City Development and Operations Department with input from the Office of Historic Preservation as needed.

1. The project must qualify for the Local Tax Exemption for Substantial Rehabilitation, i.e. the property must be a national, state, or locally designated historic landmark or be located within a national or local historic district, and the owner must invest substantial rehabilitation efforts that prolong the life of the building.
2. For residential structures, the incentive must result in the property retaining its residential use. Commercial structures receiving fee waivers may remain commercial in use or may be converted to residential use. All improvements must be coordinated with the Office of Historic Preservation.

D. Business Development

Project eligibility shall be determined using the criteria below and will be confirmed by the Economic Development Department or, for the Legacy Business component, the Center City Development and Operations Department with input from the Office of Historic Preservation and/or World Heritage Office as needed.

1. Targeted-industry and exceptional project eligibility:
    a. As defined in the Economic Development Business Fee Waiver Program Guidelines.
2. Small business development eligibility:
    a. As defined in the Economic Development Business Fee Waiver Program Guidelines.
3. Legacy business development eligibility:

a. The project must qualify for the Legacy Business Program offered through the Office of Historic Preservation, i.e. the business has been operational for 20 years or more and contributes to the history, culture, and authentic identity of San Antonio.

5. Waiver Amounts

City Fee Waivers are made available on an annual basis through the City's General Fund. For Fiscal Year 2019 the amount is $2,500,000.00. Of this allocation, $1,500,000.00 will be made available to projects meeting the criteria herein; the actual amount available to projects may be prorated based on the actual amount of City Fee Waivers available for the given fiscal year and may be adjusted based on demand with administrative approval by the Director of the Center City Development & Operations Department.

SAWS Fee Waivers have been made available to the City through Ordinance 2014-05-29-0363 that covers a six-year period from FY 2015 to FY 2020, in an annual amount of approximately $3,000,000.00. Of this annual allocation, $1,500,000.00 will be made available to projects meeting the criteria herein; the actual amount available to projects may be prorated based on the actual amount of SAWS Fee Waivers available for the given fiscal year. All Fee Waivers are subject to funding availability.

On an annual basis, $800,000.00 in City Fee Waivers and $700,000.00 in SAWS Fee Waivers will be made available for projects meeting the Affordable Housing, Owner-Occupied Rehabilitation, Historic Rehabilitation, and Legacy Business criteria, subject to proration based on total annual allocations. A total of $500,000.00 in City Fee Waivers and $500,000.00 in SAWS Fee Waivers will be made available for projects meeting the targeted industry and exceptional project Business Development criteria, and $200,000.00 in City Fee Waivers and $300,000.00 in SAWS Fee Waivers will be made available for projects meeting the small business project criteria (excluding Legacy Business projects), subject to proration based on total annual allocations.

A. Affordable Housing

Projects meeting the Affordable Housing eligibility criteria per Section 4.A may receive fee waivers as follows:

1. City fee waivers granted under this Section 5.A are not limited in amount per project.
2. SAWS impact fee waivers granted under this Section 5.A.2 are limited to $250,000 per project and at the following per-unit rates:
    a. Up to 1.0 Equivalent Dwelling Unit (EDU) per residential affordable unit.
    b. 0.5 EDU per any other residential unit not qualifying as affordable under this program.
3. SAWS impact fee waiver requests of more than $250,000 require City Council approval, not including waivers granted under Section 6.4 below.

B. Owner-Occupied Rehabilitation

Projects meeting the Owner-Occupied Rehabilitation eligibility criteria per Section 4.B may receive fee waivers as follows:

1. City fee waivers granted under this Section 5.B are not limited in amount per project.
2. SAWS impact fee waivers granted under this Section 5.B.2 are limited to $10,000 or 1.0 Equivalent Dwelling Unit (EDU), whichever is lower.

C. Historic Rehabilitation

Projects meeting the Historic Rehabilitation eligibility criteria per Section 4.C may receive fee waivers as follows:

1. City fee waivers granted under this section 5.C are not limited in amount per project.
2. SAWS impact fee waivers granted under this Section 5.C.2 up to 1.0 Equivalent Dwelling Unit (EDU) per residential unit or 100 percent of total impact fees incurred for commercial projects, up to $150,000 per project.
3. SAWS impact fee waiver requests of more than $150,000 require City Council approval, not including waivers granted under Section 6.4 below.

D. Business Development

Projects meeting eligibility criteria may receive fee waivers as follows:

1. City fee waivers granted under this Section 5.D are not limited in amount per project.
2. Targeted-industry and exceptional projects:
    a. Eligible projects per Section 4.D.1 may receive SAWS impact fee waivers, up to a maximum waiver of $150,000.
    b. SAWS impact fee waivers exceeding $150,000 awarded under this Section 5.D.2 require City Council approval.
3. Small business development:
    a. SAWS impact fee waivers for small businesses will be determined based on the eligibility criteria in Tier 1, Tier 2, and Tier 3 as defined in the Small Business Section of the Economic Development Business Fee Waiver Guidelines.
4. Legacy business development:
    a. SAWS fee waivers granted under this section 5.D.4 may be up to 100 percent of the total impact fees incurred, up to $150,000 per project.

6. Additional Requirements and Conditions

1. All projects awarded waivers are subject to verification of project investment.
2. SAWS impact fee waiver requests exceeding $50,000 must be accompanied by an official SAWS Impact Fee Estimate.
3. Waivers are not retroactive. Reimbursements will not be granted for fees already paid.
4. Waivers awarded for housing projects under the Center City Housing Incentive Policy (CCHIP) will be granted per the terms of the CCHIP.
5. An administrative processing charge of $100 is required to activate any fee waivers awarded under this program. This charge applies to each waiver, City or SAWS, or $200 for both.
    a. Exceptions.
        i. Eligible participants in a repair/rehabilitation program administered by NHSD or an eligible nonprofit organization are exempt from this processing charge.
        ii. Eligible small businesses participating in the Business Development component of this program are exempt from this processing charge.
        iii. For a subdivision consisting of multiple single-family lots, only one administrative processing charge shall apply.

6. City fee waivers are valid for one year. SAWS fee waivers are valid for six (6) months. Each waiver is eligible for one renewal at no additional cost. The administrative fee of $100 will apply for each renewal thereafter as defined in Section 6.5 above. Projects are limited to two (2) renewals per waiver type.
7. The processing charge outlined in Sections 6.5 and 6.6 above are non-refundable. No exceptions. This includes failure to use a waiver before it expires.

7. Application Process

1. Applications will be received by the Center City Development and Operations Department (CCDO). Eligibility will be determined by the department responsible for the Fee Waiver category for which the application is received. CCDO will administer the issuance of Waiver IDs and all subsequent renewals.
2. Each applicant must complete an online application. Applicants may contact CCDO for assistance if needed.
3. If approved, applicant will be notified and receive a Waiver ID which will be activated upon payment of the applicable administrative fee.
4. Notifications are primarily through email. Alternative notification methods can be made by contacting CCDO.
5. Upon activation, the Waiver ID can be presented to the appropriate staff person to waive the applicable development/impact fees.

Center City Housing Incentive Policy

Effective January 2, 2019

Section 1. Background

In spring 2011, 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 targeted growth areas identified in the Downtown Strategic Framework Plan and prioritizes the Downtown Core. The Policy leverages increasing development in the Center City in order to facilitate the creation and preservation of affordable housing, incorporating recommendations developed by the Mayor's Housing Policy Task Force. The program also recognizes the need for incenting affordable housing throughout the City's Regional Centers in accordance with SA Tomorrow.

Section 2. Eligibility

The CCHIP applies to high density rental and for-sale housing projects (Projects) within the Greater Downtown Area (GDA), Regional Centers, and Transportation Corridors identified in the Via 2040 plan. Eligible Projects may receive City Fee Waivers, SAWS Impact Fee Waivers, Real Property Tax Reimbursement Grants, and infrastructure grants based on the terms outlined in the CCHIP.

Projects with an approved building permit at time of agreement execution are not eligible for CCHIP incentives. All projects must receive approval from the Historic and Design Review Commission prior to project commencement.

The CCHIP Policy was last amended by City Council on June 16, 2016. That policy revision established that properties zoned as "Single Family Residential" (e.g. "R-6," "R-5," "R-4") and "Mixed Residential" (e.g. "RM-4", "RM-5", "RM-6") are ineligible for incentives under this policy. No properties that were zoned as "Single Family Residential" or "Mixed Residential" as of June 16, 2016, are eligible for incentives under this policy. Rezoning the property to an eligible zoning type does not make the property eligible for incentives.

Properties with zoning of "Neighborhood Preservation" (e.g. "NP-8", "NP-10", "NP-15") or that allow for Manufactured Housing (e.g. "MH", "MHP", "MHC") are ineligible for incentives as of the effective date of the 2018 CCHIP policy. Rezoning the property to an eligible zoning type does not make the property eligible for incentives.

Any project receiving incentives through the CCHIP are not eligible to receive a permit through the Short Term Rental (STR) program that results in an entire housing unit being offered for rent on STR platforms such as Airbnb or VRBO.

Projects including a hotel component are not eligible for incentives through CCHIP.

Projects over the Edwards Aquifer Recharge or Contributing Zones, and projects located outside the current city limits, including the extraterritorial jurisdiction and areas of limited-purpose annexation, are not eligible for incentives through CCHIP.

Section 3. 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.

Affordable Housing and Workforce Housing (also Affordable Unit and Workforce Unit) –

- Affordable Rental Units are reserved for households earning at or below 60% of the Area Median Income (AMI) for the San Antonio-New Braunfels metropolitan area using HUD and/or TDHCA income limits as applicable (Affordable Housing).

- Workforce Rental Units are reserved for households earning between 61% - 80% of the Area Median Income (AMI) for the San Antonio-New Braunfels metropolitan area using HUD and/or TDHCA income limits as applicable (Workforce Housing).
    a. To qualify under this policy, rents charged for affordable units and workforce units shall not exceed approximately 30% of the household's gross monthly income. Affordable rental units and workforce rental units shall demonstrate affordability for a minimum of fifteen (15) years or be qualified through a local, state, or federal affordable housing program that includes a minimum affordability term and regular compliance requirements (e.g. Housing Tax Credits, HOME, etc.).

- For-sale Units reserved for households earning at or below 120% of the Area Median Income (AMI) for the San Antonio-New Braunfels metropolitan area using HUD and/or TDHCA income limits as applicable will be deemed affordable. To qualify under this policy, homes sold to income-qualified households must be the owner's primary residence. For-sale units must demonstrate affordability to a qualified homebuyer at the time of sale and include a resale restriction for a minimum of five (5) years following the initial sale.

City of San Antonio Fee Waiver Program – A City Council adopted Policy of the City of San Antonio to promote the development and preservation of affordable housing, the rehabilitation of historic structures, and small business and industry development through the use of development fee waivers. The City of San Antonio Fee Waiver Program replaces the Inner City Reinvestment/Infill Policy (ICRIP). Fees eligible for waiver will be reviewed administratively.

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) – see *City of San Antonio Fee Waiver Program.*

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 rental or for-sale housing development that creates multiple housing units at a density of at least:

- 18 dwelling units per acre for adaptive reuse or historic rehabilitation projects within the Greater Downtown Area (Level 1 or Level 2 areas) or in Level 3
- 33 dwelling units per acre for multifamily projects (25 dwelling units per acre for projects consisting exclusively of for-sale housing units) outside the Central Business District (Level 2 and Level 3 areas)
- 50 dwelling units per acre for all projects in the Central Business District (Level 1 Area)

Section 4. Geographic Area

The incentives provided by the CCHIP is based on the Project's location and future land use classification within the Greater Downtown Area (GDA). Properties with a future land use classification of "Urban Low Density Residential," "Medium Density Residential," and "Parks/Open Space" in an SA Tomorrow Regional Center or Community Plan shall not qualify for incentives under CCHIP. See attached map in Exhibit A for program areas. If there is conflict between an area described and Exhibit A, then Exhibit A controls.

Projects within the Central Business District (CBD) are within the Level 1 Incentive Area, projects located in the Greater Downtown Area and outside of the CBD are within the Level 2 Incentive Area. The Level 3 Incentive Area includes properties with eligible zoning in the SA Tomorrow Regional Centers and parcels with eligible zoning that are abutting Via's Primary Transportation Corridors under the 2040 Long Range Plan.

Level 3 Incentive Areas will go into effect when City Council adopts the Land Use Plan for the corresponding Regional Center or when Via determines the route locations for primary transit corridors through Via 2040.

Section 5. Affordability Requirements

Projects in the Level 2 Area that are under 5 stories must include a minimum of 10% affordable units, and an additional 10% of units in the project must either be affordable or workforce units. . Projects in Level 3 Area must include 20% affordable units. For projects consisting of rental housing in Level 2 and Level 3, the unit mix of affordable and workforce housing units shall be comparable to the unit mix of any market-rate units provided in the same project (*for example, if 20 percent of market-rate units contain two bedrooms, 20 percent of affordable units shall also contain two bedrooms*).

All projects with for sale units are ineligible for incentives if more than half of the for sale units have an initial sale price above the Federal Housing Administration's Forward Loan Limit. (see: https://entp.hud.gov/idapp/html/hicostlook.cfm). [Note: the FHA Forward maximum loan amount differs from the maximum loan amount available through Fannie Mae/Freddie Mac loan. The FHA Forward loan amount is the maximum sale price for eligibility under this policy.]

All rental housing projects must have average residential rents (the average rent across all residential units) less than $2.75 per square foot ("Maximum Rent Rate"). The developer must recertify rents annually. If rents rise above the Maximum Rent Rate in the first five years of occupancy from the date a Certificate of Occupancy is issued, then all incentives under this policy must be reimbursed. If rents rise over the Maximum Rent Rate after five years of building occupancy, then the owner will no longer be eligible for ongoing tax reimbursement grants, however they will not be required to reimburse incentives already received under the policy. The Maximum Rent Rate shall adjust annually based on the percentage change in AMI.

For projects approved by the Public Facility Corporation's (PFC) Board, the PFC's adopted affordability rules and requirements govern over the affordability requirements listed above.

Section 6. Fee Waivers

All projects eligible for incentives under this policy will receive City Fee Waivers as permitted by the City of San Antonio Fee Waiver Program.

A Project within the CBD (Level 1 Area) is also eligible to receive a SAWS Impact Fee Waiver equal to 100% of the Project's SAWS water and impact fees, not to exceed $1,000,000. Projects within the GDA outside of the CBD (Level 2 Area) are eligible for SAWS fee waivers equal to 100% of the Project's SAWS impact fees, not to exceed $500,000. Projects within Level 3 are eligible for SAWS fee waivers equal to 100% of the Project's SAWS impact fees, not to exceed $250,000.

City Fee Waivers are made available on an annual basis through the City's General Fund. For Fiscal Year 2019, the amount is $2,500,000.00. Of this annual allocation, $1,000,000.00 will be made available to projects meeting the criteria herein; the actual amount available to CCHIP projects may be prorated based on the actual amount of City Fee Waivers available for the given fiscal year and may be adjusted based on demand with administrative approval by the Director of the Center City Development & Operations Department.

SAWS Fee Waivers have been made available to the City through Ordinance 2014-05-29-0363 that covers a six-year period from FY 2015 to FY 2020, in an annual amount of approximately $3,000,000.00. Of this annual allocation, $1,500,000.00 will be made available to projects meeting the criteria herein; the actual amount available to CCHIP projects may be prorated based on the actual amount of SAWS Fee Waivers available for the given fiscal year. All Fee Waivers are subject to funding availability.

Section 7. Real Property Tax Reimbursement Grant

Eligible projects will receive a Real Property Tax Reimbursement Grant (Grant) disbursed over 15 years for Level 1 projects or 10 years for projects within Level 2 and Level 3. The reimbursement grant will be a rebate of 75% of the previous year's Maintenance & Operations (M&O) portion of the City's real property tax revenue remitted to the City (approximately 62.5% of City portion of the real property tax bill, subject to change). The remaining 25% of the M&O portion of the City's tax revenue will be deposited in a fund established for the purpose of creating and/or preserving affordable housing units, to be administered by the Neighborhood and Housing Services Department. The City's real property tax increment generated as a result of the Project is the funding source of the Grant. Rebate payments through the Real Property Tax Reimbursement Grant may be requested after Project completion on an annual basis, and payments will be disbursed annually as funds become available.

If a Project is within a Tax Increment Reinvestment Zone it will receive a rebate 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 (this includes both the debt rate and the M&O rate). Recipient must remit 25 percent of the annual property tax rebate they receive back to the City. The funds remitted back to the City will be deposited in the affordable housing fund to be administered by the Neighborhood and Housing Services Department. Recipient and project are not eligible for any tax reimbursements under this policy if 25% of funds previously remitted to the project have not been paid to City.

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.

Section 8. Infrastructure Grant

A Project qualifies for an Infrastructure Grant if the Project is located in the CBD (Level 1 Area) and at least 10% of the units qualify as affordable or workforce housing. The infrastructure grant is designed to assist with infrastructure upgrades and repairs considered typical for urban infill development, and may be used toward the following expenses:

- Water and/or sewer line repairs, upgrades, or extensions
- Electric service upgrades or repairs
- Public right-of-way improvements to include street and/or sidewalk enhancements, landscaping, and lighting
- Street-level façade improvements (for adaptive reuse or historic rehabilitation projects only)

A qualifying project will receive $10,000 for each affordable or workforce housing unit provided on site, up to a maximum of $500,000. Projects outside the CBD (Level 2 Area) are not eligible. The infrastructure grant is subject to funding availability.

Section 9. Density Bonus

Construction costs escalate as developers create height and density. Within Level 1 and Level 2 of the program area, residential density supports healthy street level retail, allows for a reduction in transportation demand, and increases property valuations and tax base, in turn generating dollars that can be used for public improvements and programs. Within Level 1 and Level 2, a density bonus of $0.10 per sq ft to the Maximum Rent Rate when the project is a "High Rise Building", as defined by the 2015 International Building Code.

Section 10. Displacement of Residents

Projects resulting in the direct displacement of residential tenants are not eligible for as-of-right CCHIP incentives.

Section 11. Additional Protections for Single Family Units

Any existing single family dwelling unit located on a property eligible for incentives may not be demolished, unless applicant demonstrates that the building is a "Dangerous Building" per Article VIII, Sec. 6-156 of the City Code. An applicant may submit a request to the Director of Development Services (or his/her designee) to request certification that the dwelling meets the definition of a "Dangerous Building". Notwithstanding the process identified above, any eligible project with a single family dwelling unit with historic designation that will be demolished as a result of the project must follow existing process in the City Code to completion (obtain a demolition permit) before the project can be eligible for incentives.

If a single family dwelling unit is present on a parcel at the time this policy is adopted and is subsequently demolished, the property will be ineligible for as of right incentives under this policy.

Section 12. Requirements for Additional Bike and Scooter Parking

A project seeking incentives under this policy must exceed the bike parking requirements from Sec. 35-526 of the Unified Development Code by 20% [See Chapter 35, Sec. 35-526 (b)(8) & (b)(9)], as well as accommodate parking for scooters on the property.

Section 12. Exceptions

Any exceptions to the CCHIP require City Council approval.

Section 13. Review and Term

The City will initiate a housing study for the CCHIP area every two 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 within 2 years of the date of City Council adoption.

Section 14. 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.

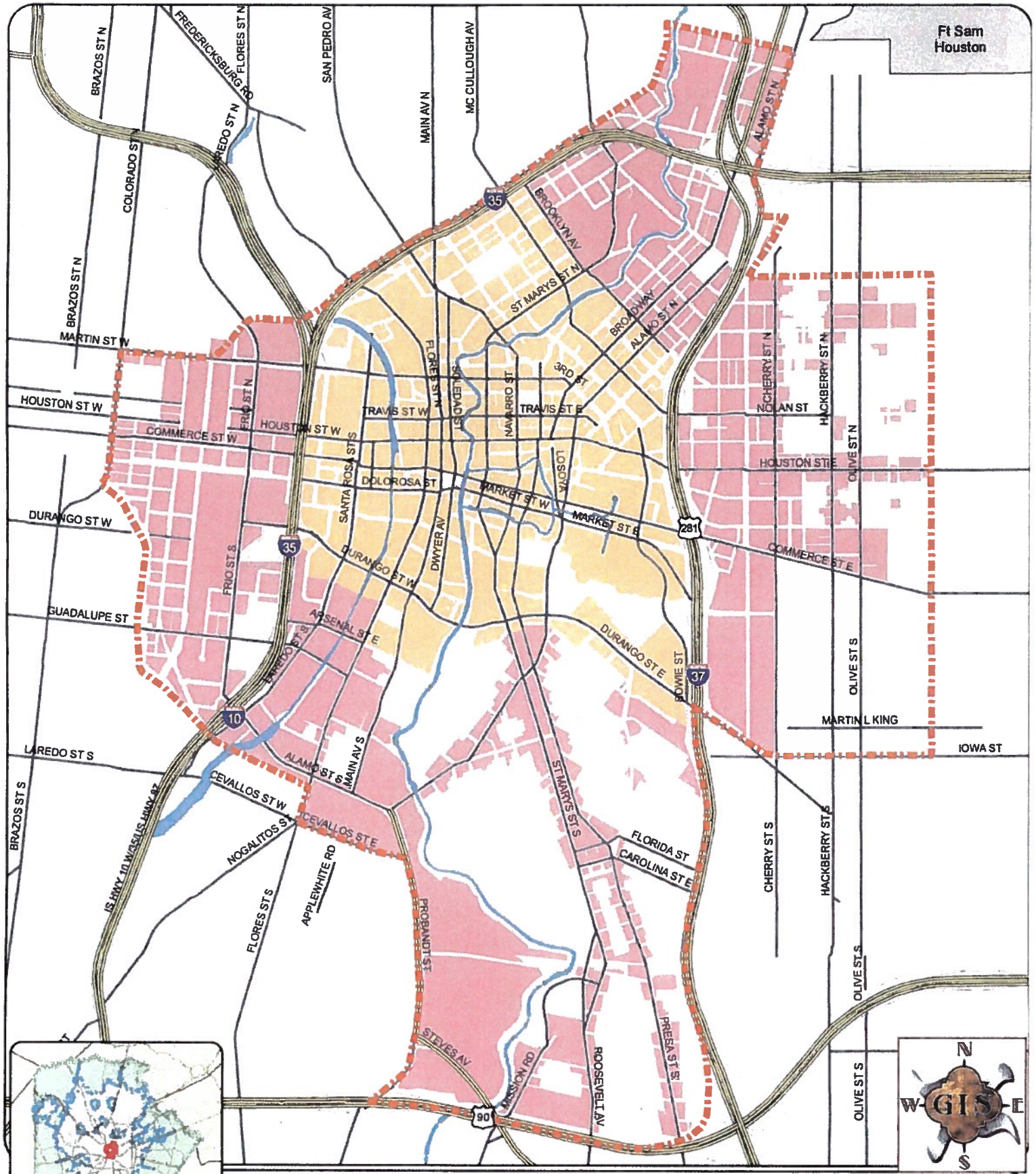
Section 15. Administration

The Center City Development & Operations (CCDO) Department will administer the CCHIP and any associated program fees. The CCDO Director is authorized to make non-substantive program changes as necessary for administrative purposes.

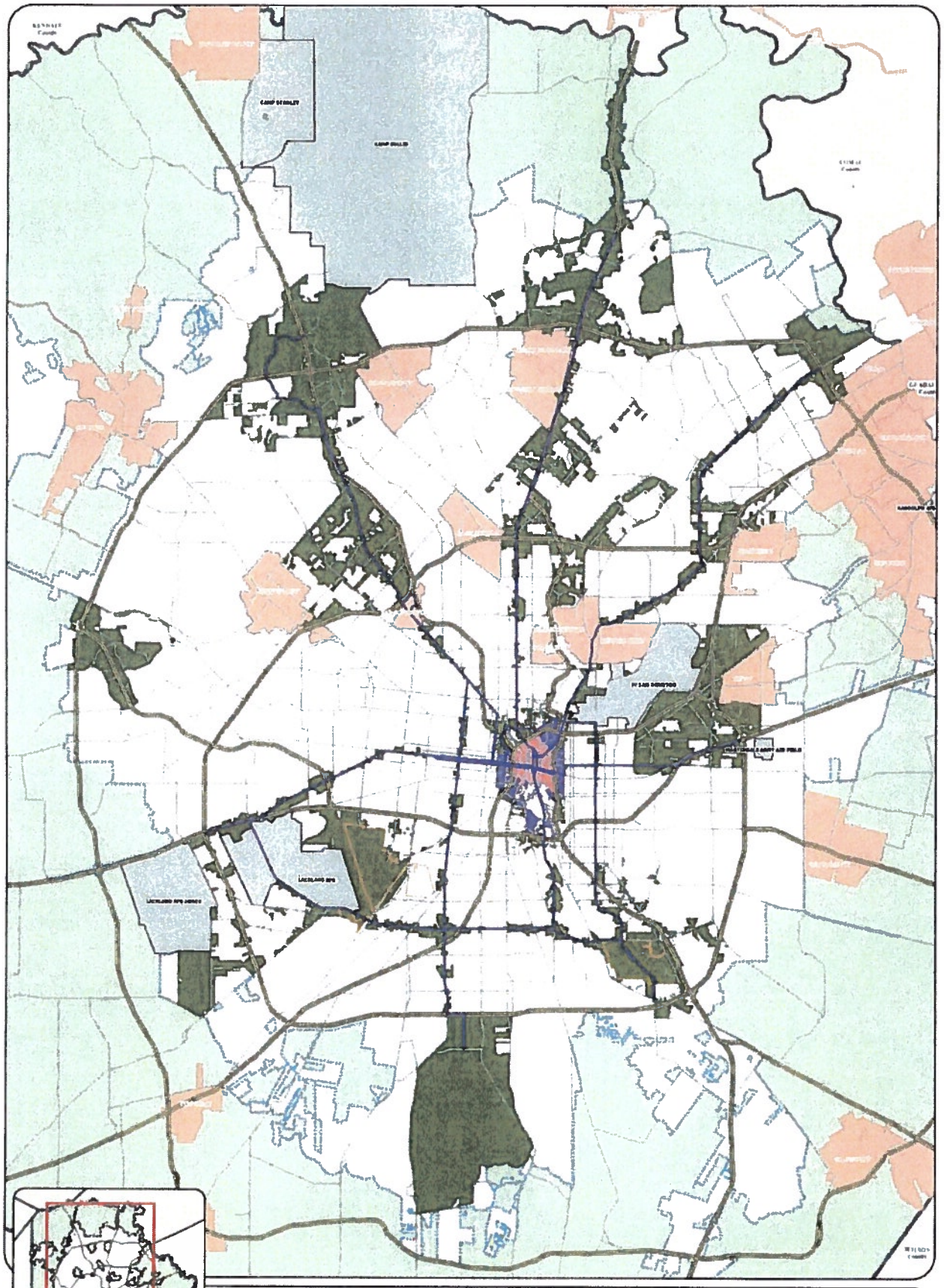
Section 16. Legal Documents

The legal documents used to officiate this policy include the CCHIP Application and the CCHIP Incentive Agreement as described in Exhibits B and C, which may be amended as necessary. 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 A – Eligible CCHIP Program Area



2018 City of San Antonio
CCHIP Redesign



Proposed Levels
- Level 1
- Level 2
- Level 3
- Via 2040 Transit Corridors
- Port Authority of San Antonio
- Brooks City Base
- City of San Antonio
- Cities and Towns
- Military Bases
- Expressways
- Major Roads

City of San Antonio

Proposed Zoning Tiers

0 0.5 1 1.5 2 Miles

City of San Antonio
Information Technology Services Department
GIS Public Services Division

EXHIBIT C
Developer's CCHIP Application

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT
& OPERATIONS DEPARTMENT

Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: Brandon Easterling Title: Principal

Company: Stillwater Capital

Project Role: Developer

Address, City, ST, ZIP: 3500 Oakmont, Suite 205, Austin, Texas 78731

Phone: 512-371-5820 Fax: _____ Email: brandon.easterling@stillwatercap.com

Project Information

Project Owner / Developer: Stillwater Capital

Other Associated Entities and Roles: _____

Project Name: Augusta Apartments

Project Site Address: 819 Augusta

Start Date of Construction: 02/20/09 Completion Date: 07/20/01

Cost of public improvements: $1,500,000

Estimated total project cost: $40,300,000 (including public improvements)

Housing units planned: 260 ☒ Rentals ☐ For Sale

Housing units per acre: 100

Affordable housing units planned:

Units to be reserved for households earning ≤ 120% AMI (for-sale only): _____

Units to be reserved for households earning ≤ 80% AMI: 13

Units to be reserved for households earning ≤ 60% AMI: _____

Units to be reserved for households earning ≤ 30% AMI: _____

Target rental price per square foot: $2.0 / Target sale price per square foot: $N/A

Square feet of retail space: N/A Square feet of commercial office space: 1,000

Estimated number of new jobs to be created, if any: 10

Site Information

City Council District #: 1 Current Zoning: FBZ T5-1 HE RIO-2

Current Site Uses Office/Banquet Hall

*Projects that must be rezoned from "Residential Single-Family" (e.g. R1-R6) are not eligible.

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

Property ID(s)#: 109-236-109241 Total Acreage: 2.6

Current Value: Land: $2,196,530.00 Improvements: $1,045,940.00

Geographic Location

Project must be located within a parcel or parcels classified as Level 1, Level 2, or Level 3.

- [x] Located in Level 1
- [ ] Located in Level 2
- [ ] Located in Level 3 (Note: Level 3 areas are eligible upon adoption by City Council)
- [ ] Located in a Tax Increment Reinvestment Zone (TIRZ), specifically: #34 Hemisfair

Project Characteristics/Features

- [ ] Historic Rehabilitation
- [ ] Brownfield Redevelopment
- [ ] Adaptive Reuse
- [ ] 6+ Stories in Height
- [x] Includes non-residential uses (retail, office)

Describe how this project will contribute to the City's sustainability goals (e.g. low impact development, renewable energy, tree canopy, waste management, etc.):

This is an inner city downtown multi-family project that will allow for workforce housing downtown. The downtown location will not be sprawl development and its location will encourage the use pf public/ non-auto transportation resources.

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?

   [x] 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: $846,755.00 (must obtain written estimate from SAWS)

   Projected time to install water/sewer services: (month/ year) 02/20/09

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

   - [ ] Equity
   - [ ] Housing Tax Credits
   - [x] Conventional Bank Financing
   - [ ] HUD Loans
   - [ ] Other: _____

4. Will any residents be displaced either temporarily or permanently as a result of this development? [x] No [ ] Yes

December 29, 2017

RE: New Ground up Multifamily Project located at 819 Augusta, San Antonio, Tx

To Whom It May Concern:

Stillwater Capital is currently under contract to purchase the 2.59-acre property located at 819 Augusta in San Antonio. Our plan currently is to relocate the two existing historic homes on the property to allow for a new, 260-unit class A multifamily project. This project will consist of primarily 1 bedroom (75%) and 2 bedroom (25%) units, ranging in size from 550sf to 1,200sf.

Stillwater Capital will develop and construct this project, ideally starting shortly after we close on the property in the 2nd quarter of 2018. The construction schedule right now would have us delivering our clubhouse and first units in the 4th quarter of 2019, with the final units coming online in the 2nd quarter of 2020. This project will be a 5-story wood structure, surrounding a 6-story concrete garage. As with all of our current projects, this project will include a resort style pool, extensive fitness center, outdoor grills and patio areas, along with a modern clubhouse offering wifi to all of the residents and their guests across the entire property. Our units will consist of high end cabinets, countertops, appliance packages and 10' ceilings throughout.

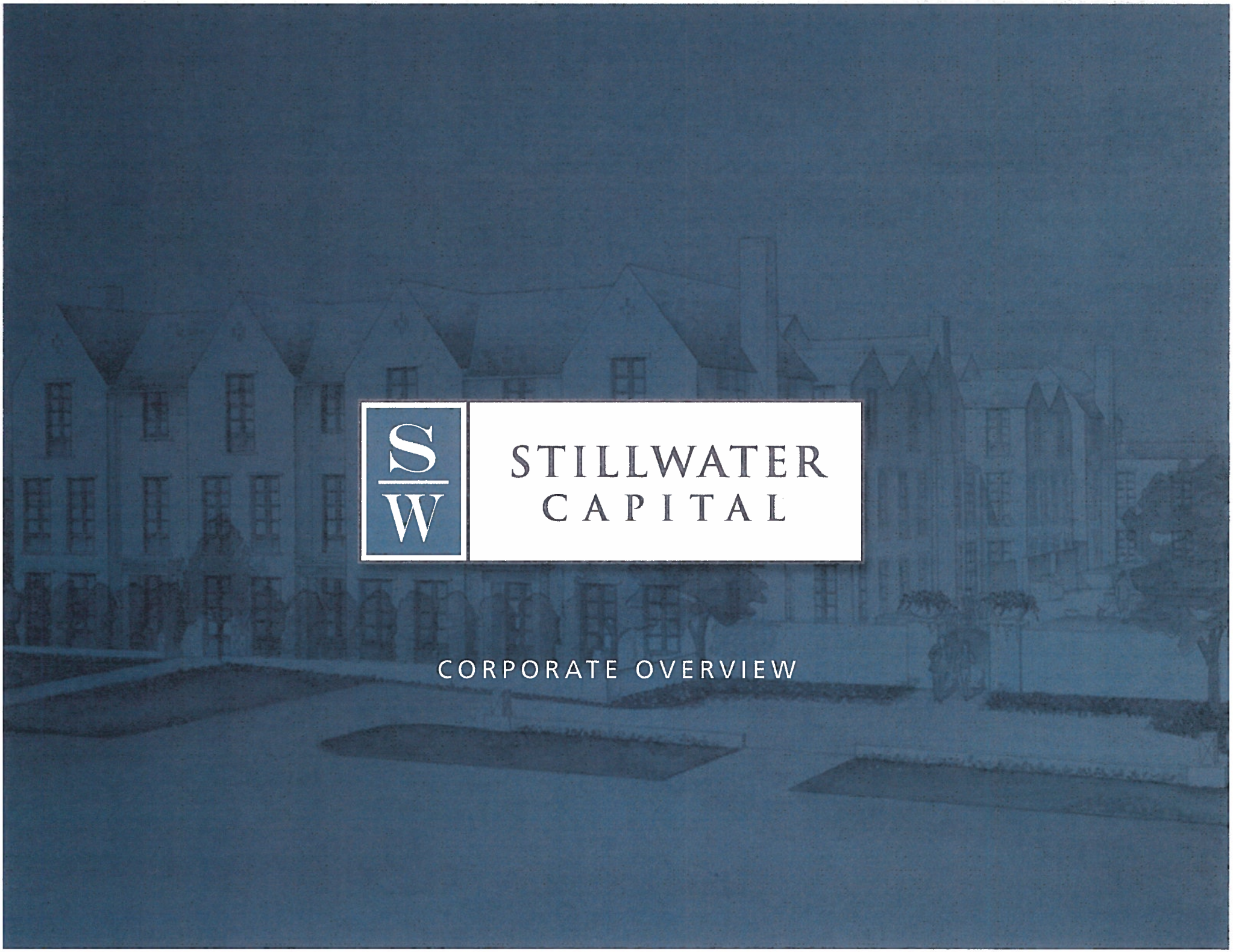
We are currently in the early stages of design for this project, but expect to see similar high-end materials and finishes on the exterior. We are focusing on making sure this project and its design fit in seamlessly with its surroundings. Stone, stucco, brick and other class A materials will be used to accentuate the modern yet historic feel of this project and this neighborhood.

As previously mentioned, this project will have a structured parking garage that will accommodate all resident and guest parking, while being hidden from view by the residential structure surrounding it. There are a few large trees on this site that we will attempt to design around and save. However, if we are unable to save them, we will abide by the City's tree ordinance and replace the lost inches elsewhere on the property.

We are very excited about this project and look forward to discussing it further with you all in the near future.

Best Regards,

Brandon Easterling
Central Texas Partner
Stillwater Capital Investments, LLC



STILLWATER CAPITAL

CORPORATE OVERVIEW

STILLWATER
CAPITAL

Stillwater Capital
4145 Travis Street
Suite 300
Dallas, TX 75204

MAIN 214.723.6063
FAX 214.292.8639
info@stillwatercap.com
Stillwatercap.com

TABLE OF CONTENTS

1 ..... Firm Overview

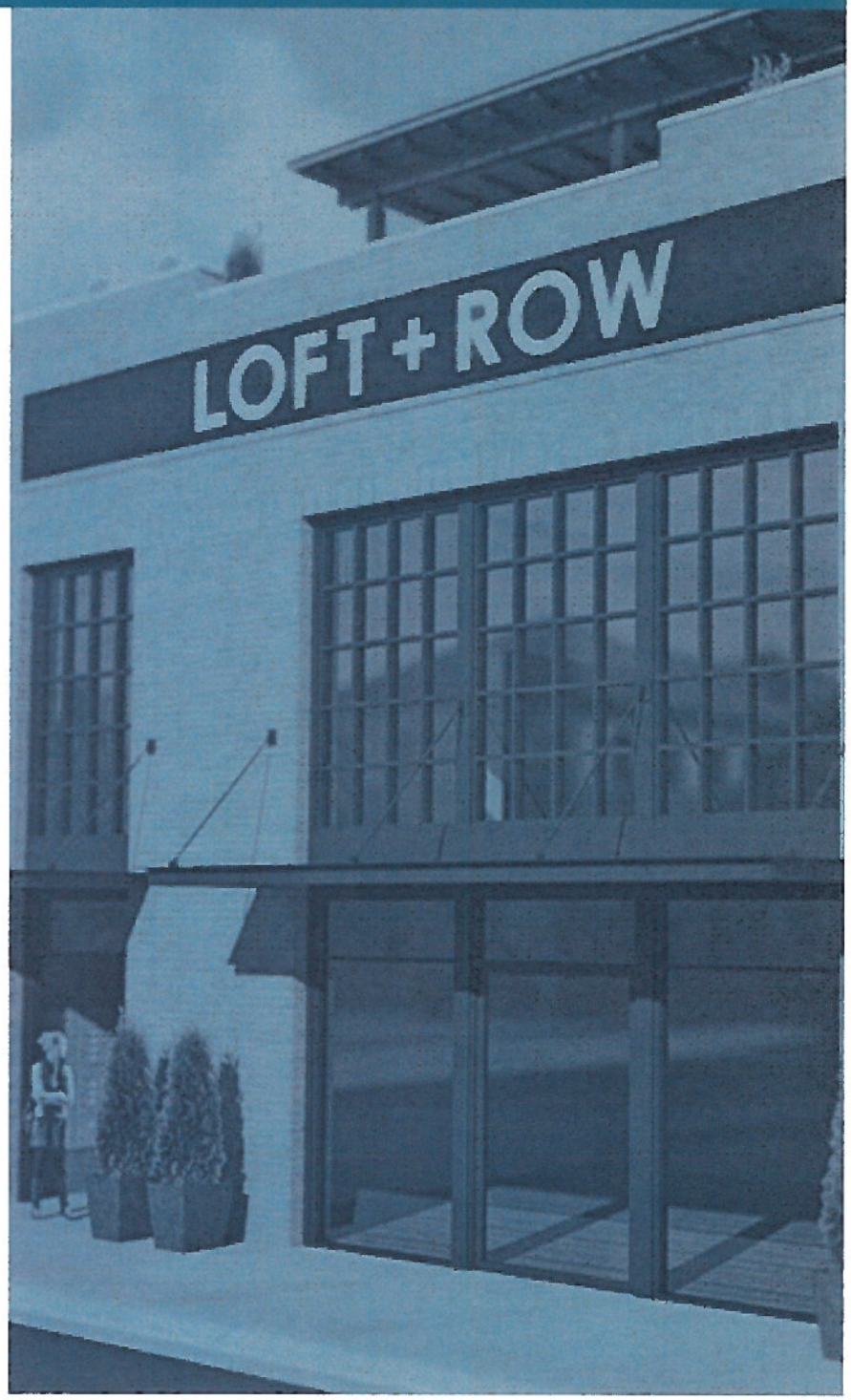
2..... Development
- For Rent
- For Sale

3..... Acquisitions and Investments

4 ..... Leadership Team

5..... Investment and Development Experience

6..... Development Projects



FIRM OVERVIEW

Stillwater Capital is a fully integrated, private real estate company with expertise in sourcing, underwriting, developing, acquiring and managing a vast spectrum of real estate products. Our team has a broad range of experience in managing unique property types such as infill multifamily communities, mixed-use properties, build to suit properties, and high-end single-family homes. Stillwater Capital is primarily focused on residential development, both single family and multifamily projects — working to conceive, construct and manage projects based upon a complete and balanced understanding of the impact to our communities, residence and partners. In collaboration with exceptional architects and design professionals, we create properties distinguishable by their timeless design, efficient layouts and first class amenities.

DEVELOPMENT

FOR RENT

Stillwater's multifamily division focuses on maximizing value for its investors and partners through creating exceptional rental living environments. These developments are placed in highly visible locations within Texas submarkets known for strong job opportunities and population growth.

FOR SALE

Stillwater's for sale division is a market leader in developing high-end residences in the most preferred areas of Dallas. Through Robert Elliott Custom Homes as well as Stillwater Capital, this division creates sophisticated single-family homes as well as luxurious mulitifamily residences.

ACQUISITIONS AND INVESTMENTS

The core of Stillwater Capital's investment philosophy is that higher returns can be achieved through the identification of inaccurate market pricings and the execution of the most appropriate strategies to capitalize on them. Our company is built on an unwavering commitment to maintain integrity, build relationships and maximize results.

WE CAPITALIZE ON OUR TEAM'S EXPERTISE, OUR UNIQUE PROPERTIES, OUR COMMITMENT TO INTEGRITY AND OUR NETWORK OF RELATIONSHIPS TO PROVIDE SUPERIOR REAL ESTATE PRODUCTS AND SERVICES TO OUR CLIENTS AND OUR COMMUNITIES.

Aaron Sherman
Co-Founder / Partner
aaron.sherman@stillwatercap.com

Aaron Sherman is the co-founder of Stillwater Capital and oversees the company's development and investment activities. Prior to forming Stillwater Capital, Sherman worked with Ross Perot, Jr. and his team for ten years at Hillwood Development Company. Sherman worked within Hillwood Development's strategic investment arm, focusing on both direct and third-party joint venture investment opportunities. Sherman later served as development manager, with responsibilities including the development and construction management of more than $150 million dollars of luxury multifamily high-rise properties, all located within Dallas' Victory Park mixed-use district. During the course of his career, Sherman has participated in the acquisition, development and disposition of real estate assets of various property types — including residential, hotel, office and industrial — totaling more than $2.0 billion dollars. Sherman received a Bachelor of Science in Engineering from Texas A&M University.

Robert Elliott
Co-Founder / Partner
robert.elliott@stillwatercap.com

Robert Elliott's expansive real estate knowledge allows him to lead Stillwater Capital to capitalize on opportunities in ever-changing city landscapes to develop and manage unique property types. Since co-founding Stillwater Capital, Elliott has been involved in more than $350 million dollars of real estate transactions with the company. He is widely recognized as one of Dallas' premiere single-family builders via the Robert Elliott Custom Homes (RECH) brand — in the wake of the 2008 real estate recession, the team realized a business opportunity which led the company to acquire more than 50 single-family lots in the sought-after communities of Highland Park and University Park, TX. Since 2010, RECH has procured land, built beautiful residences and overseen more than $150 million dollars worth of transactions in their custom homes division. Elliott received his Bachelor of Business Administration from Texas A&M University.

Rich Coady
Partner
rich.coady@stillwatercap.com

Rich Coady joined Stillwater Capital in 2009 and is responsible for managing the implementation of the company's investment strategies and oversees ongoing management of current investments. He also plays an instrumental role in the management of Stillwater Capital's custom home building company, Robert Elliott Custom Homes. Prior to joining Stillwater, Coady spent seven years playing professional football for the St. Louis Rams, including participating in two Super Bowls where the team won the title in 2000. Before joining the NFL, he played football for Texas A&M where he was a two-time 1st Team All-Big XII Safety and a member of the 1998 Big XII Championship Team. In 1998, he was named the Texas A&M Male Academic Athlete of the year. Coady received his bachelor's degree in Business Management from Texas A&M University.

INVESTMENT AND DEVELOPMENT EXPERIENCE

GENERAL PARTNER / MANAGER	PROPERTY NAME	YEAR	LOCATION	TYPE	NO. OF UNITS	VALUE
Stillwater Capital Investments	The Edge at Cedar Springs	2007	Dallas, Texas	Development - For Sale Multifamily	10	$2,800,000
Stillwater Capital Investments	Redwoods at Bowser	2008	Dallas, Texas	Development - For Sale Multifamily	12	$3,600,000
Stillwater Capital Investments	Westchester Court	2009	University Park, Texas	Acquisition - Multifamily	7	$3,600,000
Stillwater Capital Investments	Rockbrook	2010	Lewisville, Texas	Acquisition - Multifamily	10	$2,500,000
Stillwater Capital Investments	Shavano Park Villas	2010	San Antonio, Texas	Development - Multifamily	12	$3,800,000
Stillwater Capital Investments	Chase Oaks Village	2010	Plano, Texas	Acquisition - Multifamily	31	$6,600,000
Stillwater Capital Investments	Single Family Robert Elliott Custom Homes	2010-2015	Dallas, Texas	Development - Single Family	82	$135,000,000
Stillwater Capital Investments	Villa de Oro	2011	S.A., Texas	Acquisition - Multifamily	150	$6,500,000
Stillwater Capital Investments	Casa Blanca	2011	Dallas, Texas	Acquisition - Multifamily	261	$6,500,000
Stillwater Capital Investments	Vista del Sol	2011	Dallas, Texas	Acquisition - Multifamily	243	$3,600,000
Stillwater Capital Investments	4145 Travis	2011	Dallas, Texas	Acquisition - Office	17,800 s.f.	$2,500,000
Stillwater Capital Investments	Diamond Loch	2011	N. Richland Hills, Texas	Acquisition - Multifamily	138	$8,000,000
Stillwater Capital Investments	Serendipity	2011	Dallas, Texas	Acquisition - Multifamily	343	$14,000,000
Stillwater Capital Investments	Garden Oaks	2012	Houston, Texas	Development - Multifamily	166	$23,000,000
Stillwater Capital Investments	Woodside Villas	2012	Irving, Texas	Acquisition - Multifamily	196	$7,000,000
Stillwater Capital Investments	The Alcove at Alamo Heights	2013	San Antonio, Texas	Development - Multifamily	107	$17,000,000
Stillwater Capital Investments	West Koenig Flats	2013	Austin, Texas	Development - Multifamily	210	$42,000,000
Stillwater Capital Investments	Loft and Row	2013	Dallas, Texas	Development - Multifamily	180	$55,000,000
Stillwater Capital Investments	Milton Walk	2014	Dallas, Texas	Development - For Sale Multifamily	15	$9,500,000
Stillwater Capital Investments	The Mondara	2014	Dallas, Texas	Development - For Sale Multifamily	38	$55,000,000
Stillwater Capital Investments	The Atwood	2015	Dallas, Texas	Development - Multifamily	318	$70,000,000
Stillwater Capital Investments	The Ellison	2015	Dallas, Texas	Development - Multifamily	240	$65,000,000
				SUB-TOTAL:	**2,769**	**$542,500,000**

DEVELOPMENT PROJECTS

The Stillwater Capital multifamily development portfolio, in tandem with our Robert Elliott Custom Homes division, affirms the company's commitment to quality, craftsmanship and beautiful design. Our homes and developments have been recognized for setting the luxury standard within the Texas real estate sector and beyond. To date, we have built more than $125 million in custom homes in the Dallas-Fort Worth area, and have developed more than $350 million in multifamily for rent and for sale residences.

THE ALCOVE AT ALAMO HEIGHTS

WEST KOENIG FLATS

LOFT + ROW

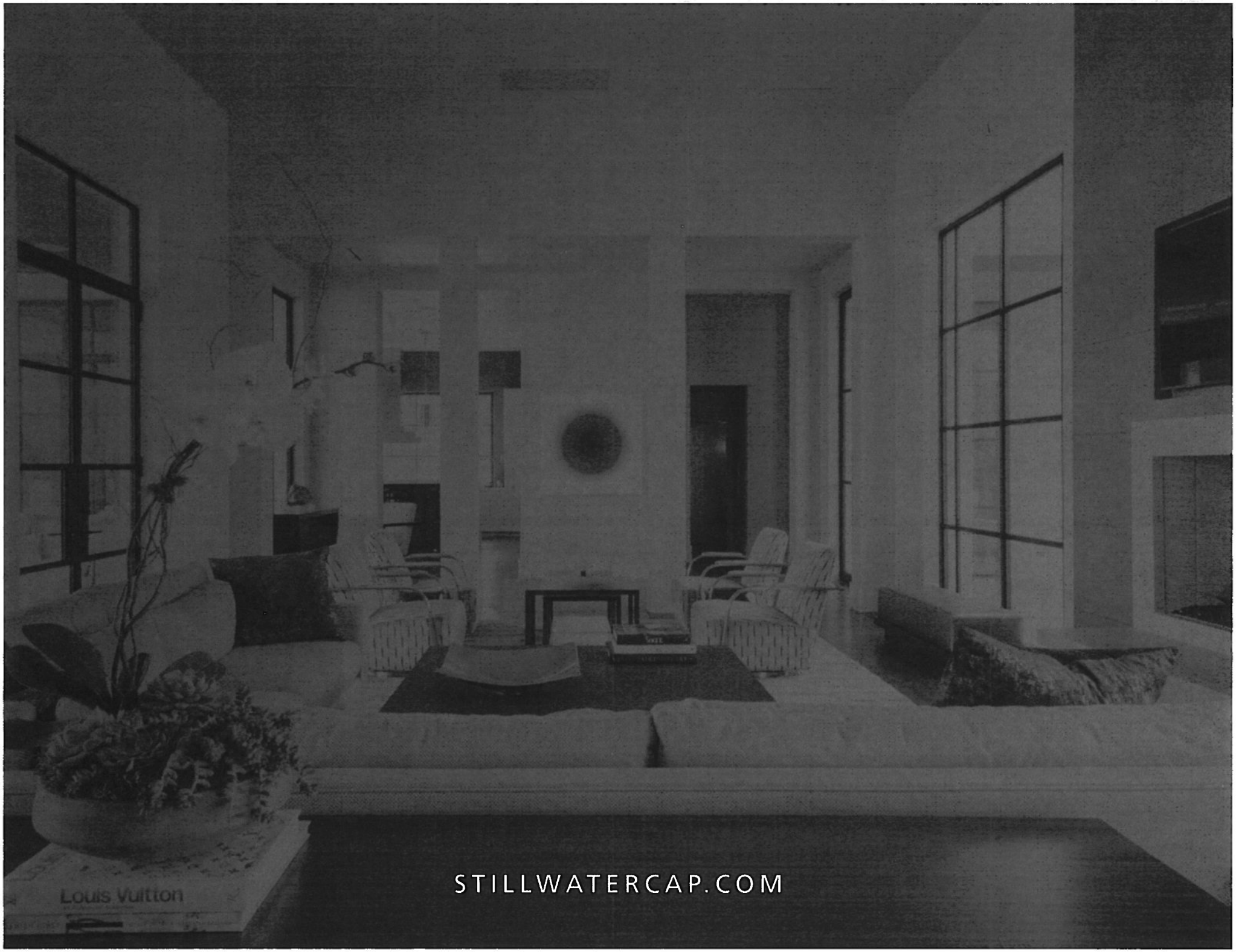
MILTON WALK

THE MONDARA

THE ATWOOD

THE ELLISON

ROBERT ELLIOTT CUSTOM HOMES



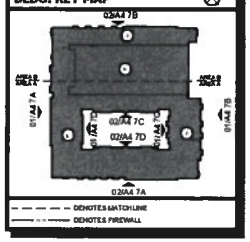
STILLWATERCAP.COM

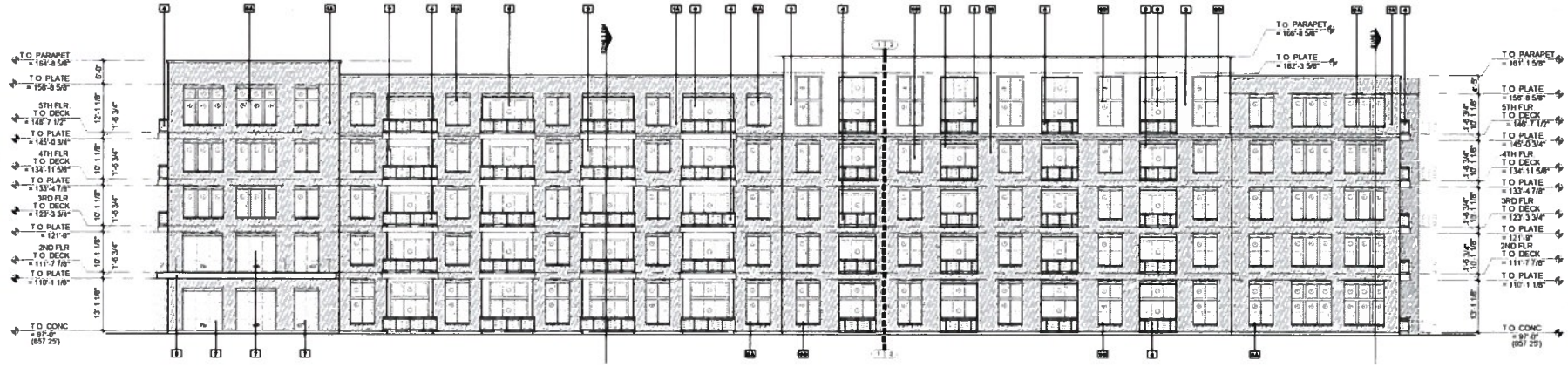
MATERIAL ELEVATION LEGEND

V. 07.17.18

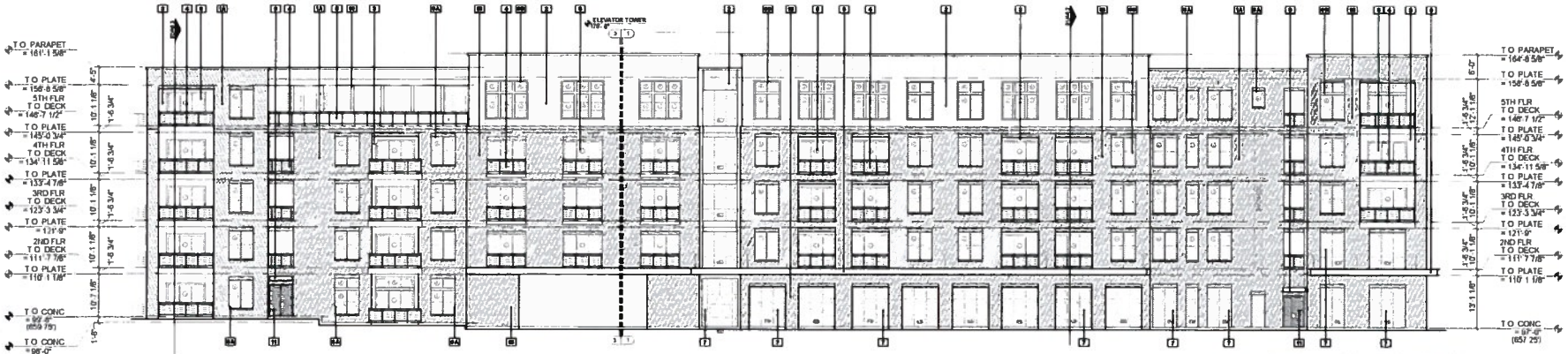
1A	BRICK MASONRY - TYPE A	6	PATIO DOOR UNIT	11	STEEL GATE WITH WIRE MESH INFILL
1B	BRICK MASONRY - TYPE B	7	STOREFRONT SYSTEM	12	CAST STONE CAP
2	STUCCO	8A	PREFINISHED VINYL WINDOW SYSTEM - CLAY		
3	FIBER CEMENT PANEL	8B	PREFINISHED VINYL WINDOW SYSTEM - DARK BRONZE		
4	STEEL RAILING SYSTEM WITH PICKETS INFILL	9	METAL CANOPY		
5	STEEL RAILING SYSTEM WITH GLASS INFILL	10	WOOD TRELLIS		

BLDG. KEY MAP





02 AUGUSTA ST./SOUTHEAST ELEVATION



01 MCCULLOUGH AVE./ SOUTHWEST ELEVATION

HLR ARCHITECTS

HENNLEY LAMON RACHEL, INC.

DALLAS • HOUSTON • SEATTLE

WWW.HLRINC.NET

PH 972 728 9400

REVISIONS

BRUCE W RACHEL AIA
TX LICENSE NO 14373

PRELIMINARY DRAWING

NOT FOR CONSTRUCTION
NOT FOR GOVERNMENTAL REVIEW

Project Title

AUGUSTA STREET

STILLWATER CAPITAL

Design Development 07 17 18

Permit Set Issue

Construction Set Issue

Project ID 17240

Drawing No A4.7A

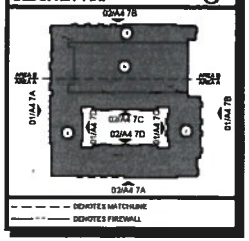
EXTERIOR ELEVATIONS

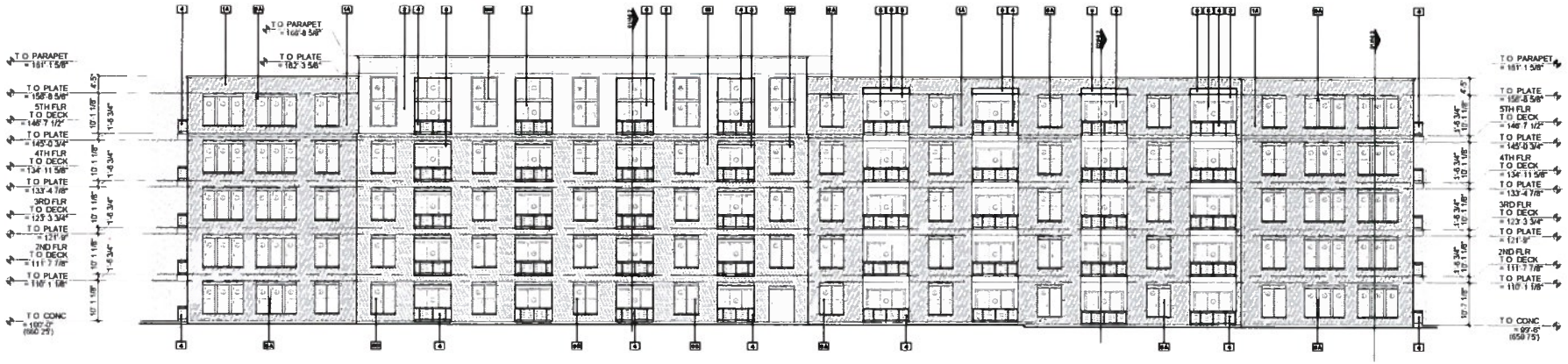
MATERIAL ELEVATION LEGEND

V. 07.17.18

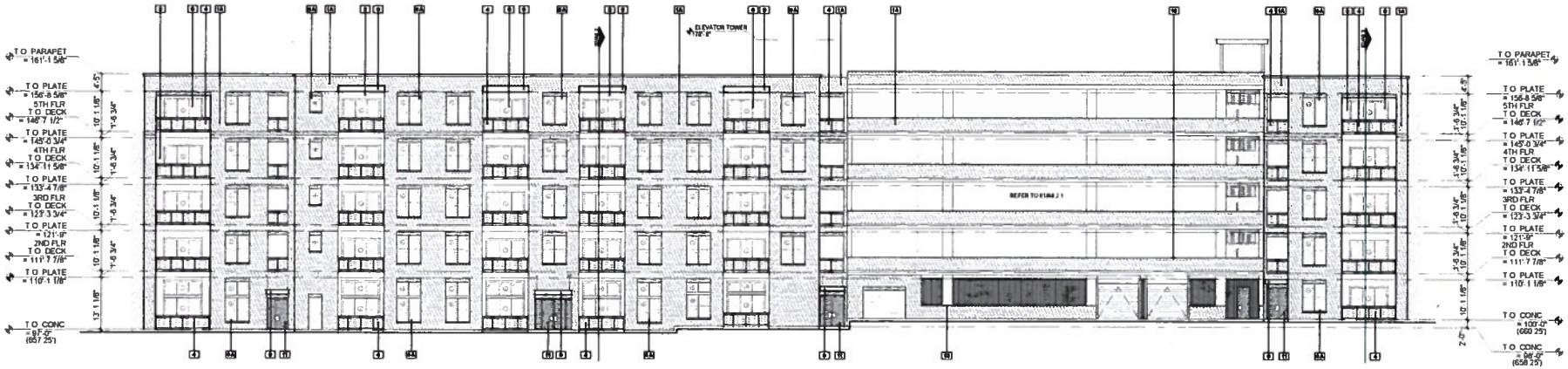
1A	BRICK MASONRY - TYPE A	6	PATIO DOOR UNIT	11	STEEL GATE WITH WIRE MESH INFILL
1B	BRICK MASONRY - TYPE B	7	STOREFRONT SYSTEM	12	CAST STONE CAP
2	STUCCO	8A	PREFINISHED VINYL WINDOW SYSTEM - CLAY		
3	FIBER CEMENT PANEL	8B	PREFINISHED VINYL WINDOW SYSTEM - DARK BRONZE		
4	STEEL RAILING SYSTEM WITH PICKETS INFILL	9	METAL CANOPY		
5	STEEL RAILING SYSTEM WITH GLASS INFILL	10	WOOD TRELLIS		

BLDG. KEY MAP





02 DALLAS ST./NORTHWEST ELEVATION



01 BROOKLYN ST./ NORTHEAST ELEVATION

HLR ARCHITECTS

HENSLEY LAMBON RACHEL, INC.

DALLAS • HOUSTON • SEATTLE

WWW.HLRINC.NET

PH 972 720 0400

REVISIONS

BRUCE W RACHEL AIA
TX LICENSE NO 14323

PRELIMINARY DRAWING

NOT FOR CONSTRUCTION
NOT FOR GOVERNMENTAL REVIEW

Project Title

AUGUSTA STREET

STILLWATER CAPITAL

Design Development	07 17 18
Permit Set Issue	-- --
Construction Set Issue	-- --

Project ID 17240

Drawing No.

A4.7B

EXTERIOR ELEVATIONS

SAWS IMPACT FEE ESTIMATE

April 12, 2019 **Applicant** *Vance Houy, P.E. - Pape-Dawson Engineers, Inc.*

Phone No. *210-375-9000*

Augusta Multi-Family Plat # 180281 recorded 2/08/2019 - 714 McCullough - 260 units multi-family

WASTEWATER EDUs			
TYPE	Criteria	#	EDU

	DATE	ZONE	METER	EDU	Total
Domestic	Rate 7	Low	8" X 2"	131 - 15= 116	$533,252.00
Killing	Tap #001153		2"	14	
Killing	Tap #008317		5/8"	1	
Irrigation	Rate 7	Low	1.5"	5.00	$22,985.00
Fireline					$0.00
Wastewater	Rate 7	Lower		131.0	$197,155.00
Local Benefit					$0.00

Total Service Cost Estimate **$753,392.00**

Remark. *Requesting an estimate for 260 units Mulit-Family Project with 1.5" irrigation meter. Added 1 EDU for office building Will be killing existing water service (5/8" and 2") and installing 8"x2" combination meter. If the water service lines are killed to the main then credits can be applied. Plans would need to state which service lines will be killed.*

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

Jackie Kneupper
San Antonio Water System
Counter Services
Jaclyn.Kneupper@saws.org
210-233-3731

REV 6/15

San Antonio Water System
Infrastructure Planning Equivalent Dwelling Unit (EDU) Calculation Sheet

Subdivision Name: Augusta Multi-Family Plat I.D.# 160281

The estimated Average Sewer Flows or Equivalent Dwelling Units that are shown on the SAWS Infrastructure Planning Application for Subdivision Plat Review has been calculated by one of the following methods:

X Equivalent Dwelling Units (EDU) calculation sheet.

___ Engineering Study using actual consumption data from similar facilities based on twelve month data also submitted for review.

___ Calculate estimated sewer discharge utilizing accepted SAWS referenced material.

___ Unknown land use will be calculated at four (4) EDU's per acre.

SAWS has established recommended guidelines to be employed for future discharge calculations which are shown next to the referenced facility. The numbers shown, for each type of development, are based on flow rate table measurements from TCEQ regulations, ASCE Manuals on Engineering Practice, EPA Technology Transfer Manuals, Uniform Plumbing Code fixture unit count and other Wastewater Engineering texts. All applicants will use these guidelines to calculate average daily flows or EDU's.

SAWS will accept sewage flow calculations for any proposed development which is derived through an engineering study of actual measured sewer flows for similar facilities in lieu of the above criteria to determine the total estimated average daily flow or EDU's for the proposed development. If this data is not provided or new calculations are not submitted with initial plat package, the undersigned will allow SAWS to calculate the estimated average daily flows or EDU's at four EDU's per acre. The undersigned will then also accept SAWS these EDU calculations as final.

Types of Development: Identify all types of development that will be part of the proposed project and complete the related information listed for each to calculate as Estimated Average Daily Flow (EADF) or Equivalent Dwelling Units (EDU's). **Note:** One (1) EDU equals 240 gallons per day as average sewage flow and 313 gallons per day for average water flow. (Circle type of units used - EADF or EDU's)

Single Family Homes (1 EDU/Lot) [ ] Manufactured Homes (1 EDU/Pad) [ ] Number Lots _____ Number Pads _____ EADF or EDU's_____

Apartments (X) Duplexes [ ] Town Homes [ ] Condominiums [ ] (Served via a water master meter will be charged on a basis of 1/2 EDU per unit for all impact fees) Total Number of Units _____ EADF or EDU's_____

Schools: Elementary (5 g/student) [ ] Middle (8 g/student) [ ] High School (10 g/student) [ ] University/College/Other (10g/student) [ ]

Number of Students _____ Number of Faculty & Staff _____ EADF or EDU's_____

Hotel [ ] (100 g/room) Motel [ ] (50 g/room) Number of Rooms _____ Number of Staff ____ Swimming Pool_____ EADF or EDU's_____

Hospital (250 g/bed) [ ] Nursing Home (100 g/bed) [ ] other _____ Number of Beds _____ Number of Staff _____ EADF or EDU's_____

Commercial [ ] Industrial [ ] TBDBE Type of Product _____ Water Consumption _____ Effluent Discharged _____

Number of Employees _____ Number of Fixtures _____ EADF or EDU's _____

(Contact SAWS Wastewater Compliance Division if a portion of the flow is industrial wastewater. Phone 233-3557)

Office Building [ ] (.035 g/sf) Building Square Footage _____ Number of employees _____ EADF or EDU's _____

Medical Building [ ] (.15 g/sf) Building Square Footage _____ Number of employees _____ EADF or EDU's _____

Restaurant [ ] Cafeteria [ ] (20 g/seat) Number of Seats _____ Business Hours _____ EADF or EDU's _____

Fast Food [ ] (4.4 edus per facility) Type of Food Served _____ EADF or EDU's_____

Cocktail Lounge [ ] Night Club [ ] TBDBE Number of Seats and at Bar _____ Number of Employees _____ EADF or EDU's _____

Health Club [ ] Recreational Facility [ ] TBDBE Building Square Footage _____ Customers per day _____ Swimming Pool Size _____

Seats in Snack Bar _____ Number of Restrooms _____ Number of Showers _____ EADF or EDU's _____

Department Store [ ] Retail Store [ ] (.07 g/sf) Type of Store _____ Building Sq. Ft._____ Number of Customers _____

Number of Employees _____ Snack Bar _____ EADF or EDU's_____

Grocery Store [ ] Food Store [ ] Convenience Stores [ ] TBDBE Building Square Footage_____ Number of Employees _____

Business Hours _____ Number of Customer _____ Fuel Service _____ EADF or EDU's _____

Laundries [ ] (200 g/machine) Number of Machines _____ Business Hours _____ EADF or EDU's _____

Churches [ ] Auditoriums [ ] (5 Gal/Seat) Seating Capacity _____ Number Rest Rooms _____ Number of Fixtures _____ EADF or EDU's _____

Car Wash [ ] TBDBE (1.5 edu per Bay) Number of Bays _____ Number Cars per Day _____ EADF or EDU's _____

Automated Car Wash [ ] TBDBE Gallons for Premium Wash_____ Effluent Discharged per Wash _____ Number Cars per Day _____

EADF or EDU's _____ (Specifications Required)

Service stations [ ] 1 edu Gas Station _____ add 2 edu Grocery/Takeout Food_____ add 15 edu Car Wash_____ EADF or EDU's _____

Theatre [ ] (1.5 g/seat) Number of seats_____ Number of Employees _____ EADF or EDU's _____

Other Type of Development Proposed Land Use _____ Building Square Footage _____ Number of Employees _____

Number of Customers _____ Number of seats _____ Number of Fixtures _____ Business Hours _____ EADF or EDU's _____

Calculation work space for land use not shown: (Please type or print in ink)

WATER

Domestic Water: 260 units x 0.5 = 130 EDUs

Irrigation: 1.5" meter = 5 EDUs

TOTAL = 135 EDUs

SEWER

Sanitary Sewer: 260 units x 0.5 = 130 EDUs

TOTAL = 130 EDUs

Additional Information: _____

If additional space is needed add a separate sheet, on letterhead, and attach it to this sheet at time of submittal.

This form must be completely filled out and submitted with an original signature. No other form will be accepted.

Vasu Bhuy
Applicant or Applicant's Agent Signature

7-20-18
Date

STILLWATER CAPITAL

January 9, 2019

Mr. Jorge Gonzalez
San Antonio Water System
2800 US Highway 281 N.
San Antonio, TX 78212

Re: Augusta Street Lofts
CTR-162135, Plat No. 180281

SW Augusta Development, LLC. is requesting to remove (kill) the 1/2" water service (SLID #001153) and the 2" water service (SLID #008317), located near the corner of Brooklyn Ave and Augusta St. We are further requesting that impact fee credits associated with these meters be applied toward the new meters associated with the referenced Plat.

Sincerely,
SW Augusta Development, LLC.

Brandon Easterling
Central Texas Partner

EXHIBIT D
CCHIP Agreement Term Sheet

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT
& OPERATIONS DEPARTMENT

CCHIP Level 1 Agreement Term Sheet

Augusta Apartments

Project Name and location: Augusta Apartments is located at 819 Augusta within the CBD, the Midtown TIRZ, and Council District 1.

Project Description: Construction of 260 new apartments for a total project cost of $40,300,000. Construction is scheduled to commence in March 2019 and be complete by July 2021.

Project Developer and POC: Brandon Easterling, Stillwater Capital
512-371-5820

Project Qualifications:

- ☒ Located in CCHIP Boundary (Level 1)
- ☒ Meets Minimum Density or Height Requirements
- ☒ Meets Zoning Requirements
- ☒ Meets Affordability Requirements (as applicable)
- ☒ Meets Luxury Housing Restrictions

Incentive Package per CCHIP	Amount	Program Fees
City Fee Waiver	112,601.00	100.00
SAWS Fee Waiver - Eligible for $846,755 but only partial funding is available - $236,732 available in FY2019 - $186,646 available in FY2020	423,378.00	100.00
15-year tax increment reimbursement grant - 100% participation in Midtown TIRZ - Subject to 25% contribution to affordable housing fund ($3,085,659 est. rebate multiplied by 25% = $771,415) - Excludes 2018 base value of $3,452,130 - Projected end value of $40,300,000	2,314,244.00	2,250.00
Infrastructure Grant - Eligible projects must include at least 10% affordable units - Calculated at $10,000 per unit qualifying as affordable, up to $500,000	0.00	0.00
TOTAL INCENTIVES AND PROGRAM FEES	**$2,850,223.00**	**$2,450.00**

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

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

Approvals:

3/11/19
Christopher Lazaro, Redevelopment Officer — Date

3/12/19
Claudia Pena, Department Fiscal Administrator — Date

3-12-19
John Jacks, Director — Date

EXHIBIT E
Evidence of Base Year Ad Valorem Property Taxes

Bexar CAD

Property Search Results > 109236 SW AUGUSTA DEVELOPMENT LLC for Year 2018

Tax Year: 2018

Property

Account

Property ID:	109236	Legal Description:	NCB 821 BLK 6 LOT E 83 FT OF A8
Geographic ID:	00821-006-0010	Zoning:	FBZ T5-1
Type:	Real	Agent Code:	
Property Use Code:	099		
Property Use Description:	VACANT LAND		

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	727 BROOKLYN AVE SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10063	Map ID:	
Neighborhood CD:	10063		

Owner

Name:	SW AUGUSTA DEVELOPMENT LLC	Owner ID:	3148234
Mailing Address:	% STILLWATER CAPITAL INVSTMS 4145 TRAVIS ST STE 300 DALLAS, TX 75204-1830	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$119,520	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$119,520	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$119,520	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$119,520	

Taxing Jurisdiction

Owner: SW AUGUSTA DEVELOPMENT LLC
% Ownership: 100.0000000000%
Total Value: $119,520

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	$119,520	$22,922	$5.42
08	SA RIVER AUTH	0.018580	$119,520	$22,922	$4.26
09	ALAMO COM COLLEGE	0.149150	$119,520	$22,922	$34.19
10	UNIV HEALTH SYSTEM	0.276235	$119,520	$22,922	$63.32
11	BEXAR COUNTY	0.277429	$119,520	$22,922	$63.59
21	CITY OF SAN ANTONIO	0.558270	$119,520	$22,922	$127.97
57	SAN ANTONIO ISD	1.562600	$119,520	$22,922	$358.18
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$119,520	$22,922	$0.00
SA031	San Antonio TIF #31 Midtown	0.000000	$119,520	$22,922	$0.00
	Total Tax Rate:	2.865932			
				Taxes w/Current Exemptions:	$656.93
				Taxes w/o Exemptions:	$3,425.36

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	0.1143	4980.00	0.00	0.00	$119,520	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	$0	$124,500	0	124,500	$0	$124,500
2018	$0	$119,520	0	119,520	$0	$119,520
2017	$0	$109,560	0	109,560	$0	$109,560
2016	$0	$109,560	0	109,560	$0	$109,560
2015	$0	$99,600	0	99,600	$0	$99,600

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/22/2018	SWD	Special Warranty Deed	JUNIOR LEAGUE OF SAN ANTONIO INC	SW AUGUSTA DEVELOPMENT LLC			20180208644
2	7/21/1992	Deed	Deed		JUNIOR LEAGUE OF SAN ANTONIO	5396	1241	0
3	7/21/1992	Deed	Deed		JUNIOR LEAGUE OF SAN	5396	1241	0

2019 data current as of Apr 4 2019 12:43AM.
2018 and prior year data current as of Mar 8 2019 5:08PM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Website version: 1.2.2.28 Database last updated on: 4/4/2019 12:43 AM © N. Harris Computer Corporation

Bexar CAD

Property Search Results > 109237 SW AUGUSTA DEVELOPMENT LLC for Year 2018

Tax Year: 2018

Property

Account

Property ID:	109237	Legal Description:	NCB 821 BLK 6 LOT W 50 FT OF A8 OR AB8
Geographic ID:	00821-006-0020	Zoning:	FBZ T5-1
Type:	Real	Agent Code:	
Property Use Code:	0995		
Property Use Description:	COMMERCIAL PARKING LOT		

Protest

Protest Status:	
Informal Date:	
Formal Date:	

Location

Address:	516 DALLAS ST SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10063	Map ID:	
Neighborhood CD:	10063		

Owner

Name:	SW AUGUSTA DEVELOPMENT LLC	Owner ID:	3148234
Mailing Address:	% STILLWATER CAPITAL INVSTMS 4145 TRAVIS ST STE 300 DALLAS, TX 75204-1830	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$72,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$72,000	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$72,000	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$72,000	

Taxing Jurisdiction

Owner: SW AUGUSTA DEVELOPMENT LLC
% Ownership: 100.0000000000%
Total Value: $72,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	$72,000	$13,808	$3.27
08	SA RIVER AUTH	0.018580	$72,000	$13,808	$2.57
09	ALAMO COM COLLEGE	0.149150	$72,000	$13,808	$20.60
10	UNIV HEALTH SYSTEM	0.276235	$72,000	$13,808	$38.15
11	BEXAR COUNTY	0.277429	$72,000	$13,808	$38.31
21	CITY OF SAN ANTONIO	0.558270	$72,000	$13,808	$77.08
57	SAN ANTONIO ISD	1.562600	$72,000	$13,808	$215.76
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$72,000	$13,808	$0.00
SA031	San Antonio TIF #31 Midtown	0.000000	$72,000	$13,808	$0.00
	Total Tax Rate:	2.865932			
				Taxes w/Current Exemptions:	$395.74
				Taxes w/o Exemptions:	$2,063.47

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	COB	Commercial Office Building	0.0689	3000.00	0.00	0.00	$72,000	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	$0	$75,000	0	75,000	$0	$75,000
2018	$0	$72,000	0	72,000	$0	$72,000
2017	$0	$66,000	0	66,000	$0	$66,000
2016	$0	$66,000	0	66,000	$0	$66,000
2015	$0	$60,000	0	60,000	$0	$60,000

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/22/2018	SWD	Special Warranty Deed	JUNIOR LEAGUE OF SAN	SW AUGUSTA DEVELOPMENT LLC			20180208644
2		Deed	Deed		JUNIOR LEAGUE OF SAN	1442	0848	0

2019 data current as of Apr 4 2019 12:43AM.
2018 and prior year data current as of Mar 8 2019 5:08PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.

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

Website version: 1.2.2.28

Database last updated on: 4/4/2019 12:43 AM

© N. Harris Computer Corporation

Bexar CAD

Property Search Results > 109238 SW AUGUSTA DEVELOPMENT LLC for Year 2018

Tax Year: 2018

Property

Account

Property ID:	109238	Legal Description:	NCB 821 BLK 6 LOT A9
Geographic ID:	00821-006-0030	Zoning:	FBZ T5-1
Type:	Real	Agent Code:	
Property Use Code:	0995		
Property Use Description:	COMMERCIAL PARKING LOT		

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	723 BROOKLYN AVE SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10063	Map ID:	
Neighborhood CD:	10063		

Owner

Name:	SW AUGUSTA DEVELOPMENT LLC	Owner ID:	3148234
Mailing Address:	% STILLWATER CAPITAL INVSTMS 4145 TRAVIS ST STE 300 DALLAS, TX 75204-1830	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$100	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$203,640	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$203,740	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$203,740	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$203,740	

Taxing Jurisdiction

Owner: SW AUGUSTA DEVELOPMENT LLC
% Ownership: 100.0000000000%
Total Value: $203,740

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	$203,740	$39,073	$9.25
08	SA RIVER AUTH	0.018580	$203,740	$39,073	$7.26
09	ALAMO COM COLLEGE	0.149150	$203,740	$39,073	$58.28
10	UNIV HEALTH SYSTEM	0.276235	$203,740	$39,073	$107.93
11	BEXAR COUNTY	0.277429	$203,740	$39,073	$108.40
21	CITY OF SAN ANTONIO	0.558270	$203,740	$39,073	$218.13
57	SAN ANTONIO ISD	1.562600	$203,740	$39,073	$610.55
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$203,740	$39,073	$0.00
SA031	San Antonio TIF #31 Midtown	0.000000	$203,740	$39,073	$0.00
	Total Tax Rate:	2.865932			
				Taxes w/Current Exemptions:	$1,119.80
				Taxes w/o Exemptions:	$5,839.05

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $100

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
DLA1	Detached Living Area 1	D - A		0	920.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	0.1948	8485.00	0.00	0.00	$203,640	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	$100	$212,130	0	212,230	$0	$212,230
2018	$100	$203,640	0	203,740	$0	$203,740
2017	$100	$186,670	0	186,770	$0	$186,770
2016	$100	$186,670	0	186,770	$0	$186,770
2015	$100	$169,700	0	169,800	$0	$169,800

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/22/2018	SWD	Special Warranty Deed	JUNIOR LEAGUE OF SAN	SW AUGUSTA DEVELOPMENT LLC			20180208644
2	4/22/1982	Deed	Deed		JUNIOR LEAGUE OF SAN	2583	1007	0
3		Deed	Deed		JUNIOR LEAGUE OF SAN	2583	1007	0

2019 data current as of Apr 4 2019 12:43AM.
2018 and prior year data current as of Mar 8 2019 5:08PM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.
For website information, contact (210) 242-2500.

Website version: 1.2.2.28 Database last updated on: 4/4/2019 12:43 AM © N. Harris Computer Corporation

Bexar CAD

Property Search Results > 109240 SW AUGUSTA DEVELOPMENT LLC for Year 2018

Tax Year: 2018

Property

Account

Property ID:	109240	Legal Description:	NCB 821 BLK 25 LOT 6 & N 14.9 FT OF W 55.6 FT OF 7
Geographic ID:	00821-025-0060	Zoning:	FBZ T5-1
Type:	Real	Agent Code:	
Property Use Code:	0995		
Property Use Description:	COMMERCIAL PARKING LOT		

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	726 MCCULLOUGH AVE SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10063	Map ID:	
Neighborhood CD:	10063		

Owner

Name:	SW AUGUSTA DEVELOPMENT LLC	Owner ID:	3148234
Mailing Address:	% STILLWATER CAPITAL INVSTMS 4145 TRAVIS ST STE 300 DALLAS, TX 75204-1830	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$233,380	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$233,380	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$233,380	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$233,380	

Taxing Jurisdiction

Owner: SW AUGUSTA DEVELOPMENT LLC
% Ownership: 100.0000000000%
Total Value: $233,380

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	$233,380	$44,758	$10.59
08	SA RIVER AUTH	0.018580	$233,380	$44,758	$8.32
09	ALAMO COM COLLEGE	0.149150	$233,380	$44,758	$66.76
10	UNIV HEALTH SYSTEM	0.276235	$233,380	$44,758	$123.64
11	BEXAR COUNTY	0.277429	$233,380	$44,758	$124.17
21	CITY OF SAN ANTONIO	0.558270	$233,380	$44,758	$249.87
57	SAN ANTONIO ISD	1.562600	$233,380	$44,758	$699.39
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$233,380	$44,758	$0.00
SA031	San Antonio TIF #31 Midtown	0.000000	$233,380	$44,758	$0.00
	Total Tax Rate:	2.865932			
				Taxes w/Current Exemptions:	$1,282.74
				Taxes w/o Exemptions:	$6,688.51

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	0.2232	9724.00	0.00	0.00	$233,380	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	$0	$243,100	0	243,100	$0	$243,100
2018	$0	$233,380	0	233,380	$0	$233,380
2017	$0	$213,930	0	213,930	$0	$213,930
2016	$0	$213,930	0	213,930	$0	$213,930
2015	$0	$194,480	0	194,480	$0	$194,480

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	10/22/2018	SWD	Special Warranty Deed	JUNIOR LEAGUE OF SAN	SW AUGUSTA DEVELOPMENT LLC			20180208644

2019 data current as of Apr 4 2019 12:43AM.
2018 and prior year data current as of Mar 8 2019 5:08PM
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Website version: 1.2.2.28 Database last updated on: 4/4/2019 12:43 AM © N. Harris Computer Corporation

Bexar CAD

Property Search Results > 109241 JUNIOR LEAGUE OF S A for Year 2018

Tax Year: 2018

Property

Account

Property ID:	109241	Legal Description:	NCB 821 BLK 25 LOT 7 EXC N 14.9 FT OF W 112.3 FT
Geographic ID:	00821-025-0070	Zoning:	FBZ T5-1
Type:	Real	Agent Code:	
Property Use Code:	200		
Property Use Description:	RESTAURANT		

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	819 AUGUSTA ST SAN ANTONIO, TX 78215	Mapsco:	616F3
Neighborhood:	NBHD code10063	Map ID:	
Neighborhood CD:	10063		

Owner

Name:	JUNIOR LEAGUE OF S A	Owner ID:	75782
Mailing Address:	726 BROOKLYN AVE SAN ANTONIO, TX 78215-1606	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$1,055,820	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$1,539,960	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$2,595,780	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$2,595,780	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$2,595,780	

Taxing Jurisdiction

Owner: JUNIOR LEAGUE OF S A
% Ownership: 100.0000000000%
Total Value: $2,595,780

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	$2,595,780	$0	$0.00
08	SA RIVER AUTH	0.018580	$2,595,780	$0	$0.00
09	ALAMO COM COLLEGE	0.149150	$2,595,780	$0	$0.00
10	UNIV HEALTH SYSTEM	0.276235	$2,595,780	$0	$0.00
11	BEXAR COUNTY	0.277429	$2,595,780	$0	$0.00
21	CITY OF SAN ANTONIO	0.558270	$2,595,780	$0	$0.00
57	SAN ANTONIO ISD	1.562600	$2,595,780	$0	$0.00
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$2,595,780	$0	$0.00
SA031	San Antonio TIF #31 Midtown	0.000000	$2,595,780	$0	$0.00
	Total Tax Rate:	2.865932			
				Taxes w/Current Exemptions:	$0.00
				Taxes w/o Exemptions:	$74,393.29

Improvement / Building

Improvement #1: Commercial **State Code:** F1 **Living Area:** 16304.0 sqft **Value:** $828,990

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
200	RESTAURANT	D - A	WD	1975	13546.0
400	OFFICE	D - A	SN	1975	2758.0

Improvement #2: Commercial **State Code:** F1 **Living Area:** 1156.0 sqft **Value:** $106,440

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - A	WD	1952	1156.0

Improvement #3: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $4,310

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OPP	Detached Open Porch	* - A		2000	456.0

Improvement #4: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $108,290

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		2000	46000.0

Improvement #5: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $1,250

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OPP	Detached Open Porch	* - A		2000	132.0

Improvement #6: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $860

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OPP	Detached Open Porch	* - A		2000	72.0

Improvement #7: Commercial **State Code:** F1 **Living Area:** sqft **Value:** $5,680

Type	Description	Exterior Wall	SQFT

		Class CD	Year Built	
CON	Concrete	* - A	2000	1500.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	1.4730	64165.00	0.00	0.00	$1,539,960	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	$1,055,820	$1,539,960	0	2,595,780	$0	$2,595,780
2017	$1,045,840	$1,411,630	0	2,457,470	$0	$2,457,470
2016	$1,121,500	$1,411,630	0	2,533,130	$0	$2,533,130
2015	$1,116,700	$1,283,300	0	2,400,000	$0	$2,400,000

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number

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Website version: 1.2.2.28 Database last updated on: 4/4/2019 12:43 AM © N. Harris Computer Corporation

Property Identification #: 109241

Property Information: 2019

Owner Identification #: 75782

Geo ID:	00821-025-0070
Situs Address:	819 AUGUSTA ST SAN ANTONIO, TX 78215
Property Type:	Real
State Code:	F1

Legal Description:	NCB 821 BLK 25 LOT 7 EXC N 14.9 FT OF W 112.3 FT
Abstract:	S00821
Neighborhood:	NBHD code10063
Appraised Value:	N/A
Jurisdictions:	57, SA031, 09, CAD, 06, 11, 10, 08, 21

Name:	JUNIOR LEAGUE OF S A
Exemptions:	EX-XV
DBA:	BRIGHT SHAWL ART GALLERY

Bexar CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.

EXHIBIT F
Fee Waiver Transmittal

Monday, April 08, 2019

sanantonio.gov

Report a Problem | Help

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

Fee Waiver Program Admin Welcome Karla

ADMIN

Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
1/12/2018 9:20:32 AM	6/1/2018	Approved	4/8/2019 11:06:51 AM	☑ City ☑ SAWS ☐ Council Approved ☐ Homeowner ☐ CCHIP Project ☐ Other CCDO Proj ☐ ED Small Buss ☐ Historic Rehab ☑ CCHIP 2018 ☐ Legacy Business

Status/Notes

Ordinance Number(If Applicable): 2018-12-13-0996

Zoning approved 1/24/18. Patrick Christensen requested renewal 1/10/2019. Applied free renewal 1/10/2019. CCHIP 819 Augusta(a.k.a. 714 McCullough. Request for SAWS $846,755.00. CCHIP awarded once approved by ordinance $423,378.00.

Save | Back To Home

Activity History Record Saved

SAWS

SAWS Waived Amount: | Update | SAWS Waiver Admin Fee- Date Paid:

Renewal: ○1st(No cost) ○2nd ○3rd

CITY

City Waived Amount: $22,858.14 | Update | City Waiver Admin Fee- Date Paid:

Renewal:

Fee Waiver Program Form Information WaiverId 2354

City Status: ACTIVE
SAWS Status: ACTIVE

No attachment record was found.

APPLICANT INFORMATION

Project Owner:	Stillwater Capital
Project Type:	ForProfit
Existing Homeowner:	
Other Owner Occupied:	
Existing housing units to be rehabilitated/Repaired:	
New Housing Units Planned (Total):	
Units at 120% AMI(for-sale only):	
Units at 80% AMI:	
Units at 60% AMI:	
Units at 30% AMI:	
Other (please specify):	
Total Affordable Housing Units:	
Studio/Efficiencies:	

1 Bedroom:	
2 Bedroom:	
3 Bedroom:	
4+ Bedroom:	
Is your property currently a designated historic landmark and/or located within a designated historic district?:	○ Yes ◉ No
Are you a Small Business Owner?:	○ Yes ◉ No
Is your business located in the San antonio city Limits?:	○ Yes ◉ No
Has your business been operating for a minimum of 2 years?:	○ Yes ◉ No
Do you consider yourself a small, minority and/or women-owned business? If yes, please list your certification type (s):	
Please list other certification type(s):	
How many jobs do you expect to add after successful completion of this project?:	
Is the business seeking fee waivers currently registered as a Legacy Business with the City of San Antonio?:	○ Yes ○ No ○ Not Sure
Is the business seeking fee waivers been in operation for at least 20 years?:	○ Yes ◉ No

APPLICANT POINT OF CONTACT

Project Role:	Developer
Other Project Role:	
Name:	Brandon Easterling
Title:	Partner
Company Name:	Stillwater Capital
Applicant Address:	3500 Oakmont, Suite 205
City:	San Antonio
State:	TX
Zip Code:	78731
Phone:	512-371-5820
Fax:	
Email:	brandon.easterling@stillwatercap.com

PROJECT INFORMATION/DESCRIPTION

Project Address:	819 Augusta
City Council District:	1
Property/Parcel ID:	109241
Acreage:	2.292
Proposed Land Used of Project:	Residential
Other Proposed Land Used of Project:	
Project Description:	This project will be a 5-story wood structure, surrounding a 6-story concrete garage. As with all of our current projects, this project will include a resort style pool, extensive
Proposed Level of Investment:	$41,600,000.00
Construction Start Date:	2/1/2019
Construction Completion Date:	2/1/2021
Current Zoning of Project Site:	FBZ T5-1 RIO-2
Are you requesting a City fee waiver?:	○ Yes ◉ No
Estimate of City Fees:	$64,054.37
Applied for Other Incentive?:	

	○ Yes ◉ No
If so, what Dept(s)?:	
SAWS Sewer and Water Impact Fee?:	◉ Yes ○ No
SAWS Amount:	$423,378 00
Request Submitted By:	Web User
Request Submitted Date:	1/12/2018 9:20:32 AM
Last Modified By:	135119
Last Modified Date:	4/8/2019 11:09:12 AM
Request Status:	Approved
Status Date:	4/8/2019 11:06:51 AM
Ordinance Number:	2018-12-13-0996
Status Reason:	Zoning approved 1/24/18. Patrick Christensen requested renewal 1/10/2019. Applied free renewal 1/10/2019. CCHIP 819 Augusta(a.k.a. 714 McCullough. Request for SAWS $846,755.00. CCHIP awarded once approved by ordinance $423,378.00.
SAWS Waived Amt:	
SAWS Waiver Adm Fee Date Paid:	
SAWS Renewal:	
SAWS Waived Date:	
SAWS Who Waived:	
City Waived Amt:	$22,858.14
City Waiver Admin Fee Date Paid:	
City Renewal:	
City Who Waived:	135119
City Waived Date:	3/29/2019 2:50:29 PM
Council Approved:	No
Est. Claim Date:	6/1/2018
City Approved:	Yes
SAWS Approved:	Yes
City Expiration Date:	1/24/2020
SAWS Expiration Date:	
Homeowner:	No
ED Industry:	No
CCHIP Project:	No
Other CCDO Project:	No
ED Small Business:	No
Historic Rehab:	No
CCHIP Project 2018:	Yes
Legacy Business:	No

Save

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