

STATE OF TEXAS
COUNTY OF BEXAR

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

This Center City Housing Incentive Policy Agreement (hereinafter referred to as this "Agreement") is made and entered into by and among the City of San Antonio (the "CITY"), a municipal corporation of the State of Texas, acting by and through its City Manager or his designee, and St. John's Square Apartments, LP (hereinafter referred to as "DEVELOPER") and whom together may be referred to as the "Parties".

RECITALS

WHEREAS, DEVELOPER is engaged in an economic development project that will be located within the city limits of San Antonio, that will consist of the construction of approximately two hundred fifty-two (252) housing units to be located on Lot 22 (NCB 134) as shown on the Subdivision Plat of St. Johns Square recorded in Volume 20001, Page 1644 of the Plat Records of Bexar County, Texas, otherwise known commonly as 317 S. Presa St., San Antonio, TX 78205 (the "Project Site"), as more specifically described in **Exhibit A**; and

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately SIXTY SEVEN MILLION DOLLARS AND 0 CENTS (\$67,000,000.00) in land acquisition and real property improvements within the CITY; and

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

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

WHEREAS, it is intended that the Project provide 50 affordable housing units for a minimum of fifteen (15) years;

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

WHEREAS, the City Council has authorized the City Manager or his 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; **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 1. AGREEMENT PURPOSE

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

ARTICLE 2. AGREEMENT PERIOD

This Agreement shall commence upon the Effective Date listed on the signature page and shall terminate fifteen (15) years following completion of the Project under the terms of this Agreement.

ARTICLE 3. PROJECT REQUIREMENTS

A. The Project.

1. **Investment.** DEVELOPER shall invest approximately SIXTY SEVEN MILLION DOLLARS AND 0 CENTS (\$67,000,000.00) (the "**Project Investment**") in the Project located within the city limits of San Antonio that will consist of the construction of approximately two hundred fifty-two (252) newly constructed housing units, located at the Project Site (the "**Project**"). The Project 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**.

2. **Construction.** DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before December 31, 2020 ("**Commencement Date**"), and shall use commercially reasonable efforts to complete construction no later than June 30, 2023 (the "**Completion Date**"), subject to Force Majeure and Unforeseen Conditions 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.

3. DEVELOPER shall ensure that the average residential rent for the Project does not exceed two dollars and seventy-five cents (\$2.75) per square foot on an Index Adjusted Basis. For purposes hereof, "Index Adjusted Basis" means \$2.75 multiplied by the quotient obtained by dividing (a) the Area Median Income for the year in question for the San Antonio-New Braunfels metropolitan area (as determined by the U.S. Department of Housing and Urban Development and in accordance with the CCHIP Policy), by (b) the Area Median Income for 2018 for the San Antonio-New Braunfels metropolitan area (as determined by the U.S. Department of Housing and Urban Development and in accordance with the CCHIP Policy). DEVELOPER shall report compliance with such rental requirements as required under the CCHIP Policy (in effect as of the date hereof) and the City shall have the remedies as set forth in such if the maximum rents are exceeded.

ARTICLE 4. ECONOMIC DEVELOPMENT PROGRAM INCENTIVES

The Incentives offered by the CITY to the DEVELOPER in this Agreement shall be in compliance with the current Policy in effect as of the Effective Date of the Agreement.

Economic Development Program Incentives. CITY is providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, ONE MILLION ONE HUNDRED SIXTY THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND 0 CENTS (\$1,160,983.00), 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. RESERVED.

B. Chapter 380 Economic Development Loan. CITY is providing DEVELOPER with a Chapter 380 Economic Development Loan in a cumulative amount not to exceed FIVE HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$500,000.00) (the “Economic Development Loan”) in the form of an infrastructure grant. The Economic Development Loan will consist of forgivable loan funds. The funds made available to DEVELOPER through this Agreement are made solely from lawfully available funds that have been appropriated by CITY (“Loan Funds”). DEVELOPER understands that any disbursement of the Loan Funds is contingent upon CITY’S availability of funds at the time of disbursement and should be requested within 90 days following project completion, otherwise Loan Funds will be forfeited.

1. City will make the Loan Funds available to DEVELOPER upon DEVELOPER submitting documents evidencing, to City’s satisfaction, that DEVELOPER has completed the Project in accordance with Article 3 above.
2. Acceleration of Loan Repayment. Should DEVELOPER, at the sole discretion of CITY, breach a material term of this Agreement and not cure after given a reasonable opportunity to do so and CITY terminates the Agreement in accordance with Article 8, then, as of the date of termination of the Agreement, the entire remaining principal balance and accrued interest of all Loan Funds shall be due and payable to CITY no later than sixty (60) days following CITY’s Notice of Termination to DEVELOPER.

C. Fee Waivers. CITY is providing DEVELOPER with City fee waivers in the approximate amount of ONE HUNDRED TWENTY THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND 0 CENTS (\$120,983.00) and SAWS impact fee waivers in an amount not to exceed FIVE HUNDRED FORTY THOUSAND DOLLARS AND 0 CENTS (\$540,000.00). The Fee Waivers are administrative in nature and are effective as of the date they are issued as reflected in the attached Fee Waiver Transmittal, **Exhibit E**.

ARTICLE 5. CITY OBLIGATIONS

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

B. CITY will not be liable to DEVELOPER or any other entity for any costs incurred by DEVELOPER in connection with this Agreement.

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

ARTICLE 6. RETENTION AND ACCESSIBILITY OF RECORDS

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

B. DEVELOPER shall, following reasonable advance written notice from the CITY, give the CITY, its designee, or any of their duly authorized representatives, access to and the right to examine all material records related to the cost of Project (the "Records") and the expenditure of the Incentives. CITY's access to the Records will be limited to information needed to verify that DEVELOPER is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by the CITY. DEVELOPER shall not be required to disclose to the CITY any information that by law DEVELOPER is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the CITY reserves the right to require DEVELOPER to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of DEVELOPER. The rights to access the Records shall continue as long as the Records are retained by DEVELOPER. Failure to provide reasonable access to the Records to authorized CITY representatives shall be cause for CITY to provide notice of intent to suspend or terminate this Agreement as provided for herein, or any portion thereof, for reason of default. Notwithstanding Section A above, all Records shall be retained by DEVELOPER for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed.

ARTICLE 7. 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 8. 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 9. TERMINATION

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

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

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

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

1. By the CITY (with the consent of DEVELOPER) in which case the two parties shall agree upon the termination conditions, including the repayment of funds and the effective date of termination; or

2. By the DEVELOPER upon written notification to CITY, setting forth the reasons of such termination, a proposed pay-back plan of all funds disbursed, and the proposed effective date of such termination.

Notwithstanding the foregoing, DEVELOPER shall not be relieved of its obligation to repay any and all disbursed funds made under this Agreement, nor shall DEVELOPER be relieved of any liability to CITY for actual damages due to CITY by virtue of any 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 10. NOTICE

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

If intended for CITY, to:

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

If intended for DEVELOPER, to:

St. John's Square Apartments, LP
Attn: Dennis McDaniel
1401 S Flores St, Suite 201
San Antonio, TX 78204

Karl P. Baker
Golden Steves & Gordon LLP
200 East Basse Road, Suite 200
San Antonio, Texas 78209

ARTICLE 11. SPECIAL CONDITIONS AND TERMS

A. Reserved.

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 the Incentives paid under this Agreement for the tax year(s) covered under this Agreement during which such violation occurred. Such payment shall be made within 120 business days after the date DEVELOPER is notified by the CITY of such violation. The CITY, in its sole discretion, may extend the period for repayment herein. Additionally, DEVELOPER shall pay interest on the amounts due to CITY at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the CITY) as its prime or base commercial lending rate, from the date of such violation notice until paid.

ARTICLE 12. 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 13. 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 14. 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 15. 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 16. 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 should default under any of the provisions of this Agreement and the DEVELOPER should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of CITY herein contained, CITY agrees to pay to the DEVELOPER reasonable fees of such attorneys and such other expenses so incurred by the DEVELOPER.

ARTICLE 17. CHANGES AND AMENDMENTS

A. Except as provided below, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by all Parties to this Agreement. Any amendments to this Agreement which change or increase any of the Incentives to be provided DEVELOPER by CITY must be approved by CITY ordinance.

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 18. SUBCONTRACTING

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

B. DEVELOPER, in subcontracting any of the performances hereunder, expressly understands that in entering into such subcontracts, CITY is not liable to DEVELOPER's subcontractor(s).

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

ARTICLE 19. 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 20. RIGHTS UPON DEFAULT

It is expressly understood and agreed by the Parties hereto that, except as otherwise expressly provided herein, any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under any other agreements between DEVELOPER and the

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

ARTICLE 21. ASSIGNMENT

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

B. Reserved.

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 be obligated in any way to said financial institution or other provider of capital. The City shall only issue checks or any other forms of payment made payable to the DEVELOPER.

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 22. 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 23. AUTHORIZED RELIEF FROM PERFORMANCE (*Force Majeure* and Unforeseen Conditions)

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 such as delays due to required environmental remediation, the

need for additional archeological studies or excavations, or delays in financing or construction activities due to COVID-19 and government orders associated therewith. 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 24. INCORPORATION OF EXHIBITS

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


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

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of April 24, 2020
(the "Effective Date"):

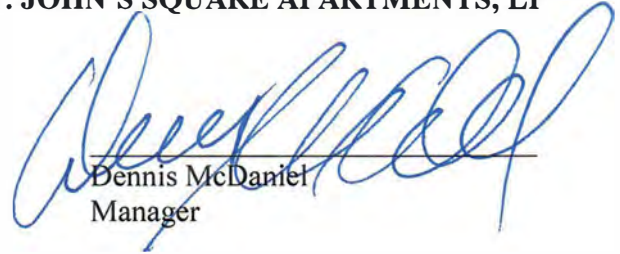
Accepted and executed in three duplicate originals on behalf of the City of San Antonio pursuant to Ordinance Number 2018-12-13-0996, dated December 13, 2018, and by DEVELOPER pursuant to the authority of its Managing Partner.

CITY OF SAN ANTONIO,
a Texas Municipal Corporation



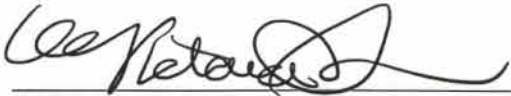
Lori Houston
Assistant City Manager

ST. JOHN'S SQUARE APARTMENTS, LP



Dennis McDaniel
Manager

APPROVED AS TO FORM:

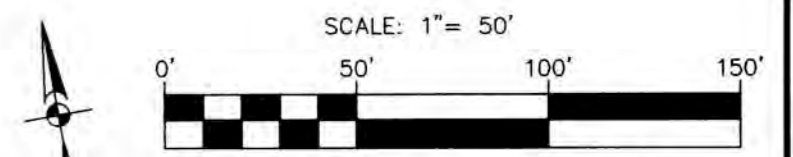


CITY ATTORNEY

PLAT NO. 19-11800246

SUBDIVISION PLAT OF ST JOHN'S SQUARE

BEING A TOTAL OF 1.314 ACRE TRACT OF LAND, ESTABLISHING LOT 22, COMPRISED OF ALL OF ARBITRARY LOTS 2, 3, 9, 10, 11, 12 AND A PORTION OF LOT 8, NCB 134, AND 0.265 OF AN ACRE, BEING ALL OF THE 0.27 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO 20170101640 IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS ALL OF LOT 4 AND LOT 5, NCB 134 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.



PAPE-DAWSON ENGINEERS

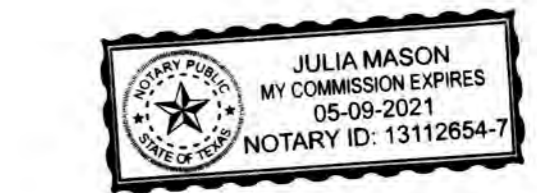
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000

STATE OF TEXAS COUNTY OF TRAVIS THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE OR PART OF AN ENCLAVE OR PLANNED UNIT DEVELOPMENT, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER/DEVELOPER DENNIS MCDANIEL AUSTIN FAIRCHILD MANAGEMENT COMPANY, LLC 501 IH 35 NORTH AUSTIN, TEXAS 78702 (210) 582-2072

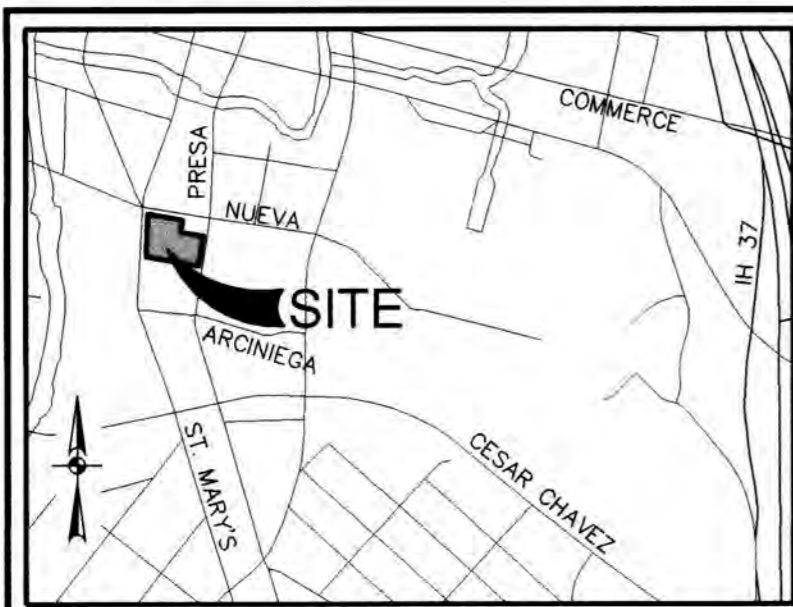
STATE OF TEXAS COUNTY OF TRAVIS BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED DENNIS MCDANIEL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15 DAY OF OCTOBER, A.D. 2019.

JULIA MASON MY COMMISSION EXPIRES 05-09-2021 NOTARY ID: 13112654-7

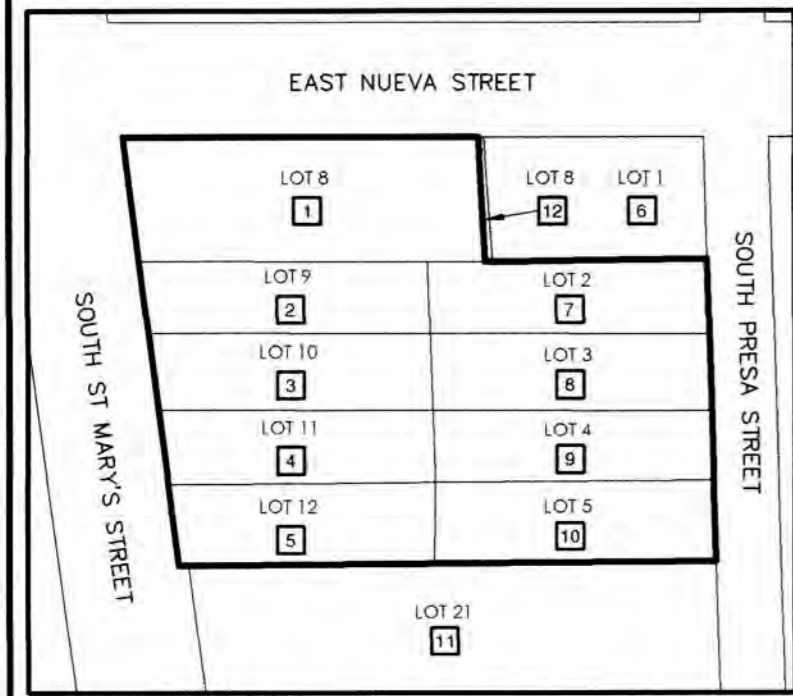


THIS PLAT OF ST JOHN'S SQUARE HAS BEEN SUBMITTED TO THE CITY OF SAN ANTONIO, TEXAS, AND HAVING BEEN REVIEWED BY THE DIRECTOR OF DEVELOPMENT SERVICES, IS HEREBY APPROVED IN ACCORDANCE WITH STATE OR LOCAL LAWS AND REGULATIONS, AND/OR WHERE ADMINISTRATIVE EXCEPTION(S) HAVE BEEN GRANTED.

DATED THIS 5 DAY OF October, A.D. 2019 BY [Signature] DIRECTOR OF DEVELOPMENT SERVICES



LOCATION MAP NOT-TO-SCALE



SUBJECT AREA SCALE 1" = 100'

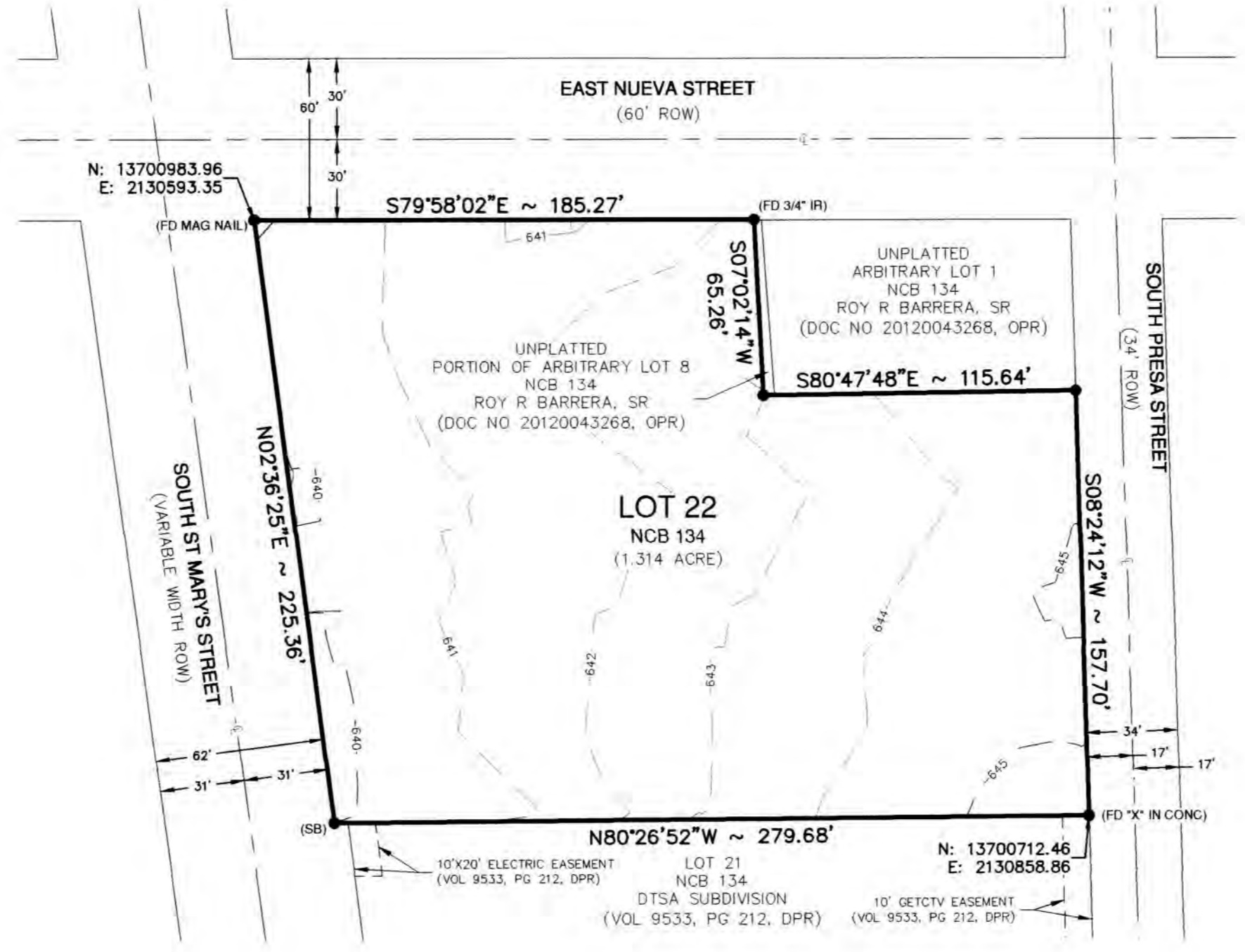
BEING A TOTAL OF 1.049 ACRES, BEING COMPRISED OF ALL OF ARBITRARY LOTS 2, 3, 9, 10, 11, 12 AND A PORTION OF LOT 8, NCB 134, AND 0.265 OF AN ACRE, BEING ALL OF THE 0.27 ACRE TRACT DESCRIBED IN DEED RECORDED IN DOCUMENT NO 20170101640 IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS ALL OF LOT 4 AND LOT 5, NCB 134 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

LEGEND

Table with 2 columns: Symbol and Description. Includes entries for DPR (Deed and Plat Records), ESMT (Easement), GETCTV (Gas, Electric, Telephone), NCB (New City Block), OPR (Official Public Records), and various lot descriptions (e.g., UNPLATTED ARBITRARY LOT 8, NCB 134).

CPS/SAWS/COSA UTILITY: 1. THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC, GAS, WATER, AND WASTEWATER SYSTEMS... SAWS IMPACT FEE: WATER AND/OR WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT... SAWS WASTEWATER EDU: THE NUMBER OF WASTEWATER EQUIVALENT DWELLING UNITS (EDU'S) PAID FOR THIS SUBDIVISION PLAT ARE KEPT ON FILE UNDER THE PLAT NUMBER AT THE SAN ANTONIO WATER SYSTEM... FLOODPLAIN VERIFICATION: NO PORTION OF THE FEMA 1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN EXISTS WITHIN THIS PLAT... COMMON AREA MAINTENANCE: THE MAINTENANCE OF ALL PRIVATE STREETS, OPEN SPACE, GREENBELTS, PARKS, TREE SAVE AREAS... RESIDENTIAL FINISHED FLOOR: RESIDENTIAL FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM OF EIGHT (8) INCHES ABOVE FINAL ADJACENT GRADE... SAWS HIGH PRESSURE: A PORTION OF THE TRACT IS BELOW THE GROUND ELEVATION OF 643 FEET WHERE THE STATIC PRESSURE WILL NORMALLY EXCEED 80 PSI...

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 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE... 3. DIMENSIONS SHOWN ARE SURFACE. 4. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.



STATE OF TEXAS COUNTY OF BEXAR

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE, EXCEPT FOR THOSE VARIANCES GRANTED BY THE SAN ANTONIO PLANNING COMMISSION.

[Signature] LICENSED PROFESSIONAL ENGINEER

I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PAPE-DAWSON ENGINEERS, INC.

[Signature] 10/25/2019 REGISTERED PROFESSIONAL LAND SURVEYOR



Plat Recorded on December 6, 2019 Volume 20001 Page 1644

ST JOHN'S SQUARE Civil Job No. 11601-01; Survey Job No. 11601-00

Exhibit B

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.

Exhibit B

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)

Exhibit B

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.

Exhibit B

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.

Exhibit B

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 B

Exhibit A – Eligible CCHIP Program Area

Exhibit B

Exhibit B – CCHIP Application

Exhibit B

Exhibit C – CCHIP Incentive Agreement Template



CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT
& OPERATIONS DEPARTMENT

Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: Dennis McDaniel Title: Manager
Company: Weal Development, LLC
Project Role: Developer
Address, City, ST, ZIP: 1401 S Flores, #201, San Antonio TX 78204
Phone: 512-4229162 Fax: _____ Email: dennis@austinfairchild.org

Project Information

Project Owner / Developer: Dennis McDaniel
Other Associated Entities and Roles: Weal Development, LLC St Johns Four Square, LLC, Downtown San Antonio

Project Name: St Johns Square
Project Site Address: 410 E Nueva St,
Start Date of Construction: April 2020 Completion Date: April 2022

Cost of public improvements: \$ 4,061,400
Estimated total project cost: \$ 21,547,459 (including public improvements)
Housing units planned: 252 Rentals For Sale

Housing density (units per acre): 192

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: _____

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

Units to be reserved for households earning ≤ 50% AMI: 54

Target rental price per square foot: \$.84 / Target market rental price per square foot: \$ 2.41

Square feet of retail space: 9,000 Square feet of commercial office space: _____

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

Site Information

City Council District #: 1 Current Zoning: IDZ - historic overlay

Current Site Uses Surface parking lot

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

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

Exhibit C

Property ID(s)#: _____ Total Acreage: 4.31

Current Value: Land: \$ 1,025,000 Improvements: \$ 5,886,919

Geographic Location

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

- 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: Hemistair

Project Characteristics/Features

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

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

Additional Information

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

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

2. SAWS Impact Fees (if seeking waiver)

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

Projected time to install water/sewer services: (month/year) _____

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

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

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



CCHIP Level 1 Agreement Term Sheet
St. John's Square

Project Name & Location: St. John's Square is located at the southeast corner of St. Mary's and Nueva within CCHIP Level 1 (CBD), the Hemisfair TIRZ, and Council District 1.

Project Description: Construction of a mixed-use, mixed-income housing development to include 252 new apartments, 54 of which will be reserved for households earning up to 50% of AMI. Total project investment is \$67,000,000. Construction is scheduled to commence in July 2020 and be complete by July 2022.

Project Developer & POC: Dennis McDaniel, Weal Development, LLC
 (512) 422-9162

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..... <ul style="list-style-type: none"> • Waiver ID #2332 	120,983.00.....	100.00
SAWS Fee Waiver..... <ul style="list-style-type: none"> • Waiver ID #2332 	540,000.00.....	100.00
Infrastructure Grant <ul style="list-style-type: none"> • Eligible projects must include at least 10% affordable units • Calculated at \$10,000 per unit qualifying as affordable, up to \$500,000 	500,000.00.....	500.00
TOTAL INCENTIVES AND PROGRAM FEES	\$1,160,983.00	\$700.00


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:


 _____ 3/12/20
 Christopher Lazaro, Redevelopment Officer Date


 _____ 3/12/20
 Viengsai Vongchampa, Date
 Department Fiscal Administrator



 John Jacks, Director Date

Exhibit E



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

Fee Waiver Program Admin Welcome Christopher

ADMIN

Submitted Date	Est. Claim Date	Request Status	Status Date	Approval
12/12/2017 8:34:23 AM	<input type="text" value="1/31/2019"/>	Approved <input type="text"/>	6/20/2019 3:06:34 PM	<input type="checkbox"/> Council Approval(CCA) <input type="checkbox"/> Owner Occupied(DOO) <input checked="" type="checkbox"/> CCHIP(CHI) <input type="checkbox"/> Other CCDO Proj(OCP) <input type="checkbox"/> Small Business(SBS) <input type="checkbox"/> Historic Rehab(DHR) <input type="checkbox"/> CCHIP 18(CCH) <input type="checkbox"/> Legacy Business(DLB) Approval Codes <input type="text" value="ICRIP(ICR)"/>

Status/Notes: Ordinance Number(If Applicable):

Zoning approved 12/12/17.Prj. Details 6/4/19.Rcvd. 6/20/19. City Renewal#1 no cost 6/20/19.

[Activity History](#)

SAWS

SAWS Waived Amount:

SAWS Initial Approval Date:

SAWS Waiver Admin Fee- Date Paid:

Renewal: 1st(No cost) 2nd 3rd

CITY

City Waived Amount:

City Initial Approval Date:

City Waiver Admin Fee- Date Paid:

Funding Source:

Renewal:

Fee Waiver Program Form Information WaiverID ICR2332

No Attachment Records Found

City City Status: **ACTIVE**
 SAWS SAWS Status: **ACTIVE**

APPLICANT INFORMATION

Project Owner:

Project Type:

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:

Exhibit E

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:

Other Project Role:

Name:

POC2-Name:

Title:

Company Name:

POC2-Company Name:

Applicant Address:

City:

State:

Zip Code:

Phone:

POC2-Phone:

Fax:

Email:

POC2-Email:

PROJECT INFORMATION/DESCRIPTION

Project Address:

City Council District:

Property/Parcel ID:

Acreage:

Proposed Land Used of Project:

Commercial Sq. Ft.:

Residential Sq. Ft.:

Other Proposed Land Used of Project:

Project Description:

Proposed Level of Investment:

Construction Start Date:

Construction Completion Date:

Exhibit E

12/31/2021

Current Zoning of Project Site:

Are you requesting a City fee waiver?: Yes No

City Fee Waiver Request: \$84,305.00

City Fee Waiver Approved: \$0.00

Applied for Other Incentive?: Yes No

If so, what Dept(s): CCDO, CCHIP

SAWS Sewer and Water Impact Fee?: Yes No

SAWS Fee Waiver Request: \$540,000.00

SAWS Fee Waiver Approved: \$0.00

Request Submitted By: Web User

Request Submitted Date: 12/12/2017 8:34:23 AM

Last Modified By: 145791

Last Modified Date: 1/29/2020 10:34:33 AM

Request Status: Approved

Status Date: 6/20/2019 3:06:34 PM

Ordinance Number:

Status Reason: Zoning approved 12/12/17.Prj. Details 6/4/19.Rcvd. 6/20/19. City Renewal#1 no cost 6/20/19.

SAWS Waived Amt:

SAWS Initial Approval Date:

SAWS Waiver Adm Fee Date Paid:

SAWS Renewal:

SAWS Waived Date:

SAWS Who Waived:

City Initial Approval Date:

City Waived Amt: \$120,982.26

City Waiver Admin Fee Date Paid:

City Renewal: #1- 6/20/19- No Cost

City Who Waived: 145791

City Waived Date: 1/23/2020 1:30:43 PM

Est. Claim Date: 1/31/2019

City Approved: Yes

SAWS Approved: Yes

City Expiration Date: 12/31/2021

SAWS Expiration Date: 12/31/2021

City Council Approval(CCA): No

Owner Occupied Rehabilitation(DOO): No

ED Industry: No

Center City Housing Infill Policy(CHI): Yes

Other CCDO Projects(OCP): No

Small Business(SBS): No

Historic Rehabilitation(DHR): No

CCHIP 18(CCH): No

Legacy Business(DLB): No

Approval Code: ICRIP(ICR)

No Attachment Records Found

Select file to upload:

No file chosen