

STATE OF TEXAS

§ TAX ABATEMENT AGREEMENT  
§ BETWEEN THE COUNTY OF BEXAR  
§ AND AM RIVER WALK, LLC

COUNTY OF BEXAR

THIS TAX ABATEMENT AGREEMENT (“*Agreement*”) is entered into by and between the County of Bexar, a political subdivision of the State of Texas (“*COUNTY*”), duly acting herein by and through the Bexar County Commissioners Court (“*Commissioners Court*”) for and on behalf of COUNTY and AM River Walk, LLC, a Texas limited liability company validly existing, in good standing and authorized to conduct business under the laws of the State of Texas (“*COMPANY*”).

**WITNESSETH:**

**WHEREAS**, the City Council of the City of San Antonio, Texas in Ordinance No. 2008-12-11-1134 established the “Reinvestment Zone Number Thirty-One, City of San Antonio Texas” reinvestment zone (the “*Zone*”), as authorized by the Texas Tax Increment Financing Act, Texas Tax Code Chapter 311 (the “*Code*”) and pursuant to Section 311.0125(a) of the Code, a taxing unit may enter into a tax abatement agreement with an owner of real property located within the Zone; and

**WHEREAS**, COMPANY owns certain real property within Bexar County and intends to develop that property into a mid-rise market-rate apartment community to include 191 units and 1,614 square feet of ground-floor retail space, all to be located in the Zone and currently having a street address of 111 West Jones Avenue, San Antonio, Texas 78215 (cumulatively, the “*Project*”); and

**WHEREAS**, COMPANY has made application to the COUNTY for a tax abatement on the increase in the assessed value of the real property and certain eligible improvements to the real property to be constructed at the Project site after execution of this Agreement; and

**WHEREAS**, COUNTY has approved Tax Abatement Guidelines (“*Guidelines*”) which govern tax abatement agreements entered into by COUNTY; and

**WHEREAS**, in order to maintain and enhance the commercial and industrial economic and employment base, the Commissioners Court has determined to grant the tax abatement and to enter into this Agreement, in accordance with the Guidelines and all other applicable laws; and

**WHEREAS**, the Commissioners Court finds that the proposed investment, as described in this Agreement, is consistent with the expansion of primary employment and housing and the attraction of major investment in the Zone, which contributes to economic development in Bexar County and the enhancement of the tax base, and is in compliance with other applicable laws;

**WHEREAS**, pursuant to Texas Tax Code § 311.0125, this Agreement shall not be of effect unless and until approved by the Board of Directors of Reinvestment Zone Number Thirty-One, City of San Antonio Texas and the Board of Directors has so approved the Tax Abatement

granted by this Agreement by way of **City Resolution 2015-XX-XX-XXXX** dated **XX XX, 2015**, and Board approval on November 17, 2015;

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

## **ARTICLE I** **DEFINITIONS**

- 1.01 “***Application***” for purposes of this Agreement shall mean The Joint Incentive Application dated on or about March 27, 2015, on file with the Commissioners Court, attached hereto as Exhibit “E” and incorporated herein for all purposes.
- 1.02 “***Base Value***” for purposes of the abatement to be granted on the Real Property (as defined in Article I, Paragraph 1.08) and Eligible Improvements (as defined in Article I, Paragraph 1.04), shall mean the assessed value of the Real Property and any Improvements located on the Real Property as of January 1, 2015. Base Value shall be determined by the Bexar Appraisal District (“***Appraisal District***”) in accordance with applicable Texas law.
- 1.03 “***Certificate of Completion***” means the sworn certificate of COMPANY in the form attached as Exhibit “D,” incorporated herein for all purposes upon submission to the COUNTY by COMPANY, affirming that construction of the Eligible Improvements are complete and no known uncured breach of any term or condition of this Agreement then exists.
- 1.04 “***Eligible Improvements***” for purposes of this Agreement shall mean the construction of an apartment complex which includes 191 new units and related Improvements which COMPANY intends to construct on the Real Property. Eligible Improvements shall only include those Improvements which are substantially completed prior to the date that COMPANY is required to submit a Certificate of Completion to the COUNTY and shall not include any Improvements constructed after such date.
- 1.05 “***Force Majeure***” for purposes of this Agreement shall mean a contingency or cause beyond the reasonable control of COMPANY, including, but not limited to, fire, explosion, or other casualty or accident or natural disaster and not resulting from the negligence, intentional act or misconduct of COMPANY, inclement weather beyond applicable seasonal norms, acts of God or the public enemy, strikes or lockouts or labor disputes, shortages or unavailability of materials and governmental restrictions or changes in applicable laws, rules or regulations of governmental authorities enacted after the Effective Date (as defined in Article II, Paragraph 2.05). The burden to prove the occurrence of an event of Force Majeure shall rest solely with COMPANY and only upon written submission detailing the event(s) to the COUNTY’s Economic Development Department Executive Director.
- 1.06 “***Improvements***” for purposes of this Agreement shall have the meaning assigned by the Texas Tax Code §1.04(3) and shall include buildings, structures, fixtures, and fences

erected on or affixed to Real Property and shown on the Site Plans attached as Exhibit “B”.

- 1.07 “**Personal Property**” for purposes of this Agreement shall have the meaning assigned by the Texas Tax Code §1.04(4) and (5) and shall include equipment, furniture, fixtures, inventory, and supplies.
- 1.08 “**Real Property**” for purposes of this Agreement shall mean the parcel of land owned in fee simple by COMPANY which consists of approximately 1.3 acres of land on which COMPANY will construct the Eligible Improvements. A legal description of the parcel of land constituting the Real Property is attached to this Agreement as Exhibit “A” and incorporated herein for all purposes.
- 1.09 “**Recapture Period**” for purposes of this Agreement shall mean the period beginning on January 1st of the year immediately following the year in which the Tax Abatement Period (as defined in Article I, Paragraph 1.11) ends and continuing for a period of six (6) years through December 31st of that sixth year.
- 1.10 “**Tax Abatement**” for purposes of this Agreement shall mean the percentage of the increase in the assessed value of the Real Property and the Eligible Improvements, above the Base Value, which will be exempt from ad valorem taxation in accordance with the Texas Tax Code, subject to the terms and conditions herein.
- 1.11 “**Tax Abatement Period**” for purposes of this Agreement shall mean the period beginning on January 1, 2018 and continuing for a period of ten (10) tax years thereafter ending on December 31 of that tenth year.

## **ARTICLE II**

### **TERMS OF TAX ABATEMENT**

- 2.01 Provided COMPANY is and remains in compliance with the terms and conditions of this Agreement, a Tax Abatement of **FIFTY PERCENT (50%)** shall be granted to COMPANY on the Real Property and Eligible Improvements during the Tax Abatement Period.
- 2.02 COMPANY shall establish separate tax accounts for the Real Property and Eligible Improvements subject to this Agreement with the Appraisal District and provide those tax account number(s) to the COUNTY within ninety (90) calendar days following the Effective Date of this Agreement.
- 2.03 The property eligible for Tax Abatement under this Agreement will be the Real Property and Eligible Improvements only.
- 2.04 The ad valorem taxes eligible for Tax Abatement under this Agreement shall be the ad valorem taxes levied by the Commissioners Court for and on behalf of COUNTY only. Ad valorem taxes eligible for tax abatement under this Agreement shall not include taxes levied by the Commissioners Court for and on behalf of any other taxing authority or

jurisdiction, including the Bexar County Hospital District operating as University Health System or the Bexar County Flood Control District.

- 2.05 This Agreement shall begin on the date of execution by COUNTY (“*Effective Date*”) and terminate upon expiration of the Recapture Period (“*Term*”).
- 2.06 COMPANY must own the Real Property and Eligible Improvements in fee simple during the Term, subject to the assignment rights as hereinafter set out.
- 2.07 COMPANY agrees that during the Term that no portion of the Real Property or Eligible Improvements shall be utilized for any purpose other than for the operation of a multi-family housing project offering market rate multi-family rental units along with related and incidental uses such as retail space, parking, administrative offices and common-use facilities (cumulatively, the “*Intended Purposes*”) for any period longer than sixty (60) calendar days for any reason, excepting a Force Majeure event, unless prior written consent has been obtained from Commissioners Court. Should COMPANY use or allow the Real Property or Eligible Improvements to be used for purposes other than the Intended Purposes, the COUNTY’s determination of the date such inconsistent use began shall be conclusive for calculating the sixty (60) day period unless COMPANY presents credible evidence to clearly indicate an alternate date.
- 2.08 COMPANY agrees to pay, before the delinquency date, all of their ad valorem taxes due with respect to any other property located in Bexar County that is not subject to Tax Abatement under this Agreement or other similar incentive agreement, subject to each entities right to protest ad valorem taxes as permitted by applicable law.
- 2.09 COMPANY understands and agrees that the Base Value of the Real Property and Eligible Improvements, and the tax levy on the Base Value, shall not decrease, but taxes may increase and that the amount of ad valorem taxes paid by COMPANY attributable to the Real Property and Eligible Improvements shall not be less than the amount of taxes paid for the tax year this Agreement is executed. However, COMPANY shall have the right to protest and/or contest appraisals over and above the Base Value.
- 2.10 COMPANY agrees to furnish the Appraisal District with such information pertaining to the Real Property and the Eligible Improvements outlined in the Texas Tax Code as is necessary for abatement and appraisal purposes, as well as any relevant accounting or tax records pertaining to the Real Property and Eligible Improvements deemed necessary by the Appraisal District for such purposes. All values (including Base Value) relevant to this Agreement and the yearly amount of the Tax Abatement to be provided hereunder shall be determined by the Appraisal District under applicable Texas law and the Appraisal District’s final determination for purposes of this Agreement shall be conclusive.
- 2.11 The Real Property and Eligible Improvements shall be maintained in good repair and condition during the Term, normal wear and tear excepted.

**ARTICLE III**  
**CAPITAL INVESTMENT COMMITMENTS**

- 3.01 This Agreement and the Tax Abatement granted hereunder is conditioned on COMPANY complying with the capital investment commitments described in this Article III.
- 3.02 COMPANY agrees that its capital investment in the Real Property and Eligible Improvements shall be in an amount not less than **THIRTY-NINE MILLION THREE HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS (\$39,393,771.00)**. All of the capital investments contemplated by this Paragraph 3.02 must be completed on or before December 31, 2017, subject to Force Majeure. Within thirty (30) calendar days following Substantial Completion of the Project, COMPANY must submit to the COUNTY a fully complete and endorsed original Certificate of Completion. Substantial Completion shall include construction of the Eligible Improvements and inspection and permitting approval by Governmental Authorities having regulatory authority over the Project.
- 3.03 COMPANY agrees that all property subject to this Agreement shall be located entirely within Bexar County and solely within the Zone.
- 3.04 COMPANY agrees that all construction related to the Eligible Improvements will comply with:
- (a) applicable building codes and ordinances, including but not limited to flood, subdivision, building, electrical, plumbing, fire, and life safety codes and ordinances, as amended; and
  - (b) applicable city, county, state, and federal laws, rules, regulations, statutes, ordinances, orders, and codes, as amended.
- 3.05 COMPANY understands and agrees that the Tax Abatement granted hereunder applies only to the Real Property and Eligible Improvements identified in this Agreement and that no Personal Property, other Improvements currently located on the Real Property or Improvements constructed on the Real Property after COMPANY's submission of the Certificate of Completion to the COUNTY (other than repairs to or replacement of the Real Property and Eligible Improvements due to damage or casualty) shall be eligible for Tax Abatement under this Agreement.
- 3.06 COMPANY agrees to furnish COUNTY with semi-annual reports in a form satisfactory to COUNTY but substantially similar to Exhibit "C" certifying its compliance with the capital investment commitments contemplated by this Agreement. The semi-annual reports shall include information on the extent and amount of investment in Real Property and Eligible Improvements that occurred during the semi-annual period preceding the submission of such reports. COMPANY agrees to submit the reports by March 31st (covering the period July 1 through December 31) and September 30th (covering the period January 1 through June 30) of each year until such time as it has certified that all of the investments contemplated by this Agreement are completed, after which no further

semi-annual reports will be required pursuant to this Section 3.06. COUNTY may require that the reports include detailed information on capital expenditures, to include purchase order numbers, vendor names, and dollar amounts paid for all of the capital investments, actual costs, and book values. These reports must be prepared and administered in accordance with generally accepted accounting principles. During the Term, COUNTY and its employees and agents shall have access to the Real Property and Eligible Improvements (upon ten (10) business days advance written notice and during normal business hours) for the purpose of inspection to ensure that the Eligible Improvements have been completed and are being used for the purposes described in this Agreement.

#### **ARTICLE IV** **GOODWILL BENEFITS**

- 4.01 COMPANY, as a tax abatement recipient, and/or its affiliates or assignee (if applicable), will make a good faith effort to provide goodwill benefits to the COUNTY community. These goodwill benefits may include completed, current or planned benefits which can be in-kind donations, monetary donations or service donations to local non-profits, community organizations or national organizations directly assisting citizens of the COUNTY.

#### **ARTICLE V** **REPRESENTATIONS OF COMPANY**

- 5.01 The execution and performance of this Agreement by COMPANY has been duly authorized by its partners or other governing authority and does not require the consent or approval of any other person which has not been obtained. Additionally, the individual executing this Agreement on behalf of COMPANY represents that he or she has full legal authority to execute this Agreement on behalf of COMPANY and to bind COMPANY to all terms, performances and provisions herein contained, as obtained by the execution of Exhibit "F". In the event that a dispute arises as to the legal authority of either COMPANY, or the person signing on behalf of COMPANY, to enter into this Agreement, COUNTY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement.
- 5.02 COMPANY represents and warrants that the Real Property and Eligible Improvements will be used only for the Intended Purposes as described in this Agreement. COMPANY agrees that any change in the use of the of the Eligible Improvements or Real Property during the Term from the Intended Purposes must have the prior written approval of Commissioners Court, such approval not to be unreasonably withheld, and any other governmental entity having an interest in the abatement of ad valorem taxation of the property subject to this Agreement.
- 5.03 COMPANY represents that the Project described in this Agreement is not financed by tax increment bonds.
- 5.04 COMPANY represents and warrants that no bonds for which the COUNTY is liable have been or will be used to finance any portion of this Project. Further, COMPANY

acknowledges that this Agreement is entered into subject to the rights of the holders of outstanding bonds of COUNTY.

- 5.05 COMPANY represents that no interest in any of the property subject to Tax Abatement under this Agreement is presently held by or leased to, and warrants that during the Term it shall not, sell or lease an interest in such property to a member of the Commissioners Court, the City of San Antonio Council, the City of San Antonio Zoning and Planning Commissioners, or any other officer or employee of COUNTY or the City of San Antonio, or any member of the governing body of any taxing unit joining in or adopting this Agreement. The foregoing limitation shall not apply to tenant leases for rental units entered into by COMPANY in the ordinary course of business so long as COMPANY does so at market rates and on terms and conditions which are equal to those terms and conditions contained in tenant leases entered into by tenants not belonging to the above described officers and employees.
- 5.06 COMPANY warrants that all of its activities related to this Agreement will be conducted in accordance with applicable federal, state and local laws.
- 5.07 COMPANY represents that the information provided and the representations made in the Application are true and correct.
- 5.08 COMPANY represents and warrants that any and all oral representations made to Commissioners Court are true and correct in all material respects and agrees to comply with such representations and perform the same as though those representations were expressly described herein.

## **ARTICLE VI**

### **DEFAULT, TERMINATION, AND RECAPTURE**

- 6.01 Should COMPANY fail to comply with any term or condition of this Agreement during the Term, or if any representation or warranty made by COMPANY to COUNTY in this Agreement is false or misleading in any material respect, then COUNTY may declare a default and terminate this Agreement in accordance with the procedure described herein. If COUNTY provides COMPANY with written notice of default (“**Default Notice**”) and the identified default(s) is not cured within sixty (60) calendar days from the date the Default Notice is sent (“**Cure Period**”), then this Agreement shall automatically terminate effective as of the date of the expiration of the Cure Period (“**Termination Date**”). The COUNTY may, in its sole discretion, extend the Cure Period if COMPANY commences the cure within the Cure Period and is diligently pursuing such cure.
- 6.02 In the event of termination pursuant to Paragraph 6.01 which occurs during the Tax Abatement Period, COMPANY agrees that abated ad valorem taxes will become due and owing for the calendar year in which the Default Notice leading to termination of this Agreement is sent and shall accrue without abatement for all years thereafter.
- 6.03 In addition, if this Agreement is terminated by COUNTY pursuant to Paragraph 6.01, COMPANY must repay COUNTY the ad valorem taxes previously abated (hereafter,

“*Recapture*”). The amount of previously abated taxes subject to Recapture by COUNTY shall be determined by multiplying the total taxes abated by the applicable percentage, based on the calendar year in which the Default Notice resulting in termination of this Agreement is sent, in accordance with the Recapture Schedule below:

<b>RECAPTURE SCHEDULE</b>	
<b>Year in which Notice Resulting in Termination is Sent:</b>	<b>Total Taxes Previously Abated Shall be Multiplied by:</b>
During the Tax Abatement Period	100%
Year 1 of a Recapture Period	100%
Year 2 of a Recapture Period	80%
Year 3 of a Recapture Period	60%
Year 4 of a Recapture Period	40%
Year 5 of a Recapture Period	20%
Year 6 of a Recapture Period	10%

COMPANY agrees that the previously abated taxes which become due and owing under this Article VI shall be paid to COUNTY within sixty (60) calendar days following the Termination Date. It is not a waiver of default if COUNTY fails to declare immediately a default, or delays in taking any action with respect to a default, or fails to take any action with respect to a default.

- 6.04 In the event any property subject to this Agreement is taken by any public or quasi-public authority under the powers of eminent domain, condemnation, or expropriation, then the Tax Abatement as to that portion of the property affected shall terminate and there shall be no recapture of taxes or other penalty.
- 6.05 The remedies contained in this Agreement are non-exclusive and COUNTY shall have any and all remedies it may be entitled to either in law or in equity. The exercise of any remedy by COUNTY shall not be deemed as a waiver of any other remedy to which COUNTY may be entitled.

**ARTICLE VII**  
**ASSIGNMENT**

- 7.01 No legal or business entity other than COMPANY shall be entitled to receive the benefit of the Tax Abatement provided herein, including any entity resulting from a merger, reorganization, or any other form of business combination involving COMPANY, without the prior written consent of COUNTY acting by and through the Commissioners Court, such consent not to be unreasonably withheld. In addition, this Agreement shall not be assigned by COMPANY to any other legal entity without the prior written consent of COUNTY, such consent not to be unreasonably withheld. Any attempted transfer of the rights and responsibilities under this Agreement or the assignment of this Agreement without prior approval of COUNTY, acting by and through the Commissioners Court,



shall be void and this Agreement shall terminate triggering the recapture provisions of Article VI and COMPANY shall have no ability to cure.

7.02 In the event of an assignment by COMPANY to which COUNTY has consented in writing, the assignee, or the assignee's legal representative, shall then enter into a written agreement with the COUNTY agreeing to assume, perform, and be bound by all of the covenants, obligations, and agreements contained within this Agreement. COMPANY agrees that such an assignment shall in no way relieve it from any obligation created under this Agreement attributable to the period prior to the assignment.

**ARTICLE VIII**  
**NOTICES**

8.01 All notices provided to be given under this Agreement shall be in writing, and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid, and addressed to the proper party at the address which appears below, or at such other address as the parties hereto may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY:

County Judge  
101 West Nueva Street, Suite 1019  
San Antonio, Texas 78205-3482  
Attn: Tax Abatement Agreement

With a copy to:

Commissioner, Precinct 1  
101 West Nueva Street, Suite 1009  
San Antonio, Texas 78205-3481

and

Executive Director  
Economic Development Department  
101 West Nueva Street, Suite 944  
San Antonio, Texas 78205-3450

and

Chief, Civil Section  
Bexar County District Attorney's Office  
101 West Nueva  
San Antonio, Texas 78205

If to COMPANY:

Vice President  
Alamo Manhattan Properties, LLC  
3012 Fairmount Street, Suite 100  
Dallas, Texas 75201

**ARTICLE IX**  
**SEVERABILITY**

9.01 In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word contained in this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event, there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal, and enforceable.

**ARTICLE X**  
**APPLICABLE LAW**

10.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action brought hereunder (including any action brought in federal court) will be exclusively in Bexar County, Texas.

**ARTICLE XI**  
**INCORPORATION OF OTHER DOCUMENTS**

11.01 The following exhibits are attached hereto and incorporated herein for all purposes:

- Exhibit "A" Legal Description of the Real Property
- Exhibit "B" Site Plans
- Exhibit "C" Bexar County Semi-Annual Tax Abatement Compliance Report
- Exhibit "D" Certificate of Completion
- Exhibit "E" County of Bexar and City of San Antonio Joint Incentive Application
- Exhibit "F" Partnership's Authorization to enter into Tax Abatement

**ARTICLE XII**  
**AMENDMENT OF DOCUMENTS**

12.01 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**ARTICLE XIII**  
**MULTIPLE COUNTERPARTS**

13.01 This Agreement may be executed by the parties in several counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument.

**ARTICLE XIV**  
**PRIOR AGREEMENTS SUPERSEDED**

14.01 Subject to Article V, Paragraph 5.08, this Agreement constitutes the sole and only agreement of the parties hereto and supersedes all prior understandings or written or oral agreements between the parties respecting the subject matter within.

**ARTICLE XV**  
**CERTIFICATION**

15.01 COMPANY, by execution of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project site during the Term of this Agreement. If COMPANY is convicted of a violation under 8 U.S.C. Section 1324a (f), then this Agreement shall terminate without necessity of the Cure Period, and COMPANY shall pay to COUNTY all of the ad valorem taxes previously abated by this Agreement. The COUNTY shall provide written notice to COMPANY of such a breach (“*Violation Notice*”) and within one hundred twenty (120) calendar business days after the Violation Notice is sent, COMPANY shall repay to COUNTY all of the ad valorem taxes previously abated by this Agreement with interest to be calculated in accordance with the money judgment rate set forth in Section 304.003 of the Texas Finance Code, as may be amended from time to time, from the date of the Violation Notice until paid. The COUNTY, in its sole discretion, may extend the period for repayment set forth herein. In addition, COMPANY agrees to pay all costs and expenses, including attorney’s fees, incurred by the COUNTY in enforcing this provision.

15.02 In the event of termination pursuant to the above Paragraph 15.01, COMPANY agrees that ad valorem taxes will be due for the calendar year during which the written notice leading to such termination is sent (if termination occurs during the Tax Abatement Period) and shall accrue without abatement for all years thereafter.

*(remainder of page intentionally left blank)*

**ARTICLE XVI**  
**COMMISSIONERS COURT AUTHORIZATION**

16.01 This Agreement was approved by Order of the Commissioners Court dated \_\_\_\_\_, 2015 authorizing the County Judge to execute this Agreement on behalf of COUNTY. The Tax Abatement contemplated by this Agreement is expressly subject to COMPANY'S fulfillment of all of the terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement is executed in triplicate originals effective this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**COUNTY OF BEXAR**

**AM RIVER WALK, LLC, a Texas limited liability company**

**By: ALAMO MANHATTAN PROPERTIES, LLC, a Texas Limited Liability Company**

By: \_\_\_\_\_  
NELSON W. WOLFF  
County Judge

By: \_\_\_\_\_  
MATTHEW P. SEGREST  
Manager

ATTEST:

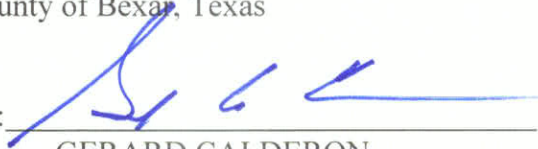
\_\_\_\_\_  
GERARD C. RICKHOFF  
County Clerk

Date: 10/13/15

APPROVED AS TO LEGAL FORM:

Criminal District Attorney  
County of Bexar, Texas

By: \_\_\_\_\_



GERARD CALDERON  
Assistant Criminal District Attorney  
Civil Section

APPROVED AS TO FINANCIAL  
CONTENT:



SUSAN YEATTS  
County Auditor



DAVID SMITH  
County Manager

APPROVED:



DAVID MARQUEZ  
Executive Director of Economic Development

ms



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE REAL PROPERTY**

DRAFT





LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELDNOTE DESCRIPTION  
FOR

A 1.272 acre, or 55,389 square feet more or less, tract of land being the remaining portion of that 1.279 acre tract described in deed to Liberty Properties recorded in Volume 7953, Page 110 of the Official Public Records of Bexar County, Texas. Said 1.272 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

BEGINNING: At a found iron rod with at on the southwest right-of-way line of Jones Avenue, a 60-foot right-of-way, at the east corner of a 3.337 acre tract described in deed to San Antonio Museum of Art recorded in Volume 7564, Page 207 of said Official Public Records, the north corner of the herein described tract;

THENCE: S 56°44'56" E, along and with the southwest right-of-way line of said Jones Avenue, the northeast line of said 1.272 acres, a distance of 221.05 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" on the northwest line of the San Antonio River, at the north corner of a 0.006 acre tract described in deed to San Antonio River Foundation recorded in Volume 12611, Page 1157 of said Official Public Records, the east corner of the herein described tract;

THENCE: Departing the southwest right-of-way line of said Jones Avenue, along and with the northwest line of said San Antonio River, the southeast and the south line of the herein described tract, the following bearings and distances:

S 30°55'25" W, a distance of 4.65 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

Southwesterly, along a curve to the left, said curve having a radius of 37.34 feet, a central angle of 19°56'27", a chord bearing and distance of S 20°57'02" W, 12.93 feet, for an arc length of 13.00 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

Southwesterly, along a curve to the right, said curve having a radius of 20.64 feet, a central angle of 39°05'23", a chord bearing and distance of S 34°38'32" W, 13.81 feet, for an arc length of 14.08 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

Southwesterly, along a curve to the left, said curve having a radius of 12.48 feet, a central angle of 45°08'25", a chord bearing and distance of S 26°43'53" W, 9.58 feet, for an arc length of 9.83 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

Page 1 of 2

SAN ANTONIO / AUSTIN  
HOUSTON / FORT WORTH / DALLAS

2000 NW Loop 410 San Antonio, Texas 78213  
P 210.375.9000 F 210.375.9010 www.pape-dawson.com



S 10°10'35" W, a distance of 5.64 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" on the northwest line of the San Antonio River;

S 45°17'47" W, a distance of 118.94 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

S 52°24'26" W, a distance of 29.32 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

Southwesterly, along a curve to the right, said curve having a radius of 76.19 feet, a central angle of 43°16'08", a chord bearing and distance of S 88°36'24" W, 56.18 feet, for an arc length of 57.54 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

N 70°29'29" W, a distance of 105.91 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a curve to the left, said curve having a radius of 413.10 feet, a central angle of 14°13'38", a chord bearing and distance of N 83°00'48" W, 102.31 feet, for an arc length of 102.58 feet to a found S.A.R.A. monument at the south corner of said 3.337 acre tract, the west corner of the herein described tract;

THENCE:

N 42°38'42" E, departing the north line of said San Antonio River, and the northwest line of said 1.272 acre tract, the southeast line of said 3.3337 acre tract, a distance of 296.15 feet to the POINT OF BEGINNING, and containing 1.272 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9205-14 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: July 9, 2014  
JOB NO. 9205-14  
DOC. ID. N:\Survey14\14-9200\9205-14\Word\9205-14 FN.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-00



*Paul T. Ross*  
18 AUG. 14



**EXHIBIT "B"**  
**SITE PLANS**

DRAFT

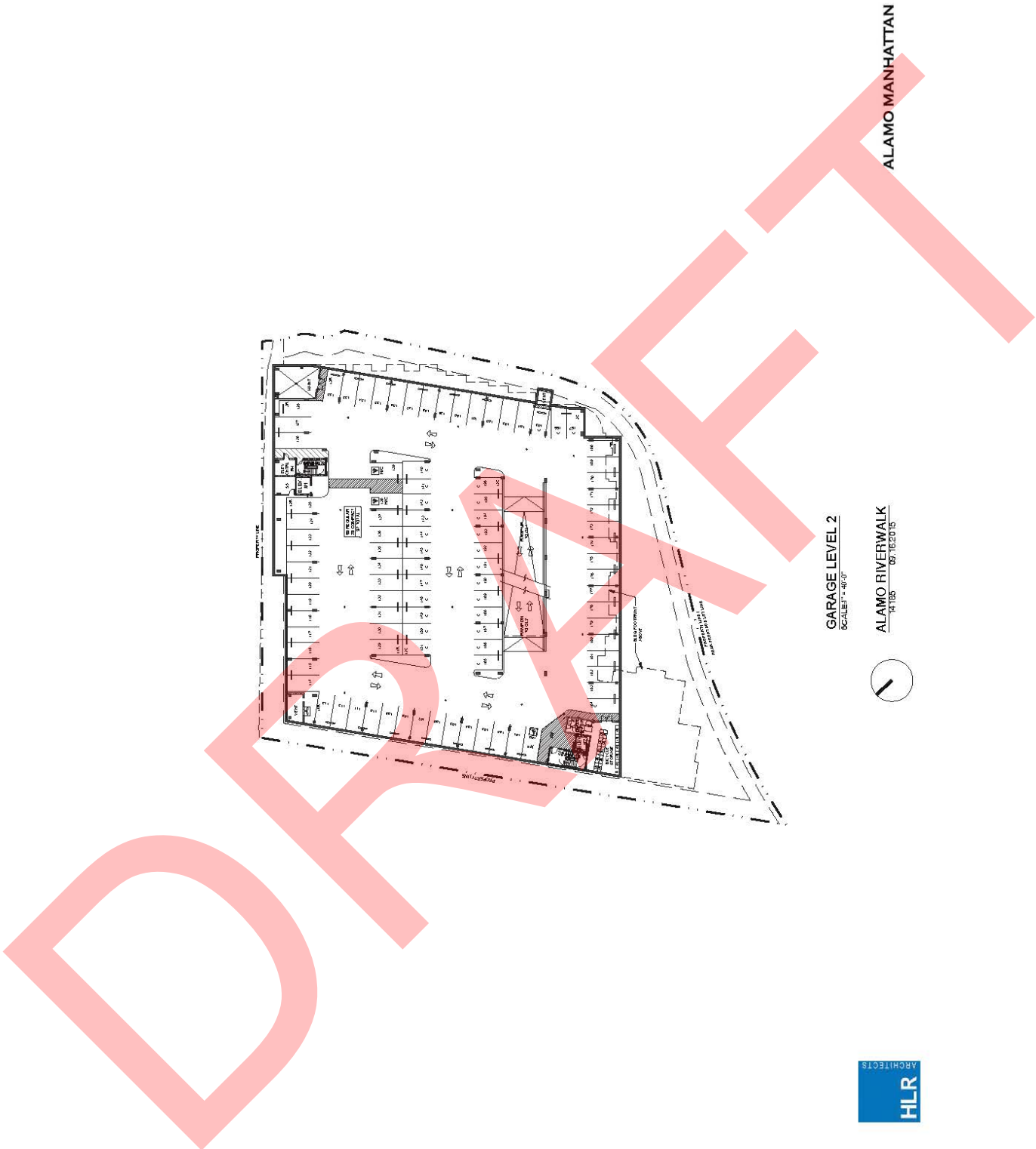


GARAGE LEVEL 3  
SCALE: 1/8" = 1'-0"

ALAMO RIVERWALK  
14.1051 09.16.20.15



ALAMO MANHATTAN



ALAMO MANHATTAN

GARAGE LEVEL 2  
SCALE: 1" = 40'-0"

ALAMO RIVERWALK  
14.1.05 09.16.20.15





GARAGE/UNIT LEVEL 1  
SCALE: 1/8" = 1'-0"

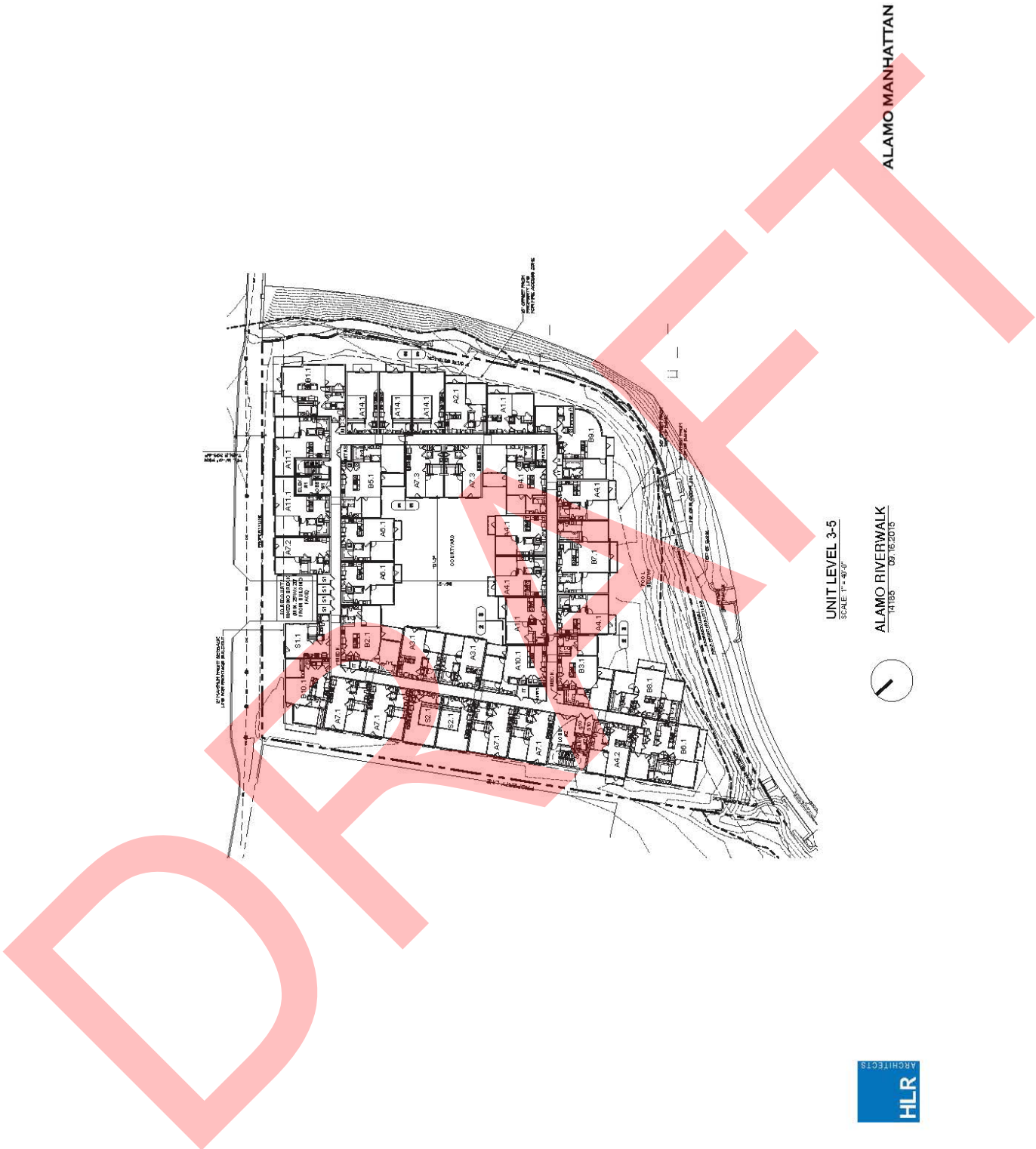


ALAMO RIVERWALK  
14.1051 09.16.20.15

ALAMO MANHATTAN







UNIT LEVEL 3-5  
SCALE: 1" = 48'-0"

ALAMO RIVERWALK  
14185 09/16/2015



ALAMO MANHATTAN

**EXHIBIT "C"**

**COUNTY OF BEXAR TAX ABATEMENT COMPLIANCE REPORT**

DRAFT



**BEXAR COUNTY SEMI-ANNUAL TAX ABATEMENT COMPLIANCE REPORT**

**Reporting Period:** \_\_\_\_\_ through \_\_\_\_\_

Real Property Improvements	
<i>Expenditures associated with the real property improvements to your facility during _____ through _____.</i>	
1. Improvements occurring during reporting period.	\$
2. Improvements existing <b>prior to</b> reporting period.	\$
3. Total real property improvements (Add responses from 5 and 6).	\$
4. Bexar Appraisal District Tax Account Number.	
Certification	
<i>I certify that the information provided in this Bexar County Tax Abatement Compliance Report is correct and that the company has complied with all terms and conditions of its Tax Abatement Agreement.</i>	
Signature:	
Date:	/ /
Printed Name:	
Title:	
Company:	
Mailing Address:	
City, State, Zip:	, -
Phone:	- -
Fax:	- -
E-Mail:	

**EXHIBIT "D"**

**CERTIFICATE OF COMPLETION**

DRAFT

**CERTIFICATE OF COMPLETION**

DATE: \_\_\_\_\_, 201\_\_

AFFIANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unless defined herein, each capitalized term or phrase used in this Certificate of Completion of construction ("*Certificate of Completion*") will have the meaning ascribed to such term or phrase in the Tax Abatement Agreement dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ ("*Affiant*") and Bexar County, Texas ("*County*") which is incorporated herein by reference for all purposes.

The person signing this Certificate of Completion has been duly sworn. Under oath, the undersigned swears the following information is true and correct:

1. Authority of Affiant. The undersigned person has been duly authorized by Affiant to sign this Certificate of Completion of construction as its agent and representative and deliver it to the County in accordance with the terms of the Tax Abatement Agreement.
2. Description of Affiant's Obligations. Affiant entered into the Tax Abatement Agreement with the County wherein the County agreed to provide a tax abatement on Affiant's Real Property and certain Eligible Improvements as incentive for Affiant to make the capital investments described in the Tax Abatement Agreement.
3. Representations of Affiant. Affiant swears that (i) the Eligible Improvements have been constructed, inspected and approved by all Governmental Authorities having regulatory authority over the Project, (ii) substantial completion (except for minor "punch-list" items) of the construction of the Eligible Improvements occurred on or before \_\_\_\_\_, 20\_\_\_\_, and (iii) as of the date of this Certificate of Completion, no breach of any of the terms, conditions, representations or warranties contained in the Tax Abatement Agreement has occurred without cure by Affiant.
4. Liability for False Statements. Affiant is aware that the County is relying upon the truth and accuracy of this Certificate of Completion and that Affiant will be liable to the County for all damages, attorney's fees, and other expenses incurred because of any false statement contained in this Certificate of Completion.

AFFIANT: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SWORN AND SUBSCRIBED to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT “E”**

**COUNTY OF BEXAR AND CITY OF SAN ANTONIO  
JOINT INCENTIVE APPLICATION**

**DRAFT**



**JOINT INCENTIVE APPLICATION**



**Company:** Alamo Manhattan River Walk, LLC

**Address:** 2808 Fairmount, Suite 200 **City:** Dallas **State:** TX **Zip:** 75214-

**Website:** www.alamomanhattan.com

**Ownership:**  Private  Public

**Headquarters Location (where the company's officers direct, control and coordinate the entity's activities) City:** Dallas **State:** TX

**Business Structure (i.e., Proprietorship, Partnership, Corporation):** LLC

**State of registration or incorporation:** TX

**PROJECT DETAILS**

1. **List other communities that are being considered for the project:**  
None
2. **Why is an incentive necessary for the project to succeed financially?**  
Incentives are required in order to for the project to be financially feasible
3. **Indicate any incentives sought or received from other taxing entities in connection with this project.**  
Seeking all incentives available under the CCDO's CCHIP program
4. **Describe the project, including capital improvements (real and personal property) to be undertaken, the facility's use, and the product or service to be produced.**  
The project will be a mid-rise market-rate apartment community including approximately 191 units and 1,500 SF of ground-floor retail space.
5. **Classification (i.e. Agribusiness, Aviation/Aerospace, Biotechnology, Corporate and Regional Headquarters, Creative Services, Environmental/Clean/Green Technology, Finance, Information Technology and Security, Logistics and Distribution, Manufacturing):** Rental multi-family housing
6. **Physical address:** 111 W. Jones **City:** San Antonio  
**County Precinct:** 4 **City Council District:** 1 **School District:** San Antonio ISD
7.  **New construction**  **Expansion**  **Lease improvements**
8. **Improvement values. Real property:** \$39,393,771 **Personal property:** \$300,000 **Inventory/Supplies:** \$0
9. **Schedule (MM/YY): Start date:** 8 / 15 **Completion date:** 5 / 17

	<b>Investment</b>
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Year 1 (2015)	\$9,450,944
Year 2 (2016)	\$22,682,120
Year 3 (2017)	\$7,560,707
Year 4 (2018)	\$
Year 5 (2019)	\$

10. Does/will the applicant own or lease the project's real property?  Own  Lease

If leased, indicate the landlord/owner.

If leased, indicate lease term.      Years      Expiration date:    /    /

11. List existing Bexar Appraisal District tax account numbers associated with this project.

Real property: 01037 - 000 - 0010 ;      -   -   ;      -   -

Personal property:      -   -   ;      -   -   ;      -   -

12. Total global workforce: Full-time: 0 Part-time:      Seasonal:

13. Current local workforce: Full-time: 0 Part-time:      Seasonal:

14. Minimum number of new, full-time jobs to be created (total):

	Jobs		Jobs
Year 1 (2015)	0	Year 6 (2020)	0
Year 2 (2016)	0	Year 7 (2021)	0
Year 3 (2017)	0	Year 8 (2022)	0
Year 4 (2018)	0	Year 9 (2023)	0
Year 5 (2019)	0	Year 10 (2024)	0

15. Project impact on the following job classifications (at full operations)\*:

	Managerial/ Executive	Professional	Clerical	Other (Identify)
Number of full-time employees	0	0	0	0
Number to be filled by relocated workers	0	0	0	0
Salary range	\$ - \$	\$ - \$	\$ - \$	\$ - \$

<b>Minimum hourly rate</b>	\$	\$	\$	\$
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\*All new and existing employees must meet specific wage requirements; refer to each entity's individual Tax Abatement Guidelines for full details.

- 16. **Average Annual Salary of Existing Jobs:** \$N/A
- 17. **Average Annual Salary including Projected New Jobs:** \$N/A
- 18. **Describe the investment in training/education for new, full-time jobs created and recruitment policies to include how the applicant will utilize Workforce Solutions Alamo.**  
N/A
- 19. **Describe the benefits package that will be offered to employees and their dependents.**  
N/A
- 20. **Is the company delinquent in the payment of ad valorem taxes to any taxing unit located in Bexar County?**  
 Yes  No If yes, explain:
- 21. **Has the applying company or any of its affiliates been cited, currently under investigation, or have litigation pending for any violations of federal, state, county and/or municipal laws, codes or ordinances?**  
 Yes  No If yes, indicate the nature/status of the violation(s):
- 22. **Has the company previously received an incentive from the County or City?**  Yes  No  
If yes, indicate the time period (MM/YY): /  
If yes, explain:  
If yes, is/was the company in compliance with all terms and conditions:  Yes  No
- 23. **Is any interest in this project presently held by an elected, appointed or employed member of any taxing entity?**  Yes  No
- 24. **Is any interest in this project presently held by a member of the Bexar County Commissioners Court or other County official or employee; or, a member of the San Antonio City Council or other City official or employee ?**  Yes  No  
If yes, explain:
- 25. **Describe any goodwill benefits and involvement that the applicant has previously provided and/or is committed to providing in the future to the Bexar County community.**

Alamo Manhattan has strong experience developing first-class projects in some of the finest urban neighborhoods in the United States. The firm will bring its experience in urbanism, sustainability, and low-impact design to the county's iconic River Walk. With high density, underground parking, beautiful aesthetic, and low-impact design features, the project will be exactly what the community and planners envision for the evolving River North corridor. The project will bring hundreds of permanent

residents to live in the urban core. Alamo Manhattan envisions having a prominent and enduring presence in the county and is committed to the growth, prosperity, and success of the community.

26. Provide an assessment of the project's environmental impact, and any remediation and/or compliance plan associated with the project, which would have the effect of minimizing the negative impact of the project on the environment.

All parking will be below grade or completely concealed from the street and river; any environmental contamination will be remediated; low-impact and sustainable design features will be incorporated.

**ATTACHMENTS**

- Information regarding the applicant company's description, including corporate structure, audited financial statement or prior year report, and organization chart identifying affiliates and subsidiaries.
- Financial Gap Analysis
- Metes and bounds, field notes and/or a site survey showing the location of existing and proposed improvements.
- City of San Antonio's Discretionary Contracts Disclosure form, which can be found at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Companies must submit non-refundable application fees with their respective applications based upon the following schedules. Non-refundable Application Fees are due upon company's receipt of an incentive letter. Projects that require an assignment or amendment are also required to pay an application fee of \$1,000.00 to each entity.

- County of Bexar: \$1,000.00
- City of San Antonio:

Number of Employees in the Applicant Firm	Fee
Minimum Fee	\$500
100-499	\$1,000
500+	\$1,500

**CERTIFICATION**

I understand and certify that I have read the County of Bexar's and the City of San Antonio's current Tax Abatement Guidelines which relate to the County of Bexar General Fund and the City of San Antonio General Fund ad valorem taxes. I am familiar with the provisions contained therein, and that the information provided in this application may become a part of an incentive agreement with the County of Bexar and/or City of San Antonio. I also certify that I am authorized to sign this application, that the information provided herein is true and correct, and that knowingly providing false information will result in voiding the application and termination of any incentive agreement.

Signature: Wade B. Johns Date (MM/DD/YY): 3 / 27 / 15

Printed Name: Wade B. Johns Title: Vice President

Company Name: Alamo Manhattan River Walk, LLC



**Mailing Address:** 2808 Fairmount St., Suite 200

**City:** Dallas **State:** TX **Zip:** 75201-

**Telephone:** (469) 941-4515 **Mobile:** (214) 300-1314  
wade.johns@alamomanhattan.com

**E-mail address:**

DRAFT

**EXHIBIT “F”**

**PARTNERSHIP’S AUTHORIZATION TO ENTER INTO TAX ABATEMENT**

DRAFT

WRITTEN CONSENT OF MANAGER  
OF  
AM RIVER WALK, LLC

as of September 17, 2015

The undersigned, Matthew Philip Segrest ("Segrest"), as Co-Manager of Alamo Manhattan Properties, LLC, a Texas limited liability company (the "Manager"), the manager of AM River Walk, LLC, a Texas limited liability company (the "Company"), does by the execution of this Written Consent of Manager (this "Consent") hereby consent to and approve in all respects the following resolutions.

RESOLUTIONS

IT IS RESOLVED THAT:

Segrest, as Co-Manager of Manager (an "Authorized Person") is hereby authorized, empowered and directed to (i) execute and deliver for and on behalf of the Company, without the necessity of joinder or attestation by any other members or partners (unless such joinder or attestation is required by law or otherwise): all documents and instruments as any such Authorized Person deems necessary or appropriate to permit the Company to comply with and consummate the transactions contemplated thereby; and (ii) take any and all action as such Authorized Person so acting deems necessary, with the execution and delivery of such other documents and instruments and the taking of such action to be conclusive evidence such Authorized Person did deem such execution and delivery, or such action to be necessary or appropriate.

Any action taken by Authorized Person, prior to the date hereof, to carry out the intent and accomplish the purposes of the foregoing resolutions, is hereby approved, adopted, ratified and confirmed in all respects as the act of Company.

Any action taken by Authorized Person on behalf of Company to date is hereby ratified, approved and adopted as an official act of Company.

Each such multiple counterpart of this Consent may be transmitted via facsimile or other similar electronic means and executed by one or more of the undersigned, and a facsimile of the signature of one or more of the undersigned shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original instrument.

[Signature Page Follows.]

WRITTEN CONSENT OF MANAGER

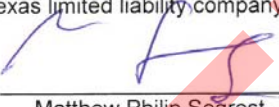
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Page 1

All actions heretofore taken by the foregoing parties in furtherance of the purpose state herein are ratified and confirmed.

**MANAGER:**

ALAMO MANHATTAN PROPERTIES, LLC,  
a Texas limited liability company

By:   
\_\_\_\_\_  
Matthew Philip Segrest,  
Co-Manager

DRAFT

WRITTEN CONSENT OF MANAGER

Signature Page