

HISTORIC AND DESIGN REVIEW COMMISSION

January 20, 2021

HDRC CASE NO: 2020-557
COMMON NAME: 914 N OLIVE ST
ADDRESS: 918 N OLIVE ST
LEGAL DESCRIPTION: NCB 531 BLK 13 W 218 FT OF N 94.9 FT OF 10 & W 218FT OF S3.2FT OF 9 ARB A10
ZONING: IDZ, H
CITY COUNCIL DIST.: 2
DISTRICT: Dignowity Hill Historic District
APPLICANT: Ricardo Turrubiates
OWNER: K/T TX HOLDINGS LLC
TYPE OF WORK: Construction of nine, 2-story residential structures
APPLICATION RECEIVED: December 11, 2020
60-DAY REVIEW: Not applicable due to City Council Emergency Orders
CASE MANAGER: Edward Hall
REQUEST:

The applicant is requesting conceptual approval to nine residential structures on the vacant lots addressed at 914 and 918 N Olive, located within the Dignowity Hill Historic District.

APPLICABLE CITATIONS:

Historic Design Guidelines, Chapter 4, Guidelines for New Construction

1. Building and Entrance Orientation

A. FAÇADE ORIENTATION

- i. Setbacks*—Align front facades of new buildings with front facades of adjacent buildings where a consistent setback has been established along the street frontage. Use the median setback of buildings along the street frontage where a variety of setbacks exist. Refer to UDC Article 3, Division 2. Base Zoning Districts for applicable setback requirements.
- ii. Orientation*—Orient the front façade of new buildings to be consistent with the predominant orientation of historic buildings along the street frontage.

B. ENTRANCES

- i. Orientation*—Orient primary building entrances, porches, and landings to be consistent with those historically found along the street frontage. Typically, historic building entrances are oriented towards the primary street.

2. Building Massing and Form

A. SCALE AND MASS

- i. Similar height and scale*—Design new construction so that its height and overall scale are consistent with nearby historic buildings. In residential districts, the height and scale of new construction should not exceed that of the majority of historic buildings by more than one-story. In commercial districts, building height shall conform to the established pattern. If there is no more than a 50% variation in the scale of buildings on the adjacent block faces, then the height of the new building shall not exceed the tallest building on the adjacent block face by more than 10%.
- ii. Transitions*—Utilize step-downs in building height, wall-plane offsets, and other variations in building massing to provide a visual transition when the height of new construction exceeds that of adjacent historic buildings by more than one-half story.
- iii. Foundation and floor heights*—Align foundation and floor-to-floor heights (including porches and balconies) within one foot of floor-to-floor heights on adjacent historic structures.

B. ROOF FORM

- i. Similar roof forms*—Incorporate roof forms—pitch, overhangs, and orientation—that are consistent with those

predominantly found on the block. Roof forms on residential building types are typically sloped, while roof forms on nonresidential

building types are more typically flat and screened by an ornamental parapet wall.

ii. Façade configuration—The primary façade of new commercial buildings should be in keeping with established patterns. Maintaining horizontal elements within adjacent cap, middle, and base precedents will establish a consistent street wall through the alignment of horizontal parts. Avoid blank walls, particularly on elevations visible from the street. No new façade should exceed 40 linear feet without being penetrated by windows, entryways, or other defined bays.

D. LOT COVERAGE

i. Building to lot ratio—New construction should be consistent with adjacent historic buildings in terms of the building to lot ratio. Limit the building footprint for new construction to no more than 50 percent of the total lot area, unless adjacent historic buildings establish a precedent with a greater building to lot ratio.

3. Materials and Textures

A. NEW MATERIALS

i. Complementary materials—Use materials that complement the type, color, and texture of materials traditionally found in the district. Materials should not be so dissimilar as to distract from the historic interpretation of the district. For example, corrugated metal siding would not be appropriate for a new structure in a district comprised of homes with wood siding.

ii. Alternative use of traditional materials—Consider using traditional materials, such as wood siding, in a new way to provide visual interest in new construction while still ensuring compatibility.

iii. Roof materials—Select roof materials that are similar in terms of form, color, and texture to traditionally used in the district.

iv. Metal roofs—Construct new metal roofs in a similar fashion as historic metal roofs. Refer to the Guidelines for Alterations and Maintenance section for additional specifications regarding metal roofs.

v. Imitation or synthetic materials—Do not use vinyl siding, plastic, or corrugated metal sheeting. Contemporary materials not traditionally used in the district, such as brick or simulated stone veneer and Hardie Board or other fiberboard siding, may be appropriate for new construction in some locations as long as new materials are visually similar to the traditional material in dimension, finish, and texture. EIFS is not recommended as a substitute for actual stucco.

4. Architectural Details

A. GENERAL

i. Historic context—Design new buildings to reflect their time while respecting the historic context. While new construction should not attempt to mirror or replicate historic features, new structures should not be so dissimilar as to distract from or diminish the historic interpretation of the district.

ii. Architectural details—Incorporate architectural details that are in keeping with the predominant architectural style along the block face or within the district when one exists. Details should be simple in design and should complement, but not visually compete with, the character of the adjacent historic structures or other historic structures within the district. Architectural details that are more ornate or elaborate than those found within the district are inappropriate.

iii. Contemporary interpretations—Consider integrating contemporary interpretations of traditional designs and details for new construction. Use of contemporary window moldings and door surroundings, for example, can provide visual interest while helping to convey the fact that the structure is new. Modern materials should be implemented in a way that does not distract from the historic structure.

5. Garages and Outbuildings

A. DESIGN AND CHARACTER

v. Garage doors—Incorporate garage doors with similar proportions and materials as those traditionally found in the district.

6. Mechanical Equipment and Roof Appurtenances

A. LOCATION AND SITING

- i. Visibility*—Do not locate utility boxes, air conditioners, rooftop mechanical equipment, skylights, satellite dishes, and other roof appurtenances on primary facades, front-facing roof slopes, in front yards, or in other locations that are clearly visible from the public right-of-way.
- ii. Service Areas*—Locate service areas towards the rear of the site to minimize visibility from the public right-of-way.

B. SCREENING

- i. Building-mounted equipment*—Paint devices mounted on secondary facades and other exposed hardware, frames, and piping to match the color scheme of the primary structure or screen them with landscaping.
 - ii. Freestanding equipment*—Screen service areas, air conditioning units, and other mechanical equipment from public view using a fence, hedge, or other enclosure.
 - iii. Roof-mounted equipment*—Screen and set back devices mounted on the roof to avoid view from public right-of-way.
- Historic Design Guidelines, Chapter 5, Guidelines for Site Elements

B. NEW FENCES AND WALLS

- i. Design*—New fences and walls should appear similar to those used historically within the district in terms of their scale, transparency, and character. Design of fence should respond to the design and materials of the house or main structure.
- ii. Location*—Avoid installing a fence or wall in a location where one did not historically exist, particularly within the front yard. The appropriateness of a front yard fence or wall is dependent on conditions within a specific historic district. New front yard fences or wall should not be introduced within historic districts that have not historically had them.
- iii. Height*—Limit the height of new fences and walls within the front yard to a maximum of four feet. The appropriateness of a front yard fence is dependent on conditions within a specific historic district. New front yard fences should not be introduced within historic districts that have not historically had them. If a taller fence or wall existed historically, additional height may be considered. The height of a new retaining wall should not exceed the height of the slope it retains.
- iv. Prohibited materials*—Do not use exposed concrete masonry units (CMU), Keystone or similar interlocking retaining wall systems, concrete block, vinyl fencing, or chain link fencing.
- v. Appropriate materials*—Construct new fences or walls of materials similar to fence materials historically used in the district. Select materials that are similar in scale, texture, color, and form as those historically used in the district, and that are compatible with the main structure. Screening incompatible uses—Review alternative fence heights and materials for appropriateness where residential properties are adjacent to commercial or other potentially incompatible uses.

3. Landscape Design

A. PLANTINGS

- i. Historic Gardens*—Maintain front yard gardens when appropriate within a specific historic district.
- ii. Historic Lawns*—Do not fully remove and replace traditional lawn areas with impervious hardscape. Limit the removal of lawn areas to mulched planting beds or pervious hardscapes in locations where they would historically be found, such as along fences, walkways, or drives. Low-growing plantings should be used in historic lawn areas; invasive or large-scale species should be avoided. Historic lawn areas should never be reduced by more than 50%.
- iii. Native xeric plant materials*—Select native and/or xeric plants that thrive in local conditions and reduce watering usage. See UDC Appendix E: San Antonio Recommended Plant List—All Suited to Xeriscape Planting Methods, for a list of appropriate materials and planting methods. Select plant materials with a similar character, growth habit, and light requirements as those being replaced.
- iv. Plant palettes*—If a varied plant palette is used, incorporate species of taller heights, such informal elements should be restrained to small areas of the front yard or to the rear or side yard so as not to obstruct views of or otherwise distract from the historic structure.

v. *Maintenance*—Maintain existing landscape features. Do not introduce landscape elements that will obscure the historic structure or are located as to retain moisture on walls or foundations (e.g., dense foundation plantings or vines) or as to cause damage.

B. ROCKS OR HARDSCAPE

i. *Impervious surfaces* —Do not introduce large pavers, asphalt, or other impervious surfaces where they were not historically located.

ii. *Pervious and semi-pervious surfaces*—New pervious hardscapes should be limited to areas that are not highly visible, and should not be used as wholesale replacement for plantings. If used, small plantings should be incorporated into the design.

iii. *Rock mulch and gravel* - Do not use rock mulch or gravel as a wholesale replacement for lawn area. If used, plantings should be incorporated into the design.

D. TREES

i. *Preservation*—Preserve and protect from damage existing mature trees and heritage trees. See UDC Section 35-523 (Tree Preservation) for specific requirements.

ii. *New Trees* – Select new trees based on site conditions. Avoid planting new trees in locations that could potentially cause damage to a historic structure or other historic elements. Species selection and planting procedure should be done in accordance with guidance from the City Arborist.

5. Sidewalks, Walkways, Driveways, and Curbing

A. SIDEWALKS AND WALKWAYS

i. *Maintenance*—Repair minor cracking, settling, or jamming along sidewalks to prevent uneven surfaces. Retain and repair historic sidewalk and walkway paving materials—often brick or concrete—in place.

ii. *Replacement materials*—Replace those portions of sidewalks or walkways that are deteriorated beyond repair. Every effort should be made to match existing sidewalk color and material.

iii. *Width and alignment*—Follow the historic alignment, configuration, and width of sidewalks and walkways. Alter the historic width or alignment only where absolutely necessary to accommodate the preservation of a significant tree.

iv. *Stamped concrete*—Preserve stamped street names, business insignias, or other historic elements of sidewalks and walkways when replacement is necessary.

v. *ADA compliance*—Limit removal of historic sidewalk materials to the immediate intersection when ramps are added to address ADA requirements.

B. DRIVEWAYS

i. *Driveway configuration*—Retain and repair in place historic driveway configurations, such as ribbon drives.

Incorporate a similar driveway configuration—materials, width, and design—to that historically found on the site. Historic driveways are typically no wider than 10 feet. Pervious paving surfaces may be considered where replacement is necessary to increase stormwater infiltration.

ii. *Curb cuts and ramps*—Maintain the width and configuration of original curb cuts when replacing historic driveways. Avoid introducing new curb cuts where not historically found.

7. Off-Street Parking

A. LOCATION

i. *Preferred location*—Place parking areas for non-residential and mixed-use structures at the rear of the site, behind primary structures to hide them from the public right-of-way. On corner lots, place parking areas behind the primary structure and set them back as far as possible from the side streets. Parking areas to the side of the primary structure are acceptable when location behind the structure is not feasible. See UDC Section 35-310 for district-specific standards.

ii. *Front*—Do not add off-street parking areas within the front yard setback as to not disrupt the continuity of the streetscape.

iii. *Access*—Design off-street parking areas to be accessed from alleys or secondary streets rather than from principal

streets whenever possible.

B. DESIGN

i. *Screening*—Screen off-street parking areas with a landscape buffer, wall, or ornamental fence two to four feet high—or a combination of these methods. Landscape buffers are preferred due to their ability to absorb carbon dioxide. See UDC Section 35-510 for buffer requirements.

ii. *Materials*—Use permeable parking surfaces when possible to reduce run-off and flooding. See UDC Section 35-526(j) for specific standards.

iii. *Parking structures*—Design new parking structures to be similar in scale, materials, and rhythm of the surrounding historic district when new parking structures are necessary.

Standard Specifications for Windows in Additions and New Construction

Consistent with the Historic Design Guidelines, the following recommendations are made for windows to be used in new construction:

- **GENERAL:** Windows used in new construction should be similar in appearance to those commonly found within the district in terms of size, profile, and configuration. While no material is expressly prohibited by the Historic Design Guidelines, a high quality wood or aluminum-clad wood window product often meets the Guidelines with the stipulations listed below.
- **SIZE:** Windows should feature traditional dimensions and proportions as found within the district.
- **SASH:** Meeting rails must be no taller than 1.25". Stiles must be no wider than 2.25". Top and bottom sashes must be equal in size unless otherwise approved.
- **DEPTH:** There should be a minimum of 2" in depth between the front face of the window trim and the front face of the top window sash. This must be accomplished by recessing the window sufficiently within the opening or with the installation of additional window trim to add thickness. All windows should be supplied in a block frame and exclude nailing fins which limit the ability to sufficiently recess the windows.
- **TRIM:** Window trim must feature traditional dimensions and architecturally appropriate casing and sloped sill detail.
- **GLAZING:** Windows should feature clear glass. Low-e or reflective coatings are not recommended for replacements. The glazing should not feature faux divided lights with an interior grille. If approved to match a historic window configuration, the window should feature true, exterior muntins.
- **COLOR:** Wood windows should feature a painted finish. If a clad or non-wood product is approved, white or metallic manufacturer's color is not allowed and color selection must be presented to staff.

FINDINGS:

- a. The applicant is requesting conceptual approval to nine residential structures on the vacant lots addressed at 914 and 918 N Olive, located within the Dignowity Hill Historic District.
- b. **CONCEPTUAL APPROVAL** – Conceptual approval is the review of general design ideas and principles (such as scale and setback). Specific design details reviewed at this stage are not binding and may only be approved through a Certificate of Appropriateness for final approval.
- c. **CONTEXT & DEVELOPMENT PATTERN** – This block on N Olive currently features four historic structures that feature an orientation toward N Olive; two of which feature 1 story in height and two of which feature 2 stories in height. This lot is adjacent to recently approved new construction and lots with historic structures on the east side of the lot. To the north and south are lots that feature one primary residential structure. The historic development pattern of this block is one primary structure with occasional accessory structures.
- d. **DESIGN REVIEW COMMITTEE** – This request was reviewed by the Design Review Committee on January 5, 2021. At that meeting, committee members voiced concerns regarding the proposed setbacks on N Olive, the proposed site plan, lot coverage as a whole, lot coverage for individually platted lots, and the lack of context (regarding previously approved new construction).
- e. **SETBACKS** – The applicant has proposed setbacks that are similar to the house at 910 N Olive. The Guidelines recommend that, in instances where front yard setbacks of historic houses are varied on a block face, new construction should feature a front yard setback that is the median of houses on the block face. Staff finds that

the setbacks for all three structures front N Olive should be increased to either the median setback found on the block face, or increased for the northernmost building to align with the house at 928 N Olive.

- f. **SCALE & MASS** – Per the Guidelines for New Construction 2.A.i., a height and massing similar to historic structures in the vicinity of the proposed new construction should be used. In residential districts, the height and scale of new construction should not exceed that of the majority of historic buildings by more than one-story. Generally, the proposal to construct two story structures fronting N Olive is consistent with the Guidelines; however, within historic districts, the historic development pattern features rear structures with massing that is subordinate to that of the primary structure at the street. Staff finds the overall massing to be inconsistent with the Guidelines in regards to height and building footprint. Additionally, staff finds that the applicant should submit a street elevation and site section noting the proposed heights of new construction in relationship to existing, historic structures.
- g. **ENTRANCES** – According to the Guidelines for New Construction 1.B.i., primary building entrances should be oriented towards the primary street. The applicant has proposed to orient the new construction toward N Olive. This is consistent with the Guidelines.
- h. **FOUNDATION & FLOOR HEIGHTS** – According to the Guidelines for New Construction 2.A.iii., foundation and floor heights should be aligned within one (1) foot of neighboring structure's foundation and floor heights. Historic structures on this block feature foundation height of approximately two to three feet in height. The applicant has not specified foundation heights at this time. Staff finds that foundation heights should be consistent with the Guidelines throughout the proposed development.
- i. **ROOF FORMS** – The applicant has proposed a number of roof forms that include hipped roofs, front and side facing gabled roofs and shed roofs. Given the proposed density, staff finds that roof elements that reduce the massing of the proposed new construction should be used.
- j. **MATERIALS** – The applicant has proposed materials that include standing seam metal roofs, wood siding, brick porch columns, and composition shingles. Staff finds that the proposed standing seam metal roofs should feature panels that are 18 to 21 inches wide, seams that are 1 to 2 inches in height, a crimped ridge seam or a low profile ridge cap and a standard galvalume finish. If a ridge cap is proposed, it must be submitted for review and approval. If wood siding is used, profiles that are consistent with those found historically within the district should be used. If composite siding is used, it should feature smooth finishes, mitered corners and a thickness of $\frac{3}{4}$ of an inch. Composite siding installed as lap siding should feature a four inch exposure. Composite siding installed in a board and batten profile should feature boards that are twelve inches wide and battens that are 1 to 1.5 inches wide.
- k. **WINDOW MATERIALS** – The applicant has not specified a window product at this time. Staff finds that wood or aluminum clad wood windows that are consistent with staff standard specifications are to be installed.
- l. **WINDOW & DOOR OPENINGS** – The Guidelines for New Construction note that window and door openings should be comparable to those found historically within the district. The applicant has proposed window openings on front facades that feature contemporary sizes and profiles. Additionally, the applicant has proposed fenestration profiles that result in large expanses of walls that are void of fenestration and separation. Staff does not find the proposed window and door openings to be consistent with the Guidelines.
- m. **ARCHITECTURAL DETAILS** – As noted in the findings above, staff finds that the overall massing, footprints, setbacks, and window and door openings should be amended to be consistent with the Guidelines. Additionally, staff finds that roof forms should be modified as noted in finding i.
- n. **PARKING** – The applicant has proposed a number of parking configurations, including parking within the footprint of a primary structure. This is atypical for the parking configurations found historically within the district. These parking configurations are found on the front façade of the proposed new construction, facing the primary street. Staff finds front loaded parking within the footprint of the primary residential structure to be inconsistent with the Guidelines. Parking that is proposed within detached carports is appropriate and consistent with the Guidelines.
- o. **DRIVEWAYS** – The applicant has proposed automobile traffic to enter the site from a common drive that is to feature twenty (20) feet in width. Additional permeable roadways are proposed to give individual access to parking areas. While alleys are often found mid-block within the Dignowity Hill Historic District, a common drive of this width on this block with additional 18-foot driveways is inconsistent with the historic development pattern and introduces the appearance of a new street grid. Generally, the proposed alley and driveways should be reduced to the minimum width as required by code. The Guidelines normally recommend a 10-foot wide driveway for residential properties.

- p. FRONT WALKWAY – The applicant has proposed front walkways to connect the front porch of each structure to the sidewalk parallel to N Olive Street. Staff finds the proposed walkways to be appropriate and consistent with the Guidelines.
- q. MECHANICAL EQUIPMENT – The applicant has not noted the location of mechanical equipment at this time. Staff finds that all mechanical equipment should be screened from view from the right of way.
- r. LANDSCAPING – The applicant has submitted a site plan noting landscaping features. Generally, staff finds the proposed landscaping plan to be appropriate.

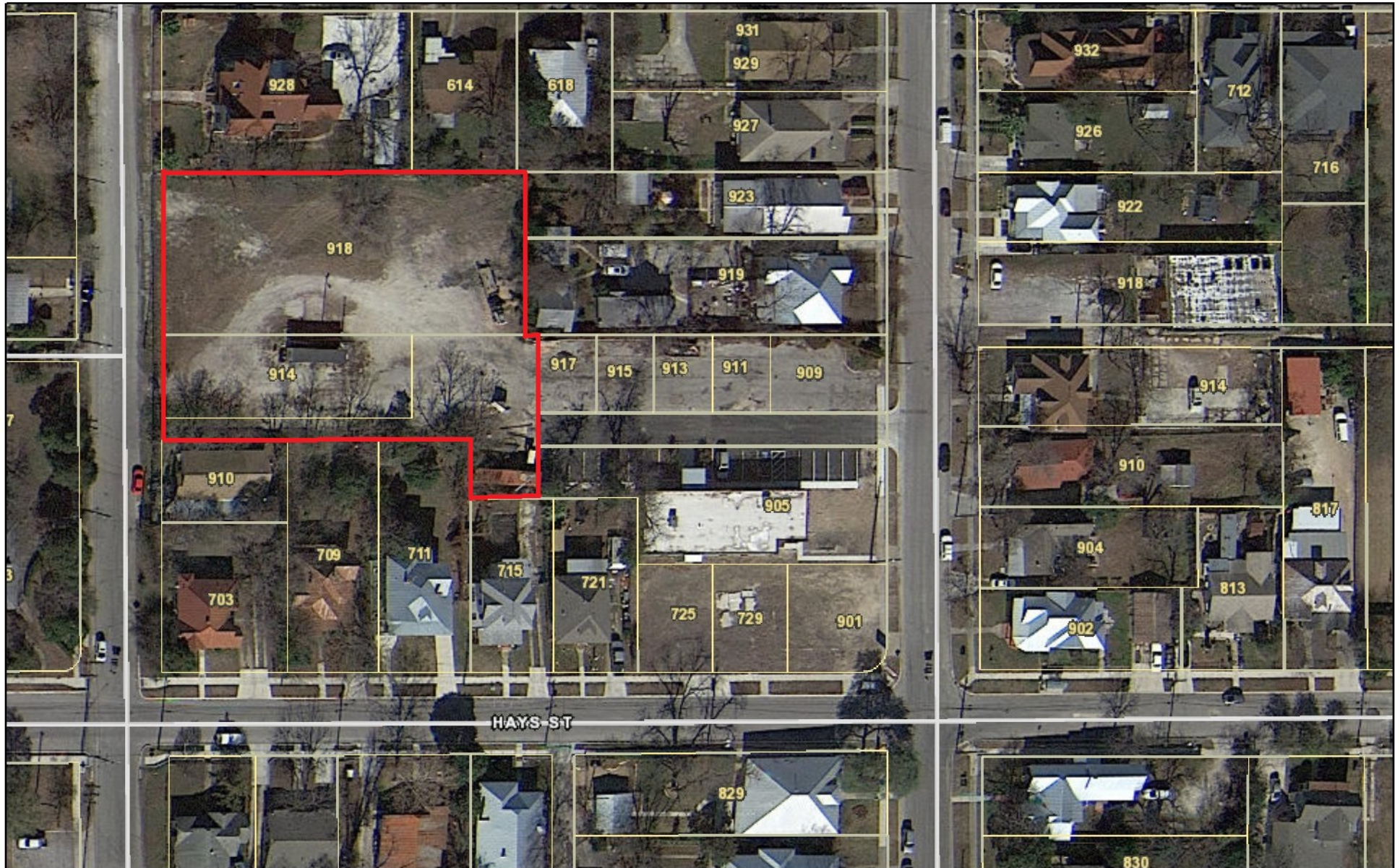
RECOMMENDATION:

Staff does not recommend conceptual approval based on findings a through r. The overall project is inconsistent with the historic development pattern of the Dignowity Hill Historic District. The building massing, number of structures, and arrangement of driveways must be revised for consistency with the Historic Design Guidelines. At a minimum, staff recommends that the applicant address the following items prior to receiving a recommendation for conceptual approval:

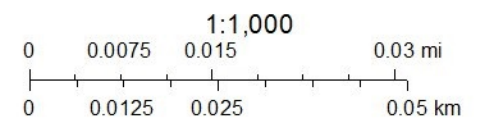
- i. That the applicant increase setbacks for each structure fronting N Olive to meet the median front yard setback of the block face or increase the setback for the northernmost house to align with the historic home at 928 N Olive.
- ii. That the applicant decrease massing on site to develop as noted in finding f. A reduction in building footprint, elimination of proposed buildings, or lowering of height to single story for some structures would be more appropriate.
- iii. That proposed alley and driveways be reduced to the minimum width as required by code; because the Guideline normally recommend a 10-foot driveway, the applicant must demonstrate that every attempt to conform has been made.
- iv. That the overall building elevations be revised for consistency with the historic design guidelines, in particular with relationship of solids to voids. Fenestration patterns, window sizes, and types should be consistent with the historic Design Guidelines. For example, the proposed duplex plan currently features a large area on the front façade that is void of fenestration or any architectural detail and must be revised.

Once the plan has been sufficiently revised to receive conceptual approval, staff will provide further recommendation regarding architectural design of individual units including foundation heights, roof forms, materials, window specifications, and architectural details.

City of San Antonio One Stop



January 15, 2021





CITY OF SAN ANTONIO
**OFFICE OF HISTORIC
PRESERVATION**

Historic and Design Review Commission
Design Review Committee Report

DATE: January 5, 2021

HDRC Case #: 2020-557

Address: 918 N Olive

Meeting Location: WebEx

APPLICANT: Ricard Turrubiates/Terramark

DRC Members present: Jeff Fetzer, Anne-Marie Grube, Andi Rodriguez (Centro)

Staff Present: Edward Hall

Others present:

REQUEST:

Construction of nine residential structures in the Dignowity Hill Historic District

COMMENTS/CONCERNS:

RT: Overview of site and proposed new construction.

JF: Questions regarding the number of units in relationship to the replat/IDZ zoning/CCDO agreement. Will units be individually platted? (Yes, per RT).

JF: Questions regarding front setbacks (on Olive) and setbacks between lots. (RT: N Olive setbacks are 10 feet from property line; property line is at sidewalk).

AMG: Setbacks on N Olive should be increased.

JF: Concerned about lack of setback depth on N Olive.

AMG: Would like for previous agreement with CCDO to be included in application documents.

AMG: Include additional context (previously approved structures) in the overall site plan.

AMG: Provide information regarding massing and height. Primary concerns at this time with the site plan. The site plan is busy and would like to see comments from the neighborhood.

AMG: Integrated carports aren't found historically within the district.

AMG: Provide a street elevation showing the proposed heights in relationship with the heights of the historic structures.

JF: Concerns regarding overall lot coverage (of individually platted lots) and entire site along with previously approved and constructed structures.

OVERALL COMMENTS:

Olive Court

Requesting **Conceptual Design Approval** of twelve residential homes located within the **Historic Dignowity Hill District**.

The proposed project will be constructed on an existing lot located to the left of Terramark Office Building fronting N. Olive Street.

Zoned:

IDZ with uses permitted for single family homes, Live/Work units, and uses permitted in “NC” **Neighborhood Commercial District**.
(#201608040565)

Olive Court



N. Olive Street

HDRC Presentation - Conceptual Approval

Terramark Urban Homes

01.14.21

Olive Court

 PROPOSED PROJECT  SURROUNDING HDRC APPROVED
MEDIUM DENSITY RESIDENTIAL PROJECTS



ARIEL VIEW FROM SOUTHWEST

Olive Court

 PROPOSED PROJECT



NORTH - N. OLIVE ST. (FACING EAST)



903 N. OLIVE
2 STORY



928 N. OLIVE
2 STORY



927 N. OLIVE
1 STORY



910 N. OLIVE
1 STORY



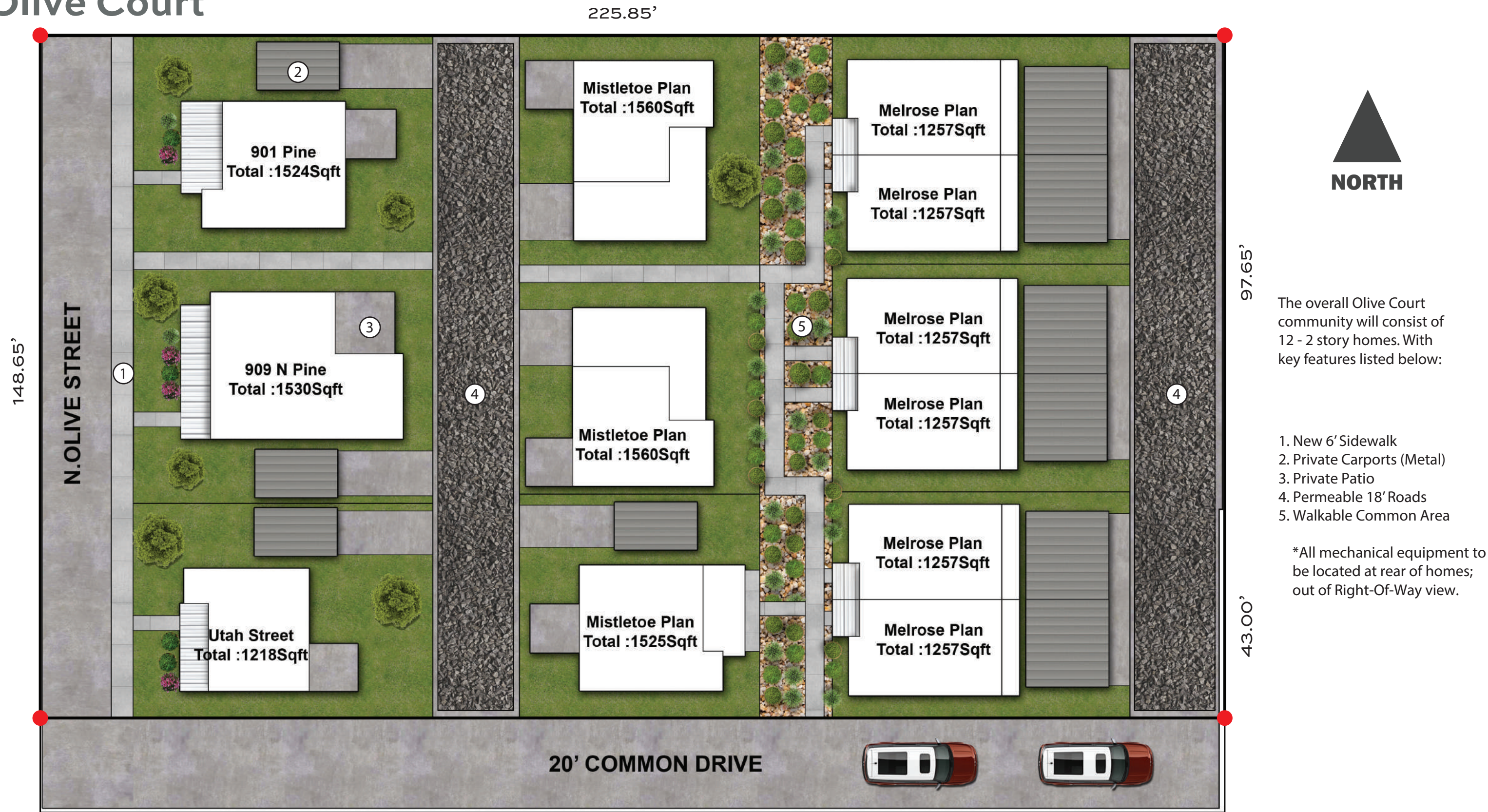
703 HAYS ST.
1 STORY

NORTH - N. OLIVE ST. (FACING WEST)



STREETSCAPE - N. OLIVE ST. 900 BLOCK

Olive Court



PRELIMINARY SITE/LANDSCAPING PLAN

Olive Court



STREETSCAPE

Olive Court



COMMON WALK & OPEN SPACE

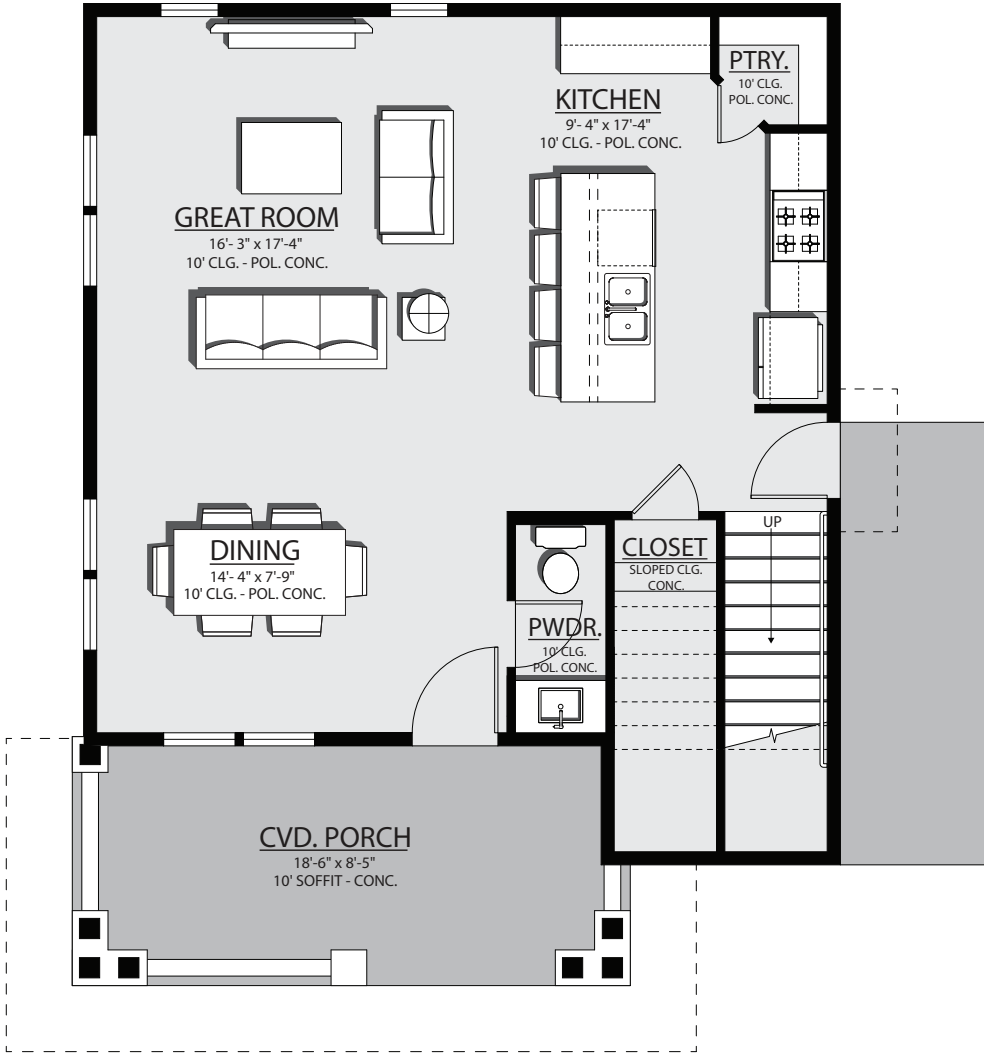
Olive Court



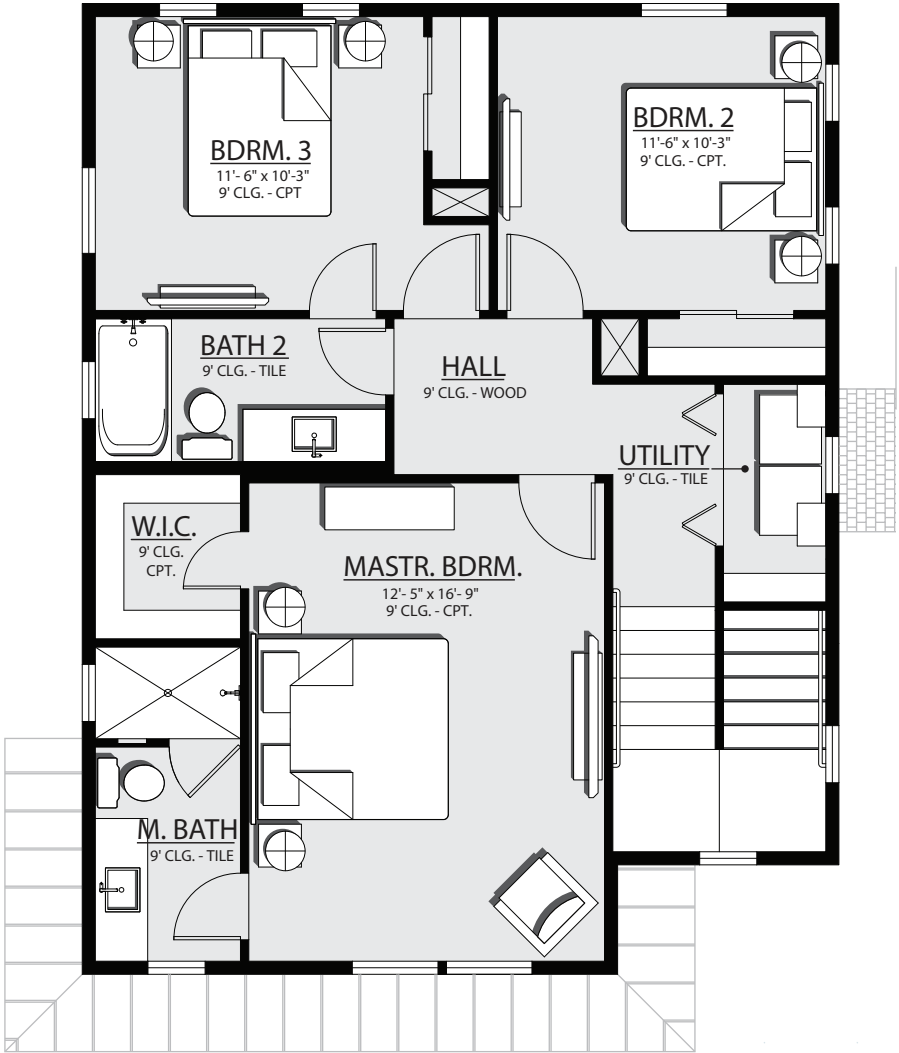
COMMON WALK & OPEN SPACE

Olive Court

Floor 1
724 s.f.



Floor 2
800 s.f.



Front Elevation

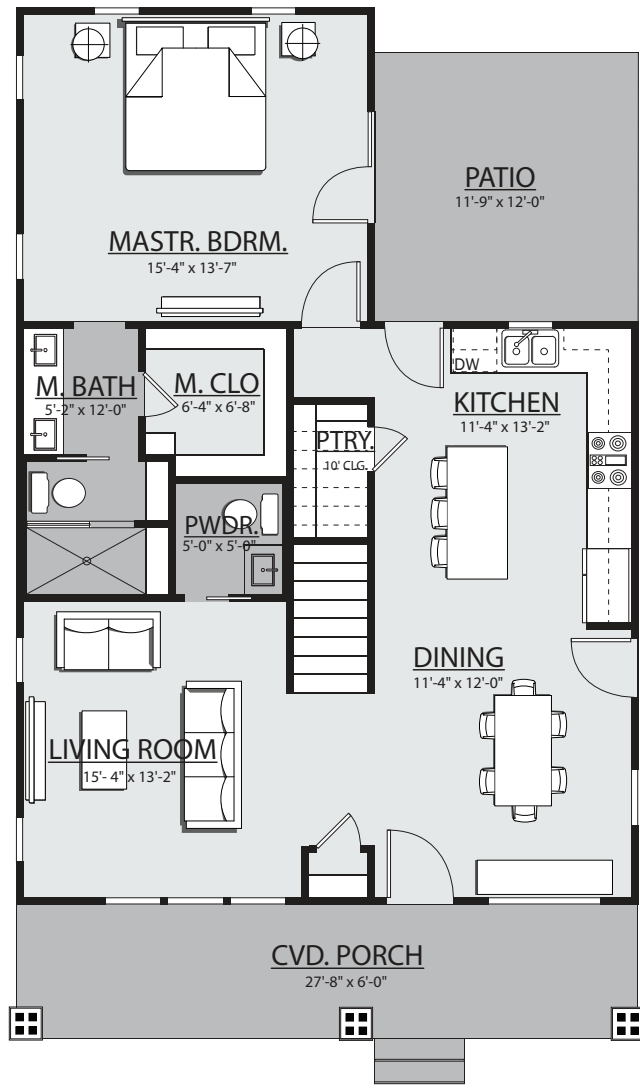


- Appropriate Foundation Height per the Guidelines
- Roof forms to be consistent per the Guidelines
- Windows to be recessed per the Guidelines
- Materials to be consistent with Guidelines
- Total Height of Building: 29'-0"

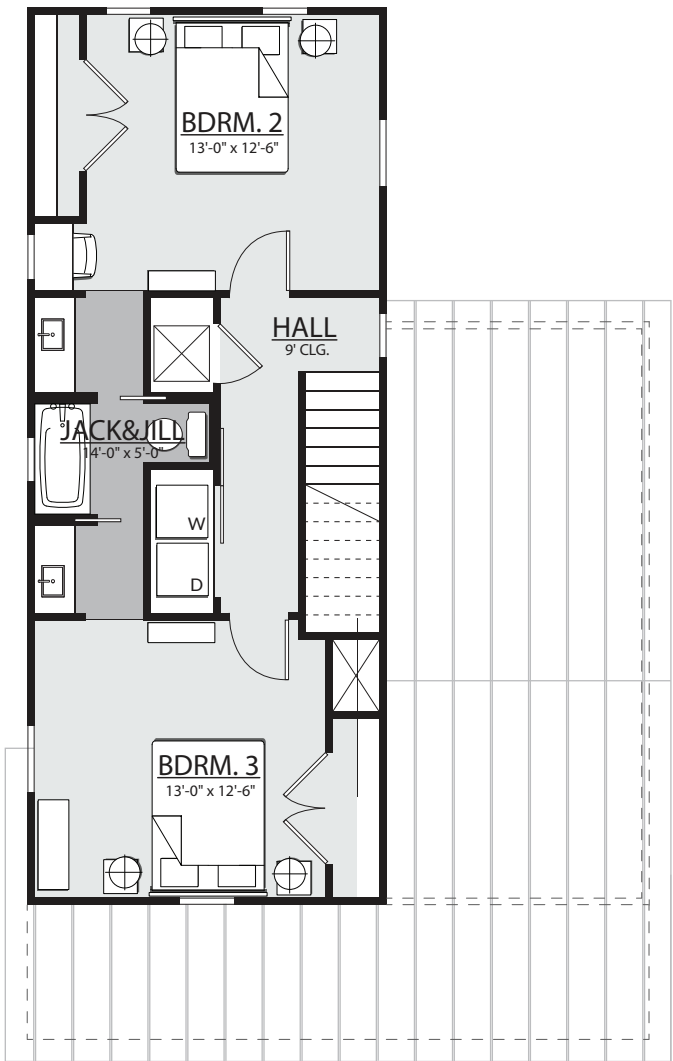
PLAN (1524 S.F. - 3/2.5)

Olive Court

Floor 1
945 s.f.



Floor 2
585 s.f.



Front Elevation

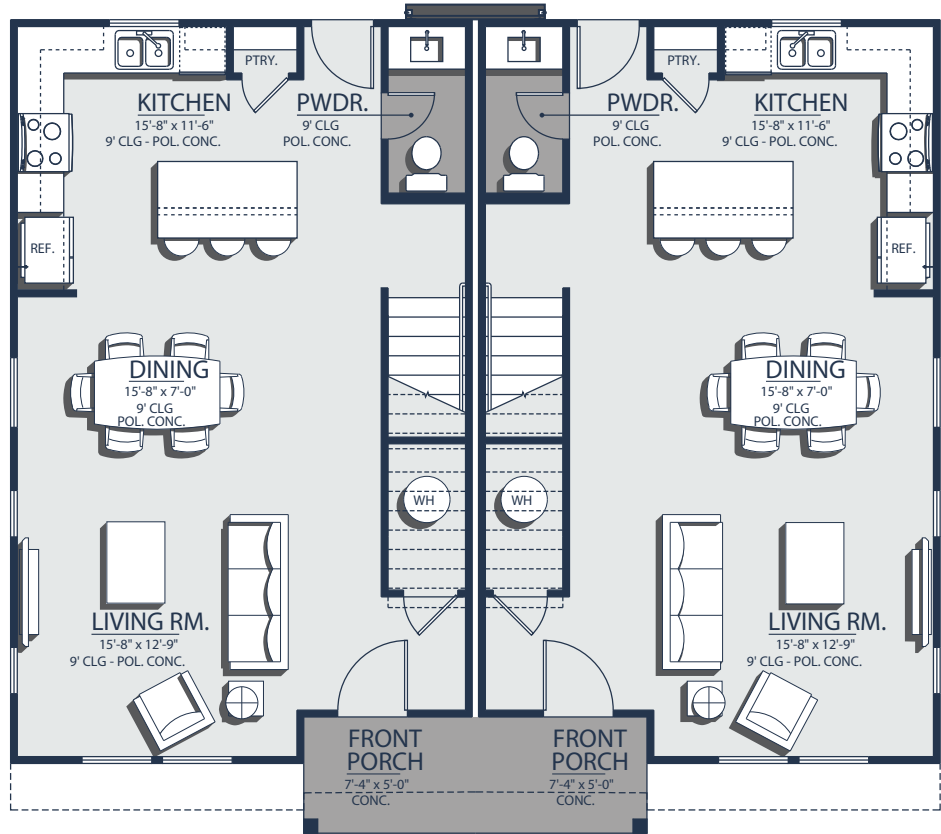


- Appropriate Foundation Height per the Guidelines
- Roof forms to be consistent per the Guidelines
- Windows to be recessed per the Guidelines
- Materials to be consistent with Guidelines
- Total Height of Building: 24'-6"

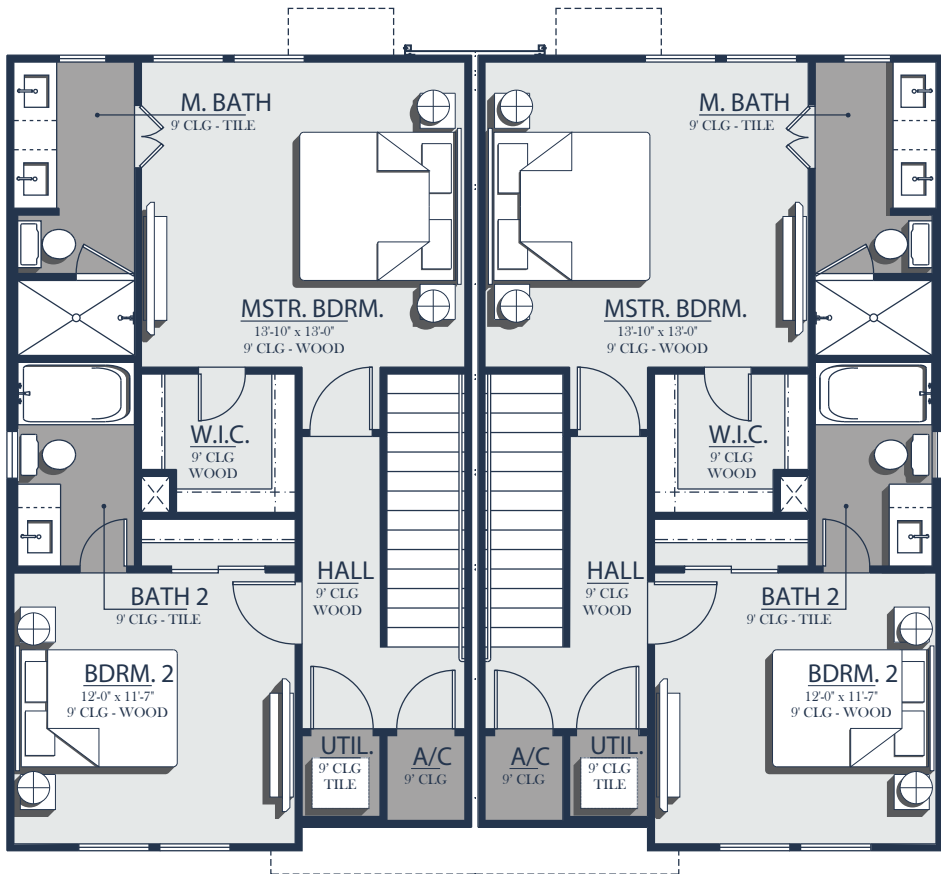
PLAN (1530 S.F. - 3/2.5)

Olive Court

Floor 1
627 s.f.



Floor 2
630 s.f.



Front Elevation



- Appropriate Foundation Height per the Guidelines
- Roof forms to be consistent per the Guidelines
- Windows to be recessed per the Guidelines
- Materials to be consistent with Guidelines
- Total Height of Building: 24'-4"

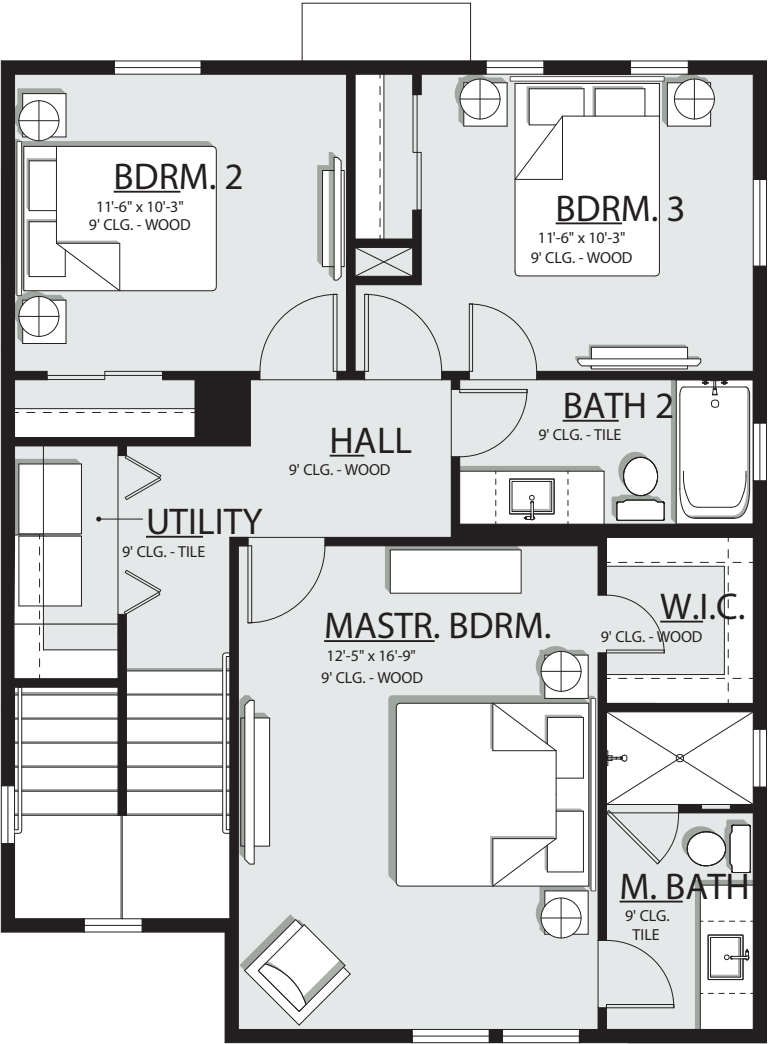
PLAN (1257 S.F. - 2/2.5)

Olive Court

Floor 1
724 s.f.



Floor 2
802 s.f.



Front Elevation

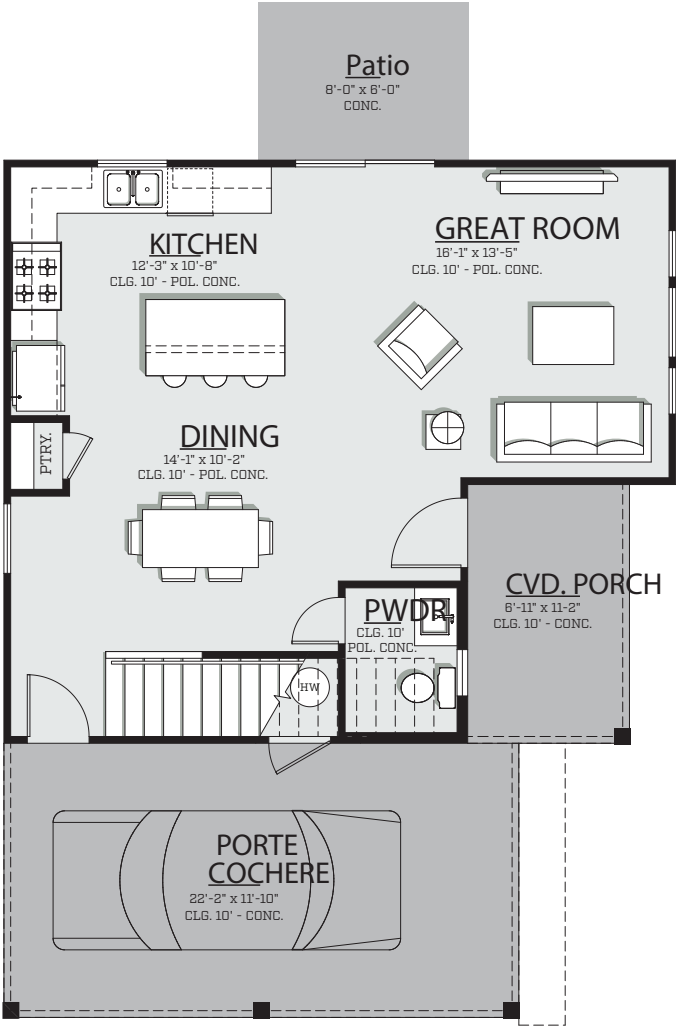


- Appropriate Foundation Height per the Guidelines
- Roof forms to be consistent per the Guidelines
- Windows to be recessed per the Guidelines
- Materials to be consistent with Guidelines
- Total Height of Building: 28'-0"

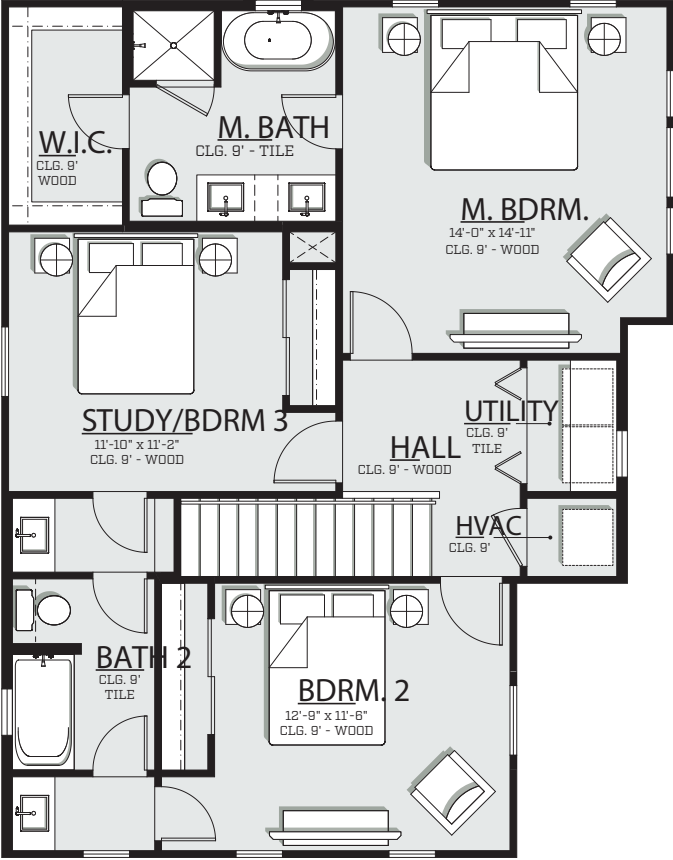
PLAN (1526 S.F. - 3/2.5)

Olive Court

Floor 1
629 s.f.



Floor 2
931 s.f.



Front Elevation

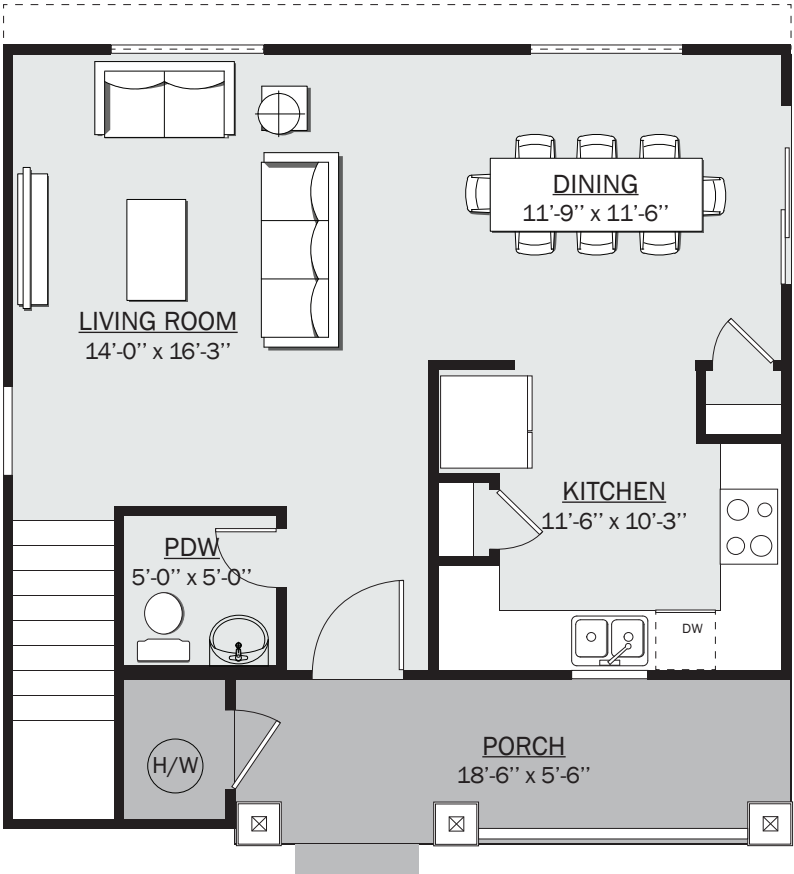


- Appropriate Foundation Height per the Guidelines
- Roof forms to be consistent per the Guidelines
- Windows to be recessed per the Guidelines
- Materials to be consistent with Guidelines (Composite
- Total Height of Building: 28'-8"

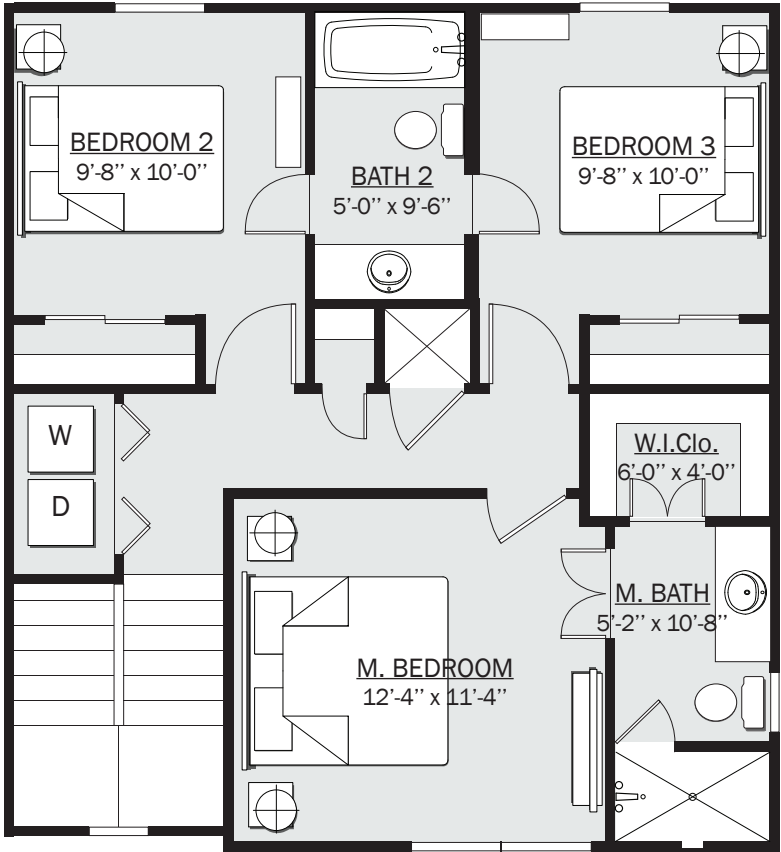
PLAN (1560 S.F. - 3/2.5)

Olive Court

Floor 1
563 s.f.



Floor 2
665 s.f.



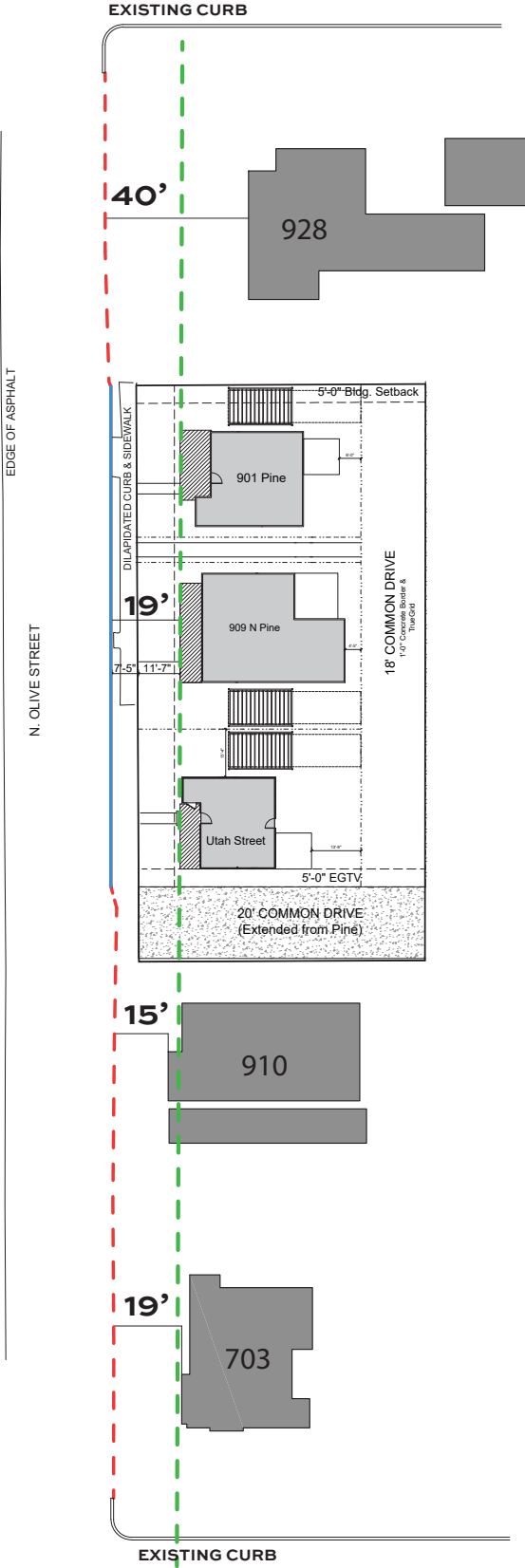
Front Elevation



- Appropriate Foundation Height per the Guidelines
- Roof forms to be consistent per the Guidelines
- Windows to be recessed per the Guidelines
- Materials to be consistent with Guidelines
- Total Height of Building: 26'-0"

PLAN (1218 S.F. - 3/2.5)

Olive Court



ADDRESS	SETBACK FROM CURB
928	40'
910	15'
703	19'
AVERAGE	25'

TYPE	LINE
NON EXIST CURB	---
NEW CURB	---
NEW SETB.	---

*REQUESTING NEW SET BACK TO BE 19' FROM CURB - RULING OUT THE HIGH OF 40' AND THE LOW OF 15' MATCHING THE MEDIAN OF 19'

Guidelines

A. FAÇADE ORIENTATION

i. Setbacks—Align front facades of new buildings with front facades of adjacent buildings where a consistent setback has been established along the street frontage. Use the median setback of buildings along the street frontage where a variety of setbacks exist. Refer to UDC Article 3, Division 2. Base Zoning Districts for applicable setback requirements.

New Construction - Office of Historice Preservation Handbook
City of San Antonio Historic Deisgn Guidelines - pg. 6

SETBACK EXHIBIT

Olive Court



Guidelines

A. SCALE AND MASS

i. *Similar height and scale*—Design new construction so that its height and overall scale are consistent with nearby historic buildings. In residential districts, the height and scale of new construction should not exceed that of the majority of historic buildings by more than one-story. In commercial districts, building height shall conform to the established pattern. If there is no more than a 50% variation in the scale of buildings on the adjacent block faces, then the height of the new building shall not exceed the tallest building on the adjacent block face by more than 10%.

New Construction - Office of Historice Preservation Handbook
City of San Antonio Historic Deisgn Guidelines - pg. 4

RESIDENTIAL HEIGHT EXHIBIT

Olive Court



MODEL	SQUARE FOOTAGE	LOT SQ. FOOTAGE	LOT COVERAGE
1.	781 SQ. FT.	2,733 SQ. FT.	28.5 %
2.	1362 SQ. FT.	2,900 SQ. FT.	47.0 %
3.	984 SQ. FT.	2,660 SQ. FT.	37.0 %
4-5.	1134(2) SQ. FT.	2,240 (2) SQ. FT.	50.0 %
6.	980 SQ. FT.	2,265 SQ. FT.	43.3 %
7.	1257 SQ. FT.	1,536 SQ. FT.	40.4 %
8.	1257 SQ. FT.	1,386 SQ. FT.	44.8 %
9.	1257 SQ. FT.	1,387 SQ. FT.	44.8 %
10.	1257 SQ. FT.	1,392 SQ. FT.	44.6 %
11.	1257 SQ. FT.	1,411 SQ. FT.	44.2 %
12.	1257 SQ. FT.	1,526 SQ. FT.	40.7 %

Per Guidelines Lot Coverage cannot exceed 50%

D. LOT COVERAGE

- i. **Building to lot ratio**— New construction should be consistent with adjacent historic buildings in terms of the building to lot ratio. Limit the building footprint for new construction to no more than 50 percent of the total lot area, unless adjacent historic buildings establish a precedent with a greater building to lot ratio.

New Construction - Office of Historice Preservation Handbook
City of San Antonio Historic Deisgn Guidelines - pg. 5

LOT/BUILDING COVERAGE EXHIBIT

Olive Court



Overall Development - Density

Thank You



TERRAMARK
URBAN HOMES

AN ORDINANCE 2016-08-04-0565

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

* * * * *

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

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

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

SECTION 1. Chapter 35, Unified Development Code, Section 35-304, Official Zoning Map, of the City Code of San Antonio, Texas is amended by changing the zoning district boundary of 1.65 acres of land out of NCB 531 from "R-5 H AHOD" Residential Single-Family Dignowity Hill Historic Airport Hazard Overlay District to "IDZ H AHOD" Infill Development Zone Dignowity Hill Historic Airport Hazard Overlay District with uses permitted for Single-Family Homes, Live/Work units not to exceed 16 units/acre and uses permitted in "NC" Neighborhood Commercial District.

SECTION 2. A description of the property is attached as **Attachment "A"** and made a part hereof and incorporated herein for all purposes.


SECTION 3. The City council approves this Infill Development Zone so long as the attached site plan is adhered to. A site plan is attached as **Attachment "B"** and made a part hereof and incorporated herein for all purposes.

SECTION 4. All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35 -491.

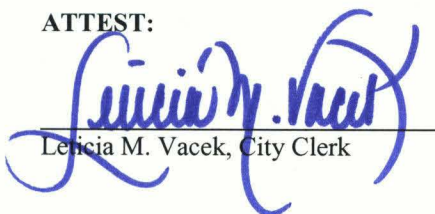
SECTION 5. The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

SECTION 6. This ordinance shall become effective the 14th day of August 2016.


PASSED AND APPROVED this 4th day of August 2016.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Martha G. Sepeda, Acting City Attorney
for

Agenda Item:	Z-7 (in consent vote: 31, 32, 33, P-2, Z-2, Z-5, P-3, Z-7, P-4, Z-8, Z-9, Z-11, Z-12, Z-13, Z-15, Z-16, Z-17, Z-19, Z-20, P-6, Z-22, Z-23, Z-24, P-7, Z-25, Z-26, Z-27)						
Date:	08/04/2016						
Time:	02:11:07 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2016091 (Council District 2): An Ordinance amending the Zoning District Boundary from "R-5 H AHOD" Residential Single-Family Dignowity Hill Historic Airport Hazard Overlay District to "IDZ H AHOD" Infill Development Zone Dignowity Hill Historic Airport Hazard Overlay District with uses permitted for Single-Family Homes, Live/Work units not to exceed 16 units/acre and uses permitted in "NC" Neighborhood Commercial District on 1.65 acres of land out of NCB 531, located at 901 North Pine, 914 and 918 North Olive Streets. Staff and Zoning Commission recommend Approval. (Associated Plan Amendment 16027)						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2	x					
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

2016091

**METES & BOUNDS DESCRIPTION
TRACT 1**

A 0.97 ACRE TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING ALL OF LOT 12, AND THE EAST PART OF LOT 11, NEW CITY BLOCK 531, THE EAST 15 FEET OF LOT 4 AND ALL OF LOT 4-1/2, BEING THE SAME TRACT AS DESCRIBED IN A DEED OF TRUST AMONG CHILDRESS MEMORIAL CHURCH OF GOD IN CHRIST, A/K/A BLUE BONNET CHURCH OF GOD IN CHRIST AND BANK OF AMERICA, N.A. RECORDED IN VOLUME 8306, PAGE 1530, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set ½" iron rod at the intersection of the westerly R.O.W. line of N. Pine St. (a 60' R.O.W.) and the northerly R.O.W. line of Hays St. (a 55.6' R.O.W.) for the southeast corner of the herein described tract;

THENCE along the northerly R.O.W. line of said Hays St., West, a distance of 149.78 feet (called West, a distance of 149.60 feet) to a found ½" iron rod for the southwest corner of the herein described tract, the southeast corner of Lot A7;

THENCE along the east line of said Lot A7, same being the west line of the herein described tract, North, a distance of 105.10 feet (called North, a distance of 105.00 feet) to a point of reference for an angle point of the herein described tract, the northeast corner of said Lot A7;

THENCE along the north line of said Lot A7, West, a distance of 100.20 feet (called West, a distance of 100.00 feet) to a point of reference at fence corner for an ell of the herein described tract, the northwest corner of a called 0.10205 acre tract as deeded to Willie L. James and Lois James, a point in the east line of Lot 3;

THENCE along the east line of said Lot 3, North, a distance of 35.00 feet to a point of reference located North 12°37'29" West, a distance of 0.61 feet from a found fence corner post for an angle point of the herein described tract, the northeast corner of said Lot 3;

THENCE along the north line of Lot 3, West, a distance of 21.00 feet to a set ½" iron rod for an ell of the herein described tract, a point on the south line of a 13' alley;

THENCE North, a distance of 13.00 feet to a point of reference for an angle point of the herein described tract, a point on the north line of said 13' Alley;

THENCE along the north line of said Alley, West, a distance of 15.00 feet to a point of reference for the most northerly southeast corner of the herein described tract, the southeast corner of Tract 2, a 0.17 acre tract this day surveyed;

THENCE along the east line of said Tract 2, the same being the most northerly west line of the herein described tract, North, a distance of 50.00 feet to a set ½" iron rod for the

22016091

northwest corner of the herein described tract, the northeast corner of said Tract 2, a point in the south line of a 0.51 acre tract this day surveyed (called Tract 3);

THENCE along the south line of said Tract 3, East, a distance of 288.10 feet (called North 89°50'00" East, a distance of 285.92 feet) to a set ½" iron rod for the northeast corner of the herein described tract, the southeast corner of a tract known as the south 58' of the east 210' of Lot 10, a point in the westerly R.O.W. line of said N. Pine St.;

THENCE along said R.O.W., same being the east line of the herein described tract, South 00°02'00" West, a distance of 203.10 feet (called South 00°02'00" West, a distance of 203.93 feet) to the **POINT OF BEGINNING** and containing 0.97 acres, more or less.

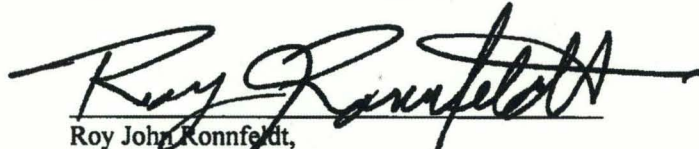
Basis of Bearing: Vol. 8306, Pg. 1530, Deed Records of Bexar County, Texas.

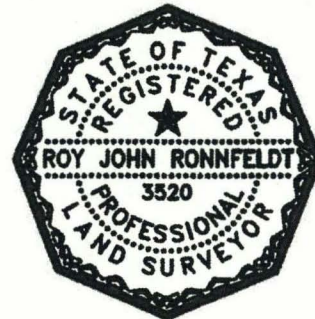
STATE OF TEXAS §

December 14, 2015

COUNTY OF BEXAR §

It is hereby certified that the above description was prepared from an actual survey on the ground of the described tract made under my supervision.


Roy John Ronnfeldt,
Registered Professional Land Surveyor
Registration No. 3520



Z2016091

**METES & BOUNDS DESCRIPTION
TRACT 2**

A 0.17 ACRE TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING THE WEST 150' OF LOT 4, BLOCK 13, NEW CITY BLOCK 531, BEING A PORTION OF LOT 4 AS CONVEYED TO CHILDRESS MEMORIAL CHURCH OF GOD IN CHRIST, A/K/A BLUE BONNET CHURCH OF GOD IN CHRIST RECORDED IN VOLUME 7011, PAGE 1992, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set ½" iron rod in the easterly R.O.W. line of N. Olive St. (a Variable Width R.O.W.) for the southwest corner of the herein described tract, the northwest terminus of a 13 foot alley;

THENCE along the easterly R.O.W. line of said N. Olive St., North, a distance of 50.00 feet to a set ½" iron rod for the northwest corner of the herein described tract, the southwest corner of a 0.51 acre tract this day surveyed (called Tract 3);

THENCE along the south line of said Tract 3, same being the north line of the herein described tract, East, a distance of 150.00 feet to a set ½" iron rod for the northeast corner of the herein described tract, the northwest corner of a 0.97 acre tract this day surveyed (called Tract 1);

THENCE along the west line of said Tract 1, same being the east line of the herein described tract, South, a distance of 50.00 feet to a set ½" iron rod for the southeast corner of the herein described tract, a point on the north line of said 13' Alley;

THENCE along the north line of said Alley, West, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 0.17 acres, more or less.


Basis of Bearing: Vol. 8306, Pg. 1530, Deed Records of Bexar County, Texas.

STATE OF TEXAS §

December 14, 2015

COUNTY OF BEXAR §

It is hereby certified that the above description was prepared from an actual survey on the ground of the described tract made under my supervision.


Roy John Ronnfeldt,
Registered Professional Land Surveyor
Registration No. 3520



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**METES & BOUNDS DESCRIPTION
TRACT 3**

A 0.51 ACRE TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING THE WEST 218' OF THE NORTH 94.9' OF LOT 10 AND THE WEST 218' OF THE SOUTH 3.2' OF LOT 9, BLOCK 13, NEW CITY BLOCK 531, BEING THE SAME TRACT AS DESCRIBED IN VOLUME 8549, PAGE 1190, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set ½" iron rod in the easterly R.O.W. line of N. Olive St. (a Variable Width R.O.W.) for the northwest corner of the herein described tract, the southwest corner of a tract known as the West 150' of the North 95' of Lot 9 (hereinafter called North Tract);

THENCE along the south line of said North Tract, East, at a distance of 151.77 feet passing a found ½" iron rod, a total distance of 224.60 feet to a point of reference located North 66°10'53" East, a distance of 0.69 feet from a found fence corner for the northeast corner of the herein described tract, the northeast corner of a called 0.196 acre tract as deeded to Joseph Shurgot and Sylvie Shurgot in Vol. 14191, Pg. 1745, Real Property Records of Bexar County, Texas;

THENCE along the west line of said Shurgot Tract, same being the east line of the herein described tract, South, a distance of 99.21 feet (called South, a distance of 97.60 feet) to a set ½" iron rod for the southeast corner of the herein described tract, the southwest corner of a tract known as the South 58' of the East 210' of Lot 10, a point in the north line of a 0.97 acre tract this day surveyed (called Tract 1);

THENCE along the north line of said Tract 1, same being the south line of the herein described tract, West, a distance of 224.60 feet (called West, a distance of 225.65 feet) to a set ½" iron rod in the westerly R.O.W. line of N. Olive St. for the southwest corner of the herein described tract, the northwest corner of a 0.17 acre tract this day surveyed (called Tract 2);

THENCE along said R.O.W., North, a distance of 99.21 feet (called North, a distance of 98.18 feet) to the **POINT OF BEGINNING** and containing 0.51 acres, more or less.

Basis of Bearing: Vol. 8306, Pg. 1530, Deed Records of Bexar County, Texas.

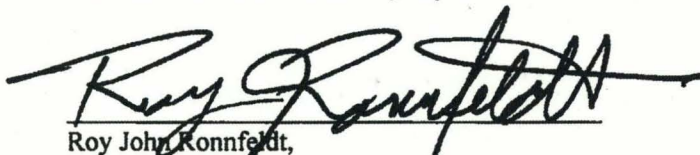
STATE OF TEXAS §

December 14, 2015

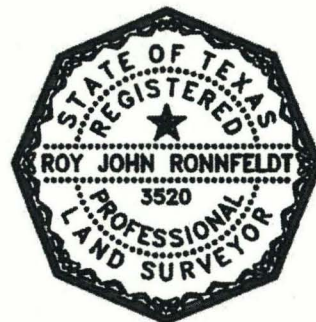
COUNTY OF BEXAR §

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It is hereby certified that the above description was prepared from an actual survey on the ground of the described tract made under my supervision.



Roy John Ronnfeldt,
Registered Professional Land Surveyor
Registration No. 3520



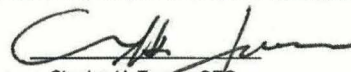
Z2016091

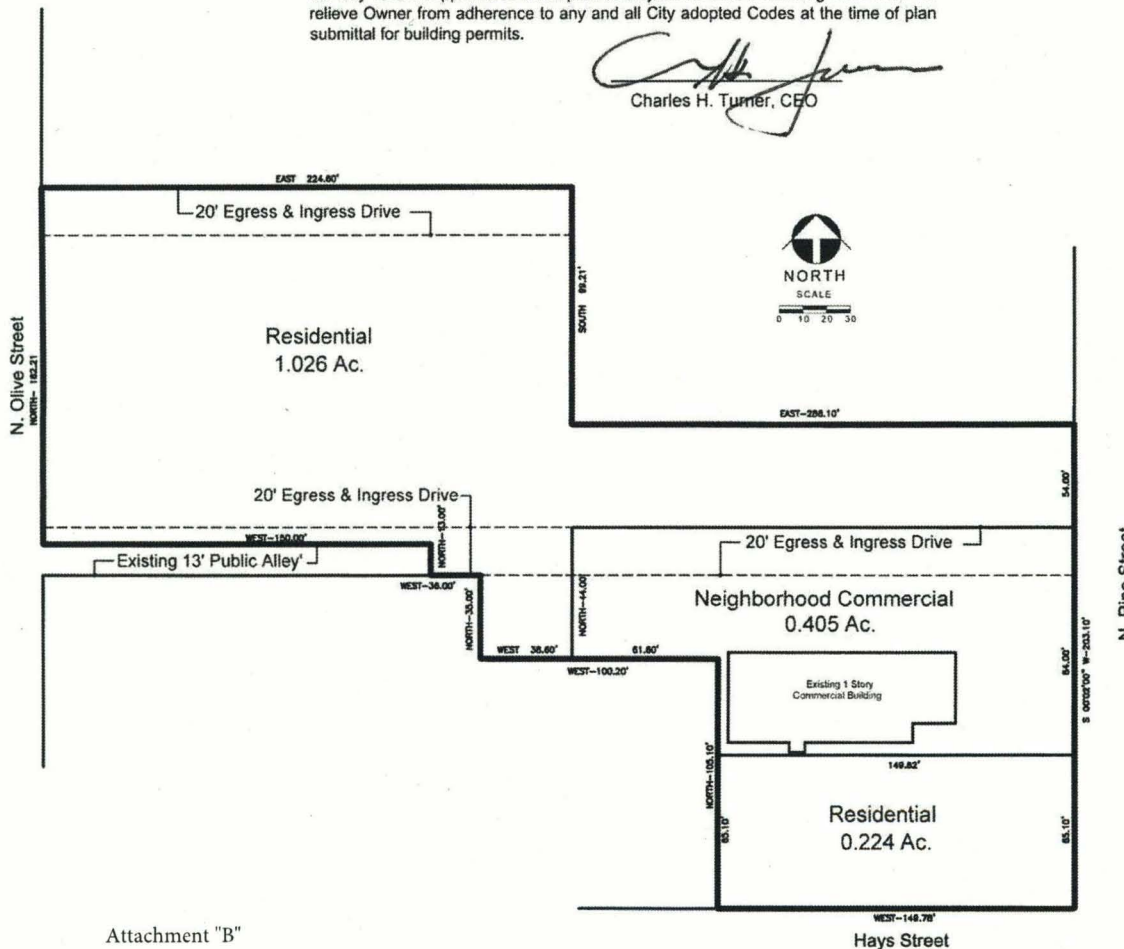
901 Pine

Dignowity Hill
San Antonio, Texas

Zoning Site Plan
June 20, 2016

K/T TX Holdings ,LLC. Owners of the property, acknowledges that this site plan submitted for purposes of rezoning this property is in accordance with all applicable provisions of the Unified Development Code. Additionally, Owner, understands that the City Council approval of a site plan in conjunction with a rezoning case does not relieve Owner from adherence to any and all City adopted Codes at the time of plan submittal for building permits.


Charles H. Turner, CEO



SITE DATA

Total Land Area:	1.655 Ac.
Commercial Area:	0.405 Ac.
Residential:	1.250 Ac.
Residential Units:	20
Maximum Density:	16.0 / Ac.

LEGAL DESCRIPTION:

Approximately 1.655 acres being Lot 10 or A-10; Lot 12 also known as Lot A-11; and the East part of Lot 13 also known as A-8 and the East 15 feet of part of Lot 4 and all of Lot 4-1/2; and Lot 4 Block 13, NCB 531 San Antonio, Bexar County, Texas

COUNCIL DISTRICT: 2

CURRENT ZONING: R5-H

PROPOSED ZONING:

"IDZ H AHOD" Infill Development Zone Dignowity Hill Historic Airport Hazard Overlay District with uses permitted for Single-Family Homes, Live/Work units not to exceed 16.0 units/acre and uses permitted in "NC" Neighborhood Commercial District

Owner: K/T TX Holdings LLC
A Project of

Terramark
Urban Homes

Attachment "B"



CITY OF SAN ANTONIO
**CENTER CITY DEVELOPMENT
& OPERATIONS DEPARTMENT**

January 5, 2017

Charles Turner
Chief Executive Officer
K/T TX Holdings, LLC
3425 Highway 6, Suite 110
Sugar Land TX 77478

Mr. Turner,

Enclosed is a fully executed original of the Center City Housing Incentive Policy (CCHIP) agreement for your project located at Olive, Hays and Pine Streets. A monitoring schedule outlining your obligations through the term of this agreement is also included. Please review the schedule and take note of the specified due dates to ensure compliance. Also, please note you will be required to host a groundbreaking and grand opening of the project – details are attached.

The next step is to provide me with a building permit, commencement of construction letter, and verification of sufficient funding. Once construction begins, we will be requesting quarterly reports every January, April, July, and October through project completion. We appreciate a prompt response to such requests. Should any complications arise, we will be glad to work with you to ensure prompt resolution and contractual compliance.

Please be advised that any disbursement of incentives under this agreement must be formally requested in writing and accompanied by any supporting documentation required. Our office will review the request and ensure its compliance with the terms of the agreement before authorizing the disbursement of any incentives. Also attached are the Urban @ Olive CCHIP First Amendment and revised Schedule of Obligations.

We thank you for partnering with us and we highly value your commitment to development within the center city. If you have any questions, please let me know.

Sincerely,

Pete Alanis
Special Projects Manager
Center City Development & Operations Department
100 W. Houston, 19th Floor
San Antonio, TX 78205
(210) 207-3908
pedro.alanis@sanantonio.gov

TARGET THE HEART. RENEW, RECONNECT, REVITALIZE.

CCDO Schedule of Obligations

Pine and Hays Street Bungalows (K/T TX Holdings, LLC)

Date of Execution: 12/22/2016; Term of Agreement: 12 years - 12/31/2028

Total Incentives: \$210,333.29 (Tax reimbursement of \$140,875 + SAWS waiver of \$61,020 + City fee waiver of \$8,438.29)



Due Date	Action Required	Comments & Notes
6/30/2017	<p>Developer must provide:</p> <ul style="list-style-type: none"> •Building permit •Commencement of construction letter •Verification of sufficient funding signed by a representative of the financial institution •Register as a vendor with the City in SAP: <p>In order for the City of San Antonio to process any disbursements, Developer must do the following:</p> <ol style="list-style-type: none"> 1. Complete and sign the attached W-9 form then email it to vendors@sanantonio.gov indicating you would like to be setup in the SAP system. Please copy the CCDO Project Manager on that email. 2. Register online with the SAePS system at http://www.sanantonio.gov/purchasing/SAePS_intro.aspx 	<p>Commencement of construction: a formal letter written by the <i>general contractor</i> stating the date construction began. Letter also references any building permit number(s) associated with the project.</p> <p>W-9 form is attached. For any questions with the registration process, please call the hotline at 207-0118 or email to vendors@sanantonio.gov.</p>
15th of January, April, July, and October from project commencement through completion	Provide CCDO Project Manager and Contract Coordinator with quarterly project updates from October 2016 until completion of project.	Quarterly Progress Report template attached; electronic version provided by CCDO contract coordinator or project manager.
60 days before Project Completion	<ul style="list-style-type: none"> •Coordinate with CCDO Project Manager to set a grand opening date and program schedule to include: •Press release for review •Program schedule 	See attached Groundbreaking & Grand Opening Process for more information.
12/30/2018	<ul style="list-style-type: none"> •Submit Certificate of Occupancy for each structure •Schedule Site Visit with contract coordinator to verify housing units •Submit Itemization of Project Investment 	

CCDO
Schedule of Obligations

On or before each February after completion through 2028	<ul style="list-style-type: none">•Provide letter attesting to Project Investment amount and number of units•Submit request for tax reimbursement; include:<ul style="list-style-type: none">•Tax invoice for rebate year taxes•BCAD property details for base and tax rebate years to determine tax increment•Confirmation and amount of city tax appeal if/when applicable	Developer must formally request disbursement of incentives in writing and ensure all contractual documents have been submitted.
---	---	---

Groundbreaking & Grand Opening Process

- Developer should contact the CCDO Public Relations Manager as soon as they start thinking about planning an event, but no later than 30 days before the event to ensure City official availability.
- The CCDO Public Relations Manager will work with you to coordinate a date for the event. CCDO staff will coordinate the event date with City officials (CCDO should be the primary contacting for communication with City officials). CCDO staff will also assist in finalizing the program schedule.
- Developer must coordinate and sponsor all other aspects of the event including but not limited to, refreshments, logistics, promotional materials, media, invitations, etc. The developer is responsible for inviting any non-City elected officials to the event (State, County, etc.)
- Developer should provide the following two weeks prior to the event:
 - Draft news release for review
 - Include detailed project description
 - Include placeholders for quotes by any City officials speaking at the event
 - Draft program schedule
 - Program should be timed
 - Mayor to speak first or early as possible (if applicable)
 - Entire program to last no more than 30 minutes if Mayor's presence is desired at the end
 - Directions (or map) with parking instructions. Please reserve spots near the event with cones for City officials.
 - Completed questionnaire about the project (to assist the CCDO Public Relations Manager with drafting speaking points for City officials and other materials)
- CCDO staff will send out a calendar invite to City staff and officials and developer.
- Please work with the CCDO Public Relations Manager to finalize the program schedule at least one week prior to the event.
- CCDO staff will send the final news release to you with quotes from City officials for distribution and media coordination.
- Please work with CCDO staff to review and finalize the invitee list.
- The day of the event, please provide speaking podium with a microphone, ceremonial props including the ribbon to be cut and scissors. If you do not have access to a speaking podium with a microphone, please let the CCDO Public Relations Manager know as soon as possible so we can reserve a City podium for the event.
- The developer should work with the CCDO Project Manager on any items relating to incentives, contracts, etc. for the project.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-						

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Quarterly Progress Report



Reporting Month and Year: 10/01/2016 -- 12/31/2016

Project Information:

Project Name: _____
Project Developer: _____
Project Address: _____
CCDO Spec Projects Mgr: _____

Construction Status (check one):

Pre-construction ☐
Construction Commenced ☒
Construction Completed ☐

Obstacles if any (check all that apply):

Permit issuance delays ☐
Weather delays ☐
City Public Service delays ☐
S.A. Water System delays ☐
Add'l requirements requested by City Depts ☐
Other ☐

Extension Request Needed (Y/N):

Yes ☐ No ☒

Construction Progress (select "drop down" for each item listed):

Demolition	Click on dropdown arrow
Mechanical, Electrical & Plumbing (MEP)	Click on dropdown arrow
Permit(s)	Click on dropdown arrow
Vertical Construction	Click on dropdown arrow
Framing	Click on dropdown arrow
Insulation & Sheet Rock	Click on dropdown arrow
Electrical Wiring	Click on dropdown arrow
HVAC Duct Work	Click on dropdown arrow
Roof(s)	Click on dropdown arrow
Exterior Skin	Click on dropdown arrow
Finish Out	Click on dropdown arrow
Certificate(s) of Occupancy	Click on dropdown arrow

Additional progress information not listed above:

Project Developer & POC:



Date:

TARGET THE HEART. RENEW, RECONNECT, REVITALIZE.

Urban @ Olive (K/T TX Holdings, LLC)

Date of Execution: 1st Amdnt: 12/20/16 - 12/31/27 or until full payment of incentives by City (Original Agrmt exctd: 9/9/2015);

Total Incentives: \$221,843 (Tax reimbursement of \$133,548 + **SAWS waiver of \$122,000** + City fee waiver of \$13,295)**Original Agrmt & 1st Amendment**

Due Date	Action Required	Comments & Notes
6/30/2016	Developer must provide: <ul style="list-style-type: none">•Building permit•Commencement of construction letter•Funds Available Letter (Financial Guarantee)	Commencement of construction: <ul style="list-style-type: none">•A formal letter written by the general contractor stating the date construction began.•Letter references any building permit(s) and the number(s) associated with the project.•A Letter from qualified financial institution confirming funds available on deposit or under existing credit facility or construction loan sufficient to complete the project
Within 60 days of Groundbreaking	Coordinate with CCDO Project Manager to set a groundbreaking date and program schedule to include: <ul style="list-style-type: none">•Press release for review•Program schedule	
15th of January, April, July, and October from project commencement through completion	<ul style="list-style-type: none">•Provide CCDO staff with quarterly project updates	Quarterly Progress Report template attached; electronic version provided by CCDO contract coordinator or project manager.
60 days before Completion	<ul style="list-style-type: none">•Coordinate with CCDO Project Manager to set a grand opening date and program schedule to include:•Press release for review•Program schedule	

<p>On or before 6/30/2017</p>	<p>Provide:</p> <ul style="list-style-type: none"> •Certificate of Occupancy for each structure •Itemization of Actual Investment Expenses (\$3,900,000) •Support documentation for Project Expenses such as receipts, invoices, general ledger, profit & loss statements •Provide a letter attesting to number of units and square footage. 	
<p>On or before each February after completion through 2027</p>	<ul style="list-style-type: none"> •Submit written request for tax rebate •Provide tax invoice for prior year taxes •Provide Verification of Property Acreage for Base Year & Reimbursement Year 	<p>Developer must formally request disbursement of incentives in writing with support documentation attached.</p>

STATE OF TEXAS

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§
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§

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

COUNTY OF BEXAR

This Center City Housing Incentive Policy Agreement (hereinafter referred to as this "Agreement") is made and entered into by and among the City of San Antonio (the "CITY"), a municipal corporation of the State of Texas, acting by and through its City Manager or her designee and K/T TX Holdings, LLC (hereinafter referred to as "DEVELOPER") and whom together may be referred to as the "Parties".

RECITALS

WHEREAS, DEVELOPER is engaged in an economic development project that will be located within the city limits of San Antonio that will consist of the construction of TWENTY (20) for sale units to be located at on 1.25 acres of property at Olive St., Hays St., and Pine in San Antonio, TX 78202 (the "Project Site"), as more specifically described in **Exhibit A**; and

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately FOUR MILLION AND EIGHTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS AND 0 CENTS (\$4,085,734.00) in real property improvements, less land acquisition costs, within the boundaries of City Council District 2; and

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

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

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

WHEREAS, the City Council has authorized the City Manager or her designee to enter into this Agreement in accordance with the City's Center City Housing Incentive Policy (the "Policy"), **Exhibit B**, as approved by City Ordinance No.2012-06-21-0501, passed and approved on June 21, 2012, to grant and loan certain funds as described herein and to waive certain fees; **NOW THEREFORE**:

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

ARTICLE I. AGREEMENT PURPOSE

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

ARTICLE II. AGREEMENT PERIOD

This Agreement shall commence upon the Effective Date listed on the signature page and shall terminate upon the earlier of: (A) December 31st of the year following the final year eligible for tax reimbursement; (B) the full-payment of Incentives by CITY to DEVELOPER, as limited by this Agreement and subject to funding availability; or (C) termination of this Agreement as otherwise provided herein (the "Term").

ARTICLE III. PROJECT REQUIREMENTS

A. The Project.

1. Investment. DEVELOPER shall invest approximately FOUR MILLION AND EIGHTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS AND 0 CENTS (\$4,085,734.00) (the "Minimum Investment") in an economic development project that will be located within the city limits of San Antonio that will consist of the construction of twenty (20) for sale units, located at the Project Site (the "Project"). The Minimum Investment shall include expenditures in: land acquisition; design; base building construction costs; public improvement costs; taxes and insurance; administrative and financing costs; and DEVELOPER fees, as described in DEVELOPER's CCHIP Application, **Exhibit C**.

2. Construction. DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before June 30, 2017 ("Commencement Date"), and shall use commercially reasonable efforts to complete construction no later than December 30, 2018 (the "Completion Date"), subject to Force Majeure as defined in this Agreement. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and CITY's receipt of evidence suitable to the CITY that construction has commenced. The Completion Date shall be determined by the issuance of a Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld.

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

b. DEVELOPER shall comply with all applicable Federal, State and local

laws and regulations, including federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TDSHS) and Texas Commission on Environmental Quality (TCEQ) rules and regulations and all other regulations and laws relating to the environment, Asbestos Containing Materials (ACM), Hazardous Substances or exposure to ACM and Hazardous Substances as applicable and shall develop and operate the Project in accordance with the terms and conditions of this Agreement.

c. No streets, sidewalks, drainage, public utility infrastructure, or other public improvements (“Public Improvements”) with a lien still attached may be offered to the CITY for dedication. If any lien or claim of lien, whether choate or inchoate (collectively, any “Mechanic’s Lien”) is filed against DEVELOPER regarding the Public Improvements on the Project by reason of any work, labor, services or materials supplied or claimed to have been supplied by, or on behalf of, DEVELOPER, or any of its agents or Contractors, DEVELOPER shall cause the same to be satisfied or discharged of record, or effectively prevent the enforcement or foreclosure against the Project’s Public Improvements by injunction, payment, deposit, bond, court order or otherwise.

d. DEVELOPER is responsible for complying with all applicable City Code provisions, including provisions of the Unified Development Code, enforced pursuant to the CITY’s subdivision platting authority, and as amended, including, but not limited to, those provisions related to drainage, utilities, and substandard public street rights-of-ways for development and construction of the Project including the Public Improvements. In addition, DEVELOPER shall exercise commercially reasonable efforts to follow the Urban Neighborhood recommendations of the applicable Master Plan, if any, and shall consider incorporating low impact development strategies for water quality, storm water and drainage where appropriate for the Project. This Agreement in no way obligates City to approve any subsequent permits or requests for the Project as DEVELOPER is still responsible for acquiring all necessary permits and/or approvals as needed for the Project.

3. If a Project is a market rate rental project it is required to maintain 10% of its housing units at the Project’s first year rental rate per square foot, adjusted for inflation in accordance with the Consumer Price Index (CPI) for the 0300 South Urban area, for the term of the Grant.

ARTICLE IV. ECONOMIC DEVELOPMENT PROGRAM INCENTIVES

The Incentives offered by the CITY to the DEVELOPER in this Agreement shall be in compliance with the Policy in effect as of the Effective Date of the Agreement, which Policy may be amended from time to time. Should the Incentives provided in this Article exceed the maximum amount authorized in the Policy, then that award shall be automatically amended to provide only the amount authorized by the Policy.

Economic Development Program Incentives. CITY is providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, TWO HUNDRED TEN THOUSAND THREE HUNDRED AND THIRTY-THREE DOLLARS AND 29 CENTS (\$210,333.29), as summarized in the attached CCHIP Agreement Term Sheet, **Exhibit D**.

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

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

A. Annual Real Property Tax Reimbursement. Subject to the terms and conditions of this Agreement and the Payment Conditions (defined below), for each tax year commencing with the Initial Reimbursement Tax Year and then continuing annually for a total of ten (10) consecutive tax years throughout the remainder of the Term of this Agreement, CITY shall provide DEVELOPER, following submission of a tax invoice by DEVELOPER indicating full payment of all taxes owed by DEVELOPER on the Project, an annual grant for the Term of this Agreement in the cumulative amount of approximately, but not limited to, ONE HUNDRED FORTY THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS AND 0 CENTS (\$140,875.00).

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

- (i) For each tax year during the Term of this Agreement, CITY shall pay the Annual Incremental Property Tax Reimbursement to DEVELOPER provided the CITY has funds for that particular tax year, pursuant to Section 311.013 of the Texas Tax Code.
- (ii) For any particular tax year during the Term of this Agreement, if no tax increment is realized, then the CITY shall defer payment of the Annual Incremental Property Tax Reimbursement that is due to DEVELOPER under this Article, during that tax year.
- (iii) For any particular tax year during the Term of this Agreement, if insufficient tax increment is realized to permit the payment of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article, the CITY shall pay as much of the Annual Incremental Property Tax Reimbursement to DEVELOPER, as possible, and shall defer payment of any unpaid balance of the Annual Incremental Property Tax Reimbursement due to DEVELOPER under this Article during that tax year.
- (iv) It is expressly agreed that all deferred Annual Incremental Property Tax Reimbursements (the “Deferred Amounts Due”) shall accrue without interest and shall be payable at the earliest reasonable opportunity to DEVELOPER by the CITY upon the availability of tax increment during the Term of this Agreement.
- (v) DEVELOPER acknowledges that City shall undertake payment of the Annual Incremental Property Tax Reimbursement annually at sixty-two point six percent (62.6%) of the annual incremental property tax paid by DEVELOPER.
- (vi) The DEVELOPER understands and agrees that any expenditure made by the DEVELOPER in anticipation of reimbursement from tax increments shall not be, nor shall be construed to be, financial obligations of the CITY. The DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the Project, changes in interest rates or capital markets, changes in building and development code requirements, changes in CITY policy, and/or unanticipated effects covered under legal doctrine of force majeure.
- (vii) Any and all amounts payable under this Agreement are payable solely from tax increment, and no claim for payment of any amount outside of this contribution shall be made, claimed or permitted against any other funds, properties, assets or the general credit of the CITY.

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

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

B. Fee Waivers. CITY is providing DEVELOPER with City Fee Waivers in the amount of EIGHT THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS AND 29 CENTS (\$8,438.29) and SAWS fee waivers in an amount not to exceed SIXTY ONE THOUSAND TWO HUNDRED AND TWO DOLLARS AND 0 CENTS (\$61,202.00). The Fee Waivers are administrative in nature and are effective as of the date of the Agreement reflected in the attached Fee Waiver Estimator, **Exhibit F**.

ARTICLE V. CITY OBLIGATIONS

A. In consideration of full and satisfactory performance by DEVELOPER required by this Agreement, CITY will pay DEVELOPER in accordance with the schedule set forth in the attached Fee Waiver Estimator, **Exhibit F**.

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

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

ARTICLE VI. RETENTION AND ACCESSIBILITY OF RECORDS

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

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

ARTICLE VII. MONITORING

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

ARTICLE VIII. DEFAULT/CURE PERIOD/SUSPENSION

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

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

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

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

ARTICLE IX. TERMINATION

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

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

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

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

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

Notwithstanding the foregoing, DEVELOPER shall not be relieved of its obligation to repay any

and all disbursed funds made under this Agreement, nor shall DEVELOPER be relieved of any liability to CITY for actual damages due to CITY by virtue of any breach by DEVELOPER of any terms of this Agreement.

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

ARTICLE X. NOTICE

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

If intended for CITY, to:

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

If intended for DEVELOPER, to:

K/T TX Holdings, LLC
Attn: Charles Turner
3425 Highway 6, Suite 110
Sugar Land, TX, 77478

ARTICLE XI. SPECIAL CONDITIONS AND TERMS

A. Employment. DEVELOPER, in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project during the Term of this Agreement. If DEVELOPER is convicted of a violation under 8 U.S.C. Section 1324a (f), then DEVELOPER shall repay the CITY the Incentives paid under this Agreement for

**FIRST AMENDMENT TO THE CENTER CITY HOUSING INCENTIVE
POLICY AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND
TERRAMARK HOMES, LLC**

This FIRST AMENDMENT to the Center City Housing Incentive Policy Agreement (this "First Amendment") is entered into by and between the **CITY OF SAN ANTONIO, TEXAS** (the "City") and Terramark Homes, LLC (the "DEVELOPER") 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 TWENTY-TWO (22) market-rate for sale housing units to be located at the 600 Block of Burleson St., San Antonio, TX 78202 (the "Project Site") as more specifically described in **Exhibit A**; and

WHEREAS, once completed, the Project is anticipated to result in the investment of approximately THREE MILLION NINE HUNDRED THOUSAND DOLLARS AND 0 CENTS (\$3,900,000.00) in real property improvements, less land acquisition costs, within the boundaries of the City Council District 2; and

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

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

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

WHEREAS, the City Council has authorized the City Manager or her designee to enter into this Agreement in accordance with the City's Center City Housing Incentive Policy (the "Policy"), **Exhibit B**, as approved by City Ordinance No.2012-06-21-0501, passed and approved on June 21, 2012, to grant and loan certain funds as described herein and to waive certain fees; **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:

AMENDMENT

1. Amendment. The Parties hereby mutually agree to amend the Funding Agreement as follows:

- a. To amend the commencement/construction deadlines.

ARTICLE III. PROJECT REQUIREMENTS

2. Construction. *DEVELOPER shall commence construction and demolition, if applicable, at the Project Site on or before June 30, 2016 (“Commencement Date”), and shall use commercially reasonable efforts to complete construction no later than June 30, 2017 (the “Completion Date”), subject to Force Majeure as defined in this Agreement. The Commencement Date shall be determined by the issuance of a building permit for the Project Site and CITY’s receipt of correspondence from the general contractor for the Project certifying that construction has commenced. The Completion Date shall be determined by the issuance of a Certificate of Occupancy for the Project Site by CITY, not to be unreasonably withheld.*

- b. To increase the amount of the SAWS impact fee waiver.

ARTICLE IV. ECONOMIC DEVELOPMENT PROGRAM INCENTIVES

Economic Development Program Incentives. *CITY is providing DEVELOPER with Incentives in a cumulative amount of approximately, but not limited to, TWO HUNDRED SIXTY EIGHT THOUSAND EIGHT HUNDRED AND FORTY-THREE DOLLARS AND 0 CENTS (\$268,843.00), as summarized in the attached CCHIP Agreement Term Sheet, Exhibit D.*

B. Fee Waivers. *CITY is providing DEVELOPER with Fee Waivers in the cumulative amount of ONE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED AND NINETY-FIVE DOLLARS AND 0 CENTS (\$135,295.00). The cumulative amount represents both City fee waivers in the approximate amount of THIRTEEN THOUSAND TWO HUNDRED AND NINETY-FIVE DOLLARS AND 0 CENTS (\$13,295.00) and SAWS fee waivers in the approximate amount of ONE HUNDRED AND TWENTY-TWO THOUSAND DOLLARS AND 0 CENTS (\$122,000.00). 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 F.

2. Effective Date. This Amendment shall be effective upon the Effective Date listed on the signature page.
3. No Other Changes. Except as specifically set forth in this Amendment, all of the terms and conditions of the Agreement shall remain the same and are hereby ratified and confirmed. The Agreement shall continue in full force and effect and with this Amendment shall be read and construed as one instrument.
4. Choice of Law. This Amendment shall be construed in accordance with and governed by the laws of the State of Texas.
5. Counterparts. This Amendment may be executed in any number of counterparts, but all such counterparts shall together constitute but one instrument. In making proof of this Amendment it shall not be necessary to produce or account for more than one counterpart signed by each party hereto by and against which enforcement hereof is sought.

WITNESS HEREOF, the parties hereto have executed in duplicate originals this Amendment on the 12 day of December 2016. (the "Effective Date")

**CITY OF SAN ANTONIO,
a Texas municipal corporation**



Lori Houston
City Manager or designee

Date: 12/20/16

Terramark Homes, LLC



Charlie Turner
President/CEO

Date: 12.12.2016

APPROVED AS TO FORM:



Orlando Rodriguez
Assistant City Attorney

Date: 12-14-16

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

ARTICLE XII. CONFLICT OF INTEREST

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

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

ARTICLE XIII. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. As a condition of entering into this Agreement, DEVELOPER represents and warrants that it will comply with the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance 2010-06-17-0531. As part of such compliance, DEVELOPER shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers funded in whole or in part with funds made available under this Agreement, nor shall DEVELOPER retaliate against any person for reporting instances of such discrimination. DEVELOPER shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall

prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's relevant marketplace. DEVELOPER understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of DEVELOPER from participating in City contracts, or other sanctions as provided by applicable law. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

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

ARTICLE XIV. LEGAL AUTHORITY

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

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

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

ARTICLE XV. LITIGATION AND CLAIMS

A. DEVELOPER shall give CITY immediate notice in writing of any action, including any proceeding before an administrative agency, filed against DEVELOPER arising out the performance of any activities hereunder. Except as otherwise directed by CITY, DEVELOPER shall furnish immediately to CITY copies of all pertinent papers received by DEVELOPER with respect to such action or claim. DEVELOPER shall notify the CITY immediately of any legal action, known to DEVELOPER, filed against the DEVELOPER or any subcontractor thereto, or of any known proceeding filed under the federal bankruptcy code to which DEVELOPER or any subcontractor is a party. DEVELOPER shall submit a copy of such notice to CITY within 30

calendar days after receipt. No Incentives provided under this Agreement may be used in the payment of any costs incurred from violations or settlements of, or failure to comply with, federal and state regulations. The above notwithstanding, DEVELOPER is not required to notify CITY of claims or litigation which arise out of DEVELOPER's operations on the Project, including, without limitation, landlord tenant disputes, personal injury actions (e.g., slip and falls), and other operational activities or relationships.

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

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

ARTICLE XVI. ATTORNEY'S FEES

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

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

ARTICLE XVII. CHANGES AND AMENDMENTS

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

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

C. Any alterations, additions, or deletions to the terms of this Agreement required by changes in state law or regulations are automatically incorporated into this Agreement without

written amendment hereto, and shall become effective on the date designated by such law or regulation.

ARTICLE XVIII. SUBCONTRACTING

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

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

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

ARTICLE XIX. DEBARMENT

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

ARTICLE XX. RIGHTS UPON DEFAULT

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

ARTICLE XXI. ASSIGNMENT

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

Agreement in violation of this Article shall enable CITY to terminate this Agreement and exercise its rights under Article IX of this Agreement.

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

ARTICLE XXII. ORAL AND WRITTEN AGREEMENTS

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

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

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

ARTICLE XXIV. INCORPORATION OF EXHIBITS

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

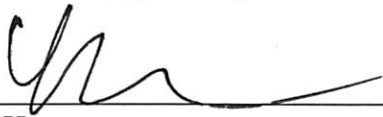
Exhibit A	Legal Description of Property
Exhibit B	Center City Housing Incentive Policy
Exhibit C	Developer's CCHIP Application
Exhibit D	CCHIP Agreement Term Sheet
Exhibit E	Evidence of Base Year Ad Valorem Property Taxes
Exhibit F	Fee Waiver Estimator

Signatures appear on next page.

WITNESS OUR HANDS, EFFECTIVE as of December 22,
2016 (the "Effective Date"):


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

CITY OF SAN ANTONIO,
a Texas Municipal Corporation



Lori Houston
Assistant City Manager

DEVELOPER:
K/T TX Holdings, LLC

By: 

Charles Turner
Chief Executive Officer

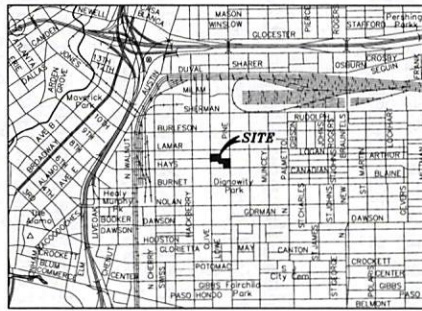
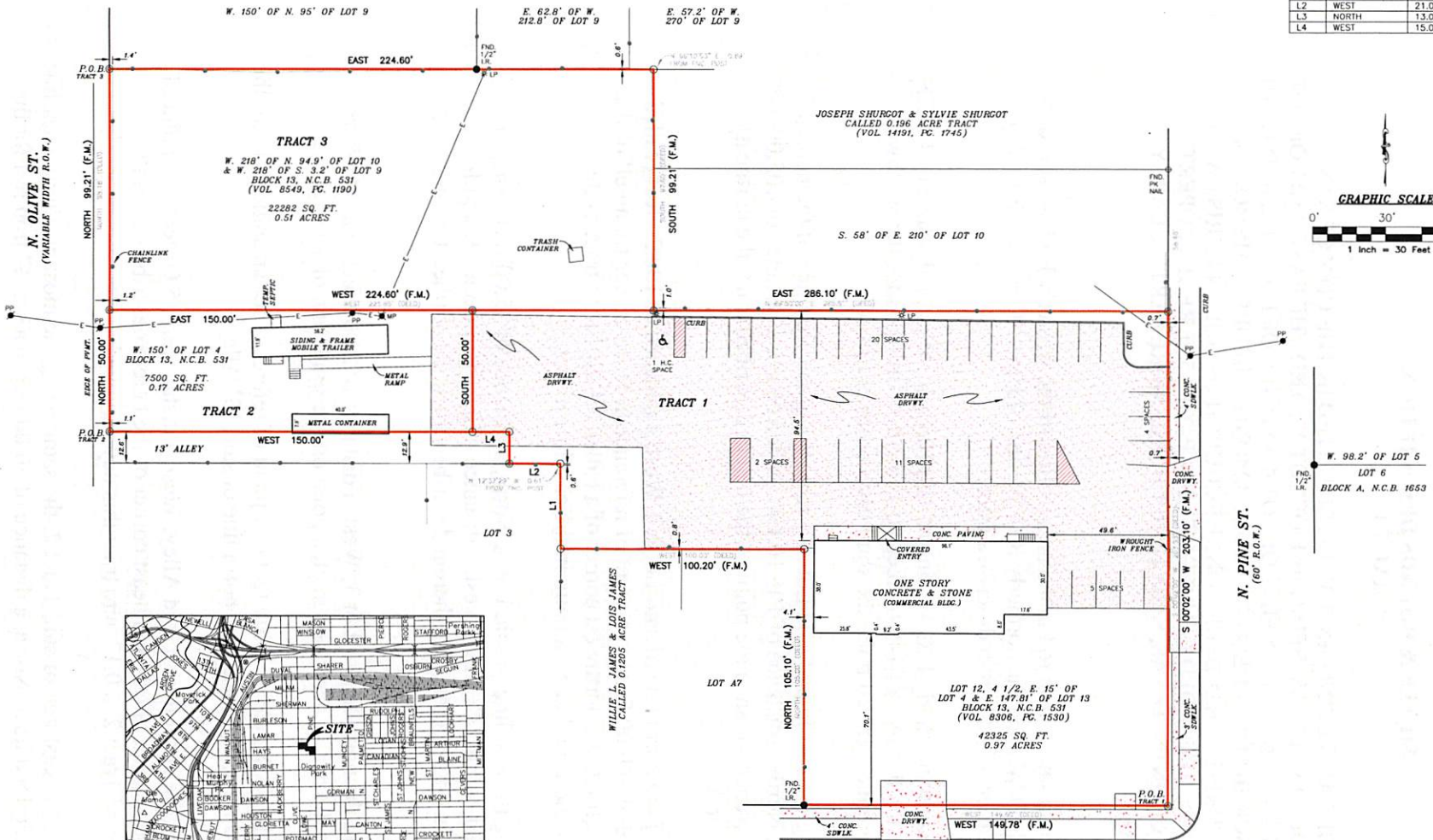
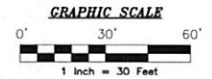
APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT A
Legal Description of Property

LINE	BEARING	DISTANCE
L1	NORTH	35.00'
L2	WEST	21.00'
L3	NORTH	13.00'
L4	WEST	15.00'



LOCATION MAP
N.T.S.

LEGEND

These standard symbols will be found in the drawing.

- BOUNDARY LINE
- OVERHEAD ELECTRIC
- CHAINLINK FENCE
- WROUGHT IRON FENCE
- SET IRON ROD
- CALCULATED POINT
- FOUND IRON ROD
- FOUND P.N. NAIL
- POWER POLE
- LIGHT POLE
- METER POLE
- RECORDED ON DEED
- FIELD MEASURED (F.M.)

LEGAL DESCRIPTION OF THE LAND.

TRACT 1:

ALL THAT CERTAIN SITE OWNED BY CALVARY BAPTIST CHURCH AND COMPRISING ALL OF LOT 12, ALSO KNOWN AS A-11 AND THE EAST PART OF LOT 13, ALSO KNOWN AS A-8, AND THE EAST 15' OF LOT 4 AND ALL OF LOT 41, NEW CITY BLOCK 531, IN THE CITY OF SAN ANTONIO, BEAR COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN VOLUME 8306, PAGE 1530, DEED RECORDS OF BEAR COUNTY, TEXAS.

TRACT 2:

WEST 150' OF LOT 4, BLOCK 13, NEW CITY BLOCK 531, IN THE CITY OF SAN ANTONIO, BEAR COUNTY, TEXAS.

TRACT 3:

LOT 10 OR A-10, BLOCK 13, NEW CITY BLOCK 531, IN THE CITY OF SAN ANTONIO, BEAR COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN VOLUME 8549, PAGE 1190, DEED RECORDS OF BEAR COUNTY, TEXAS.

SURVEYOR'S NOTE:
BASIS OF BEARING: VOLUME 8549, PAGE 1190, DEED RECORDS OF BEAR COUNTY, TEXAS.

THIS SURVEY IS PRODUCED WITHOUT THE ADDITION OF RESEARCH FROM A TITLE OR A TITLE ABSTRACT COMPANY. THEREFORE, ADDITIONAL DEED OR REAL PROPERTY RESTRICTIONS, SUCH AS EASEMENTS OR SETBACKS, MAY APPLY THAT ARE NOT GRAPHICALLY OR OTHERWISE SHOWN AND/OR LISTED ON THIS SURVEY. THE RESTRICTIONS, ADDRESSSED HEREON, ARE AS ALREADY KNOWN TO THE UNDERSIGNED, TO AFFECT THIS SUBDIVISION. THEIR DEPICTIONS ARE NOT MEANT TO REPRESENT ALL POSSIBLE EASEMENTS AND SETBACKS THAT MAY APPLY TO THIS LOT.

At date of this survey, the property is in FEMA designated ZONE X, as verified by FEMA map Panel No. 450220-0412, effective date of SEPTEMBER 29, 2010. Exact designations can only be determined by a Liquefaction Certificate. This information is subject to change as a result of future FEMA map revisions and/or amendments.

The survey is hereby accepted with the understanding, conditions, or exceptions, or otherwise, as shown.

X
X

HAYS ST.
(55.6' R.O.W.)

PARKING SPACE SUMMARY:	
TOTAL NUMBER OF HANDICAP SPACES:	1 SPACE
TOTAL NUMBER OF PARKING SPACES:	42 SPACES
TOTAL NUMBER OF SPACES:	43 SPACES

I, **ROY JOHN RONNFELDT**, a Registered Professional Land Surveyor in the State of Texas, do hereby certify to:

that the above map is true and correct according to an actual field survey, made by me on the ground or under my supervision, or the property shown hereon is described by field notes accompanying this drawing. I further certify that all easements and rights-of-way of which I have been advised are shown hereon and that, except as shown, there are no visible encroachments, no visible overlapping of improvements and no apparent discrepancies or conflicts in the boundary lines, and no visible physical evidence of easements or rights-of-way as of the date of the field survey. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying (Section 663.11).

Borrower/Owner: **CHILDRESS MEMORIAL CHURCH OF GOD & CHRIST**
Legal Description of the Land:
SEE BELOW...

SUBJECT TO RESTRICTIVE COVENANTS AND/OR EASEMENTS RECORDED IN VOLUME 8549, PAGE 1190, DEED RECORDS, BEAR COUNTY, TEXAS

VOLUME 8306, PAGE 1530, DEED RECORDS, BEAR COUNTY, TEXAS

PROPERTY PHOTOGRAPH:

Address: **801 N. PINE ST. & 814 & 816 N. OLIVE ST.** Cf. No. _____

Phone: (210) 341-0000 Fax: (210) 341-0000

AMERISURVEYORS, L.L.C.

FINAL "AS-BUILT" SURVEY

JOB NO.:	1512533386	NO.	REVISION	DATE
DATE:	12/11/15			
DRAWN BY:	MY/AR			
APPROVED BY:	RJR			

STATE OF TEXAS
REGISTERED
PROFESSIONAL
LAND SURVEYOR
3520

ROY JOHN RONNFELDT

ROY JOHN RONNFELDT (R.P.L.S.)
Registered Professional Land Surveyor
Registration No. 3520

**METES & BOUNDS DESCRIPTION
TRACT 1**

A 0.97 ACRE TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING ALL OF LOT 12, AND THE EAST PART OF LOT 11, NEW CITY BLOCK 531, THE EAST 15 FEET OF LOT 4 AND ALL OF LOT 4-1/2, BEING THE SAME TRACT AS DESCRIBED IN A DEED OF TRUST AMONG CHILDRESS MEMORIAL CHURCH OF GOD IN CHRIST, A/K/A BLUE BONNET CHURCH OF GOD IN CHRIST AND BANK OF AMERICA, N.A. RECORDED IN VOLUME 8306, PAGE 1530, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set ½" iron rod at the intersection of the westerly R.O.W. line of N. Pine St. (a 60' R.O.W.) and the northerly R.O.W. line of Hays St. (a 55.6' R.O.W.) for the southeast corner of the herein described tract;

THENCE along the northerly R.O.W. line of said Hays St., West, a distance of 149.78 feet (called West, a distance of 149.60 feet) to a found ½" iron rod for the southwest corner of the herein described tract, the southeast corner of Lot A7;

THENCE along the east line of said Lot A7, same being the west line of the herein described tract, North, a distance of 105.10 feet (called North, a distance of 105.00 feet) to a point of reference for an angle point of the herein described tract, the northeast corner of said Lot A7;

THENCE along the north line of said Lot A7, West, a distance of 100.20 feet (called West, a distance of 100.00 feet) to a point of reference at fence corner for an ell of the herein described tract, the northwest corner of a called 0.10205 acre tract as deeded to Willie L. James and Lois James, a point in the east line of Lot 3;

THENCE along the east line of said Lot 3, North, a distance of 35.00 feet to a point of reference located North 12°37'29" West, a distance of 0.61 feet from a found fence corner post for an angle point of the herein described tract, the northeast corner of said Lot 3;

THENCE along the north line of Lot 3, West, a distance of 21.00 feet to a set ½" iron rod for an ell of the herein described tract, a point on the south line of a 13' alley;

THENCE North, a distance of 13.00 feet to a point of reference for an angle point of the herein described tract, a point on the north line of said 13' Alley;

THENCE along the north line of said Alley, West, a distance of 15.00 feet to a point of reference for the most northerly southeast corner of the herein described tract, the southeast corner of Tract 2, a 0.17 acre tract this day surveyed;

THENCE along the east line of said Tract 2, the same being the most northerly west line of the herein described tract, North, a distance of 50.00 feet to a set ½" iron rod for the

northwest corner of the herein described tract, the northeast corner of said Tract 2, a point in the south line of a 0.51 acre tract this day surveyed (called Tract 3);

THENCE along the south line of said Tract 3, East, a distance of 288.10 feet (called North 89°50'00" East, a distance of 285.92 feet) to a set ½" iron rod for the northeast corner of the herein described tract, the southeast corner of a tract known as the south 58' of the east 210' of Lot 10, a point in the westerly R.O.W. line of said N. Pine St.;

THENCE along said R.O.W., same being the east line of the herein described tract, South 00°02'00" West, a distance of 203.10 feet (called South 00°02'00" West, a distance of 203.93 feet) to the **POINT OF BEGINNING** and containing 0.97 acres, more or less.

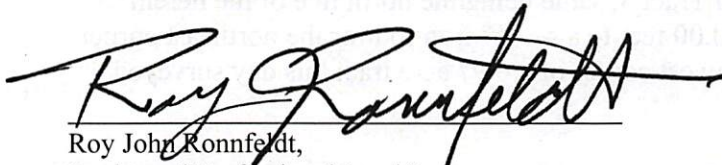
Basis of Bearing: Vol. 8306, Pg. 1530, Deed Records of Bexar County, Texas.

STATE OF TEXAS §

December 14, 2015

COUNTY OF BEXAR §

It is hereby certified that the above description was prepared from an actual survey on the ground of the described tract made under my supervision.



Roy John Ronnfeldt,
Registered Professional Land Surveyor
Registration No. 3520



**METES & BOUNDS DESCRIPTION
TRACT 2**

A 0.17 ACRE TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING THE WEST 150' OF LOT 4, BLOCK 13, NEW CITY BLOCK 531, BEING A PORTION OF LOT 4 AS CONVEYED TO CHILDRESS MEMORIAL CHURCH OF GOD IN CHRIST, A/K/A BLUE BONNET CHURCH OF GOD IN CHRIST RECORDED IN VOLUME 7011, PAGE 1992, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set ½" iron rod in the easterly R.O.W. line of N. Olive St. (a Variable Width R.O.W.) for the southwest corner of the herein described tract, the northwest terminus of a 13 foot alley;

THENCE along the easterly R.O.W. line of said N. Olive St., North, a distance of 50.00 feet to a set ½" iron rod for the northwest corner of the herein described tract, the southwest corner of a 0.51 acre tract this day surveyed (called Tract 3);

THENCE along the south line of said Tract 3, same being the north line of the herein described tract, East, a distance of 150.00 feet to a set ½" iron rod for the northeast corner of the herein described tract, the northwest corner of a 0.97 acre tract this day surveyed (called Tract 1);

THENCE along the west line of said Tract 1, same being the east line of the herein described tract, South, a distance of 50.00 feet to a set ½" iron rod for the southeast corner of the herein described tract, a point on the north line of said 13' Alley;

THENCE along the north line of said Alley, West, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 0.17 acres, more or less.

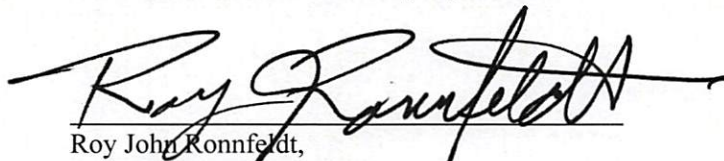
Basis of Bearing: Vol. 8306, Pg. 1530, Deed Records of Bexar County, Texas.

STATE OF TEXAS §

December 14, 2015

COUNTY OF BEXAR §

It is hereby certified that the above description was prepared from an actual survey on the ground of the described tract made under my supervision.


Roy John Ronnfeldt,
Registered Professional Land Surveyor
Registration No. 3520



**METES & BOUNDS DESCRIPTION
TRACT 3**

A 0.51 ACRE TRACT OF LAND LYING AND BEING SITUATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING THE WEST 218' OF THE NORTH 94.9' OF LOT 10 AND THE WEST 218' OF THE SOUTH 3.2' OF LOT 9, BLOCK 13, NEW CITY BLOCK 531, BEING THE SAME TRACT AS DESCRIBED IN VOLUME 8549, PAGE 1190, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set ½" iron rod in the easterly R.O.W. line of N. Olive St. (a Variable Width R.O.W.) for the northwest corner of the herein described tract, the southwest corner of a tract known as the West 150' of the North 95' of Lot 9 (hereinafter called North Tract);

THENCE along the south line of said North Tract, East, at a distance of 151.77 feet passing a found ½" iron rod, a total distance of 224.60 feet to a point of reference located North 66°10'53" East, a distance of 0.69 feet from a found fence corner for the northeast corner of the herein described tract, the northeast corner of a called 0.196 acre tract as deeded to Joseph Shurgot and Sylvie Shurgot in Vol. 14191, Pg. 1745, Real Property Records of Bexar County, Texas;

THENCE along the west line of said Shurgot Tract, same being the east line of the herein described tract, South, a distance of 99.21 feet (called South, a distance of 97.60 feet) to a set ½" iron rod for the southeast corner of the herein described tract, the southwest corner of a tract known as the South 58' of the East 210' of Lot 10, a point in the north line of a 0.97 acre tract this day surveyed (called Tract 1);

THENCE along the north line of said Tract 1, same being the south line of the herein described tract, West, a distance of 224.60 feet (called West, a distance of 225.65 feet) to a set ½" iron rod in the westerly R.O.W. line of N. Olive St. for the southwest corner of the herein described tract, the northwest corner of a 0.17 acre tract this day surveyed (called Tract 2);

THENCE along said R.O.W., North, a distance of 99.21 feet (called North, a distance of 98.18 feet) to the **POINT OF BEGINNING** and containing 0.51 acres, more or less.

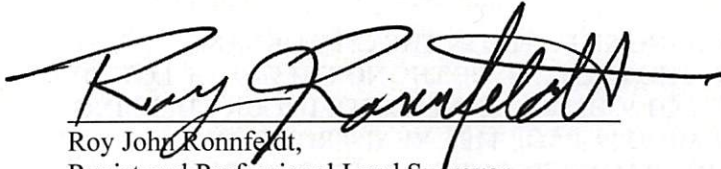
Basis of Bearing: Vol. 8306, Pg. 1530, Deed Records of Bexar County, Texas.

STATE OF TEXAS §

December 14, 2015

COUNTY OF BEXAR §

It is hereby certified that the above description was prepared from an actual survey on the ground of the described tract made under my supervision.



Roy John Ronnfeldt,
Registered Professional Land Surveyor
Registration No. 3520



EXHIBIT B
Center City Housing Incentive Policy

Center City Housing Incentive Policy (CCHIP) Scoring Matrix

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

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

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

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

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

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

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

AN ORDINANCE 2012-06-21-0501

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

* * * * *

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

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

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

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

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

WHEREAS, the CCHIP applies to multi-family rental and for sale housing projects (Projects) within the ICRIP Target Area and eligible Projects will receive City Fee Waivers, SAWS Impact Fee Waivers, Real Property Tax Reimbursement Grants, Inner City Incentive Fund Loans, and Mixed Use Development Forgivable Loans based on the terms outlined in the CCHIP; and

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

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

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

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

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

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

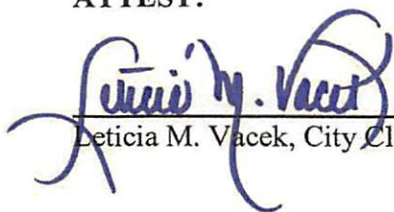
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders,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

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

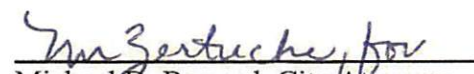
PASSED AND APPROVED this 21st day of June, 2012.


M A Y O R
Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Michael D. Bernard, City Attorney

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

Section 1. Background and Eligibility:

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

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

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

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

Section 2. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Geographic Area

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

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

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

Section 4. Fee Waivers

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

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

Section 5. Real Property Tax Reimbursement Grant

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

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

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

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

Section 6. Inner City Incentive Fund Loan

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

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

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

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

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

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

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

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

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

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

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

Section 7. Mixed Use Forgivable Loan

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

Section 8. CCHIP Exceptions

Any exceptions to the CCHIP require City Council approval.

Section 9. CCHIP Review and Term

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

Section 10. Recapture Provisions

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

Section 11. Administration of the CCHIP

The Center City Development Office will administer the CCHIP.

Section 12. Legal Documents

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

EXHIBIT C
Developer's CCHIP Application



Center City Housing Incentive Program (CCHIP) Application

Applicant Information

Name: Charles Turner Title: CEO
Company: K/T TX Holdings, LLC
Project Role: Developer
Address, City, ST, ZIP: 3425 Highway 6, Suite 110, Sugar Land TX 77478
Phone: (281) 240-9300 Fax: (281) 656-6622 Email: cturner@terramarktx.com

Project Information

Project Owner / Developer: K/T TX Holdings, LLC
Other Associated Entities and Roles: Terramark Urban Homes - Contractors
Project Name: _____
Project Site Address: _____
Start Date: 06/2017 Completion Date: 12/2018
Cost of public improvements: \$45,000.00
Estimated total project cost: \$4,000,000.00 (including public improvements)
Housing units created: 20 ☐ Rentals ☒ For Sale
Housing units per acre: 16
Target rental price per square foot: \$0.00 / Target sales price per square foot: \$185.00
Square feet of retail space: 0 Square feet of commercial office space: 0
Estimated number of new jobs to be created, if any: 1

Geographic Location

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

- ☐ Located in CRAG and Tier 1: Urban Core
☐ Located in CRAG and Tier 2: Near River South, Hemisfair/Cesar Chavez, Near East Side, Near West Side, Civic Core, Medical District
☐ Located in CRAG and Tier 3: River North
☐ Located in CRAG and Tier 4: Midtown
☒ Located in CRAG only and no Tier
☐ Located in a Tax Increment Reinvestment Zone (TIRZ), specifically: None

Project Categories

- | | |
|--|--|
| <input type="checkbox"/> Historic Rehabilitation | <input type="checkbox"/> Brownfield Redevelopment |
| <input type="checkbox"/> Mixed Income (80%-100% AMI) | <input type="checkbox"/> High-Rise Residential Development |
| <input checked="" type="checkbox"/> Adaptive Reuse | <input type="checkbox"/> Student Housing |
| <input type="checkbox"/> Community Use | |
| <input type="checkbox"/> Within ¼ mile of Robert Thompson Transit Center or West Side Multi Modal Center | |

Other Project Features

- | | |
|--|---|
| <input checked="" type="checkbox"/> Low Impact Development | <input type="checkbox"/> Structured Parking |
| <input type="checkbox"/> Mixed Use (at minimum: first floor retail/office) | |

Site Information

City Council District #: 2 Current Zoning: IDZ-H

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

Property ID#: 105316, 105317, 105322 Acreage: 1.25

Current Value: Land: \$ 228,990.00 Improvements: \$ 161,200.00

Additional Information

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

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

2. SAWS Impact Fees (if seeking waiver)

Estimate of water and sewer impact fees: \$ 122,040.00 (must obtain written estimate from SAWS)

Projected time to install water/sewer services: (season and year) Summer 2017

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Equity | <input type="checkbox"/> Housing Tax Credits |
| <input checked="" type="checkbox"/> Conventional Bank Financing | <input type="checkbox"/> HUD Loans |
| <input type="checkbox"/> Other: _____ | |

Required Attachments

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



Pine & Hays Street Bungalows & Neighborhood Commercial

The Childress Memorial Church's property at Olive/Hayes/Pine has been dormant since the February 2013 fire and subsequent demolition. The goal of Terramark is to complete the three tracts which extend from Olive through the block to Pine with infill, single family-detached bungalows. The existing church annex building and parking lot can be repurposed, renovated and find new life as a professional building, behind these new bungalows.

Proposed Details

- 16 Single-Family Homes
- 4 Live/Work
- For Sale, from \$200,000
- 1081sqft/1275 sqft / 1418 sqft
- 1 existing commercial structure renovation (new Terramark Headquarters)


Economic Impact

2015 BCAD value: \$218,010 (exempt)

Anticipated BCAD value after investment: \$4,000,000 - \$4,250,000

Zoning

Current Zoning: IDZ-H (August 4th COSA City Council Approval)


Charles H. Turner, CEO

Zoning Site Plan
June 20, 2016

SITE DATA	
Total Land Area:	1.655 Ac.
Commercial Area:	0.405 Ac.
Residential:	1.250 Ac.
Residential Units:	20
Maximum Density	16.0 / Ac.

LEGAL DESCRIPTION:

Approximately 1.655 acres being Lot 10 or A-10; Lot 12 also known as Lot A-11; and the East part of Lot 13 also known as A-8 and the East 15 feet of part of Lot 4 and all of Lot 4-1/2; and Lot 4 Block 13, NCB 531 San Antonio, Bexar County, Texas

COUNCIL DISTRICT: 2

CURRENT ZONING: R5-H

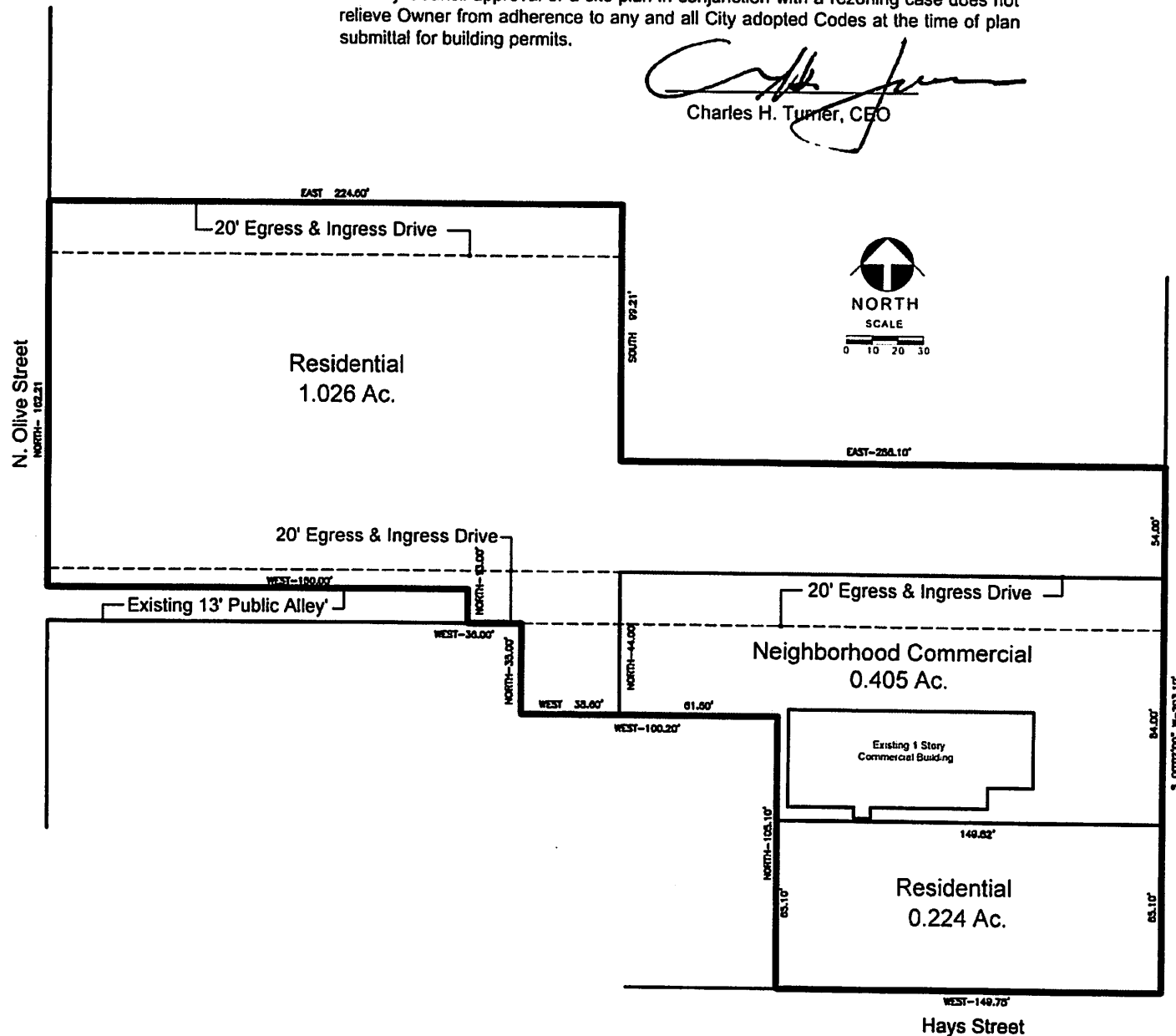
PROPOSED ZONING:

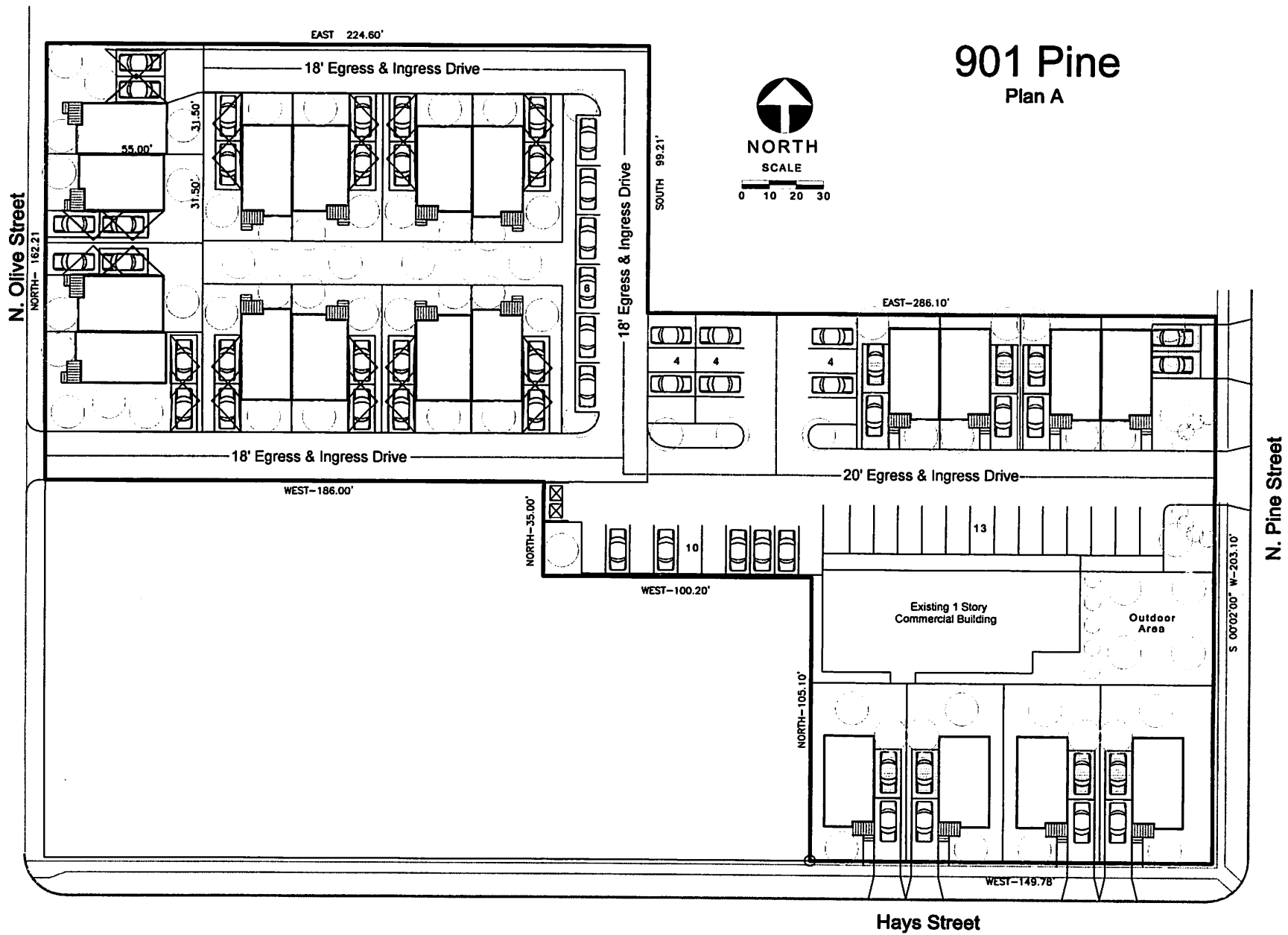
**"IDZ H AHOD" Infill
Development Zone Dignowity
Hill Historic Airport Hazard
Overlay District with uses
permitted for Single-Family
Homes, Live/Work units not
to exceed 16.0 units/acre and
uses permitted in "NC"
Neighborhood Commercial
District**

Owner: K/T TX Holdings LLC

A Project of

Terramark
Urban Homes





901 Pine St.

7/29/2016 Last Updated

Project Development Budget

Phase 1	10
Phase 2	10
Total Homes	20

1,354.90 Avg Sq Ft
1.25 Total Acr.
16.0 Density

Legend	
Phase 1	Phase 2
Mar-17	Mar-17

Project Budget			
	Phase 1	Phase 2	Total
Close Date	Jan-18	May-18	-
Total Square Footage	13,630	13,468	27,098
Lot Cost	\$ 298,500	\$ 298,500	\$ 597,000
Site Demo	\$ 200,000	\$ 200,000	\$ 400,000
Indirect Cost	\$ 52,495	\$ 52,300	\$ 104,795
Construction Cost	\$ 1,272,000	\$ 1,257,720	\$ 2,529,720
Construction Contingency	\$ 32,000	\$ 31,400	\$ 63,400
Landscaping & Patios	\$ 20,000	\$ 20,000	\$ 40,000
Project Management	\$ 100,000	\$ 100,000	\$ 200,000
Misc. & Contingency	\$ 20,255	\$ 20,850	\$ 41,105
Interest	\$ 23,000	\$ 23,300	\$ 46,300
Total Budget	\$ 2,018,250	\$ 2,004,070	\$ 4,022,320
Financing	\$ 1,718,250	\$ 1,704,070	\$ 3,422,320
Equity	\$ 300,000	\$ 300,000	\$ 600,000
Capital Reserve	\$ 12,000	\$ 12,000	\$ 24,000
Total Capital	\$ 312,000	\$ 312,000	\$ 624,000

Forecasted Sales & Profit			
Total Sales Price	\$ 2,536,550	\$ 2,548,516	\$ 4,654,090
Sales Incentive	\$ (45,000)	\$ (45,000)	\$ (24,000)
Sales Commission	\$ (139,510)	\$ (140,168)	\$ (255,975)
Closing Cost	\$ (12,000)	\$ (12,000)	\$ (24,000)
Net Sales Proceeds	\$ 2,340,040	\$ 2,351,348	\$ 4,350,115
Total Cost	\$ (2,018,250)	\$ (2,004,070)	\$ (4,085,734)
Forecasted Profit	\$ 321,790	\$ 347,278	\$ 669,067

EXHIBIT D
CCHIP Agreement Term Sheet



CCHIP Agreement Term Sheet

Pine and Hays Street Bungalows

Project Name and location: The Pine and Hays Street Bungalows project is located on 1.25 acres of property at the site of the former Childress Memorial Church property at Olive St., Hays St., and Pine. These properties are within the Dignowity Hill Neighborhood Association, the ICR/IP, the CRAG, the Greater Downtown Area, and Council District 2.

Project Description: The Pine and Hays Street Bungalows construction consist of 20 for-sale market rate detached single family bungalows for a total estimated project cost of \$4,085,734 with an estimated completion value of \$4,250,000. Construction is scheduled to commence in June 2017 and be complete by December 2018.

Project Developer and POC: Charles Turner, K/T TX Holdings, LLC
(281) 240-9300

Incentive Package per CCHIP	Amount	Program Fees
City Fee Waiver	8,438.29	100.00
SAWS Fee Waiver	61,020.00	100.00
10-year tax increment reimbursement grant	140,875.00	1,500.00
- Located in CRAG		
- 62.6% Rebate		
- Excludes 2015 base value of \$218,080		
- Projected end value of \$4,250,000		
TOTAL INCENTIVES AND PROGRAM FEES	\$210,333.29	\$1,700.00

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. Loans are funded by the Inner City Incentive Fund and are subject to availability.

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

Approvals:

Sarah Esserlieu 10/31/16
Sarah Esserlieu, Program Manager Date

Ramiro Gonzales 11/2/16
Ramiro Gonzales, Redevelopment Officer Date

EXHIBIT E
Evidence of Base Year Ad Valorem Property
Taxes

Report CAP

Property Search Results for 2024/2025 Tax Year

Report

Account

Property ID:	105317	Legal Description:	NCB 531 BLK 13 LOT 12, 4 1/2, E 15 FT OF 4 & E 147.81 FT OF 13
Geographic ID:	00531-013-0081	Agent Code:	
Type:	Real		
Property Use Code:	4600		
Property Use Description:	CHURCH		

Location

Address:	901 N PINE ST SAN ANTONIO, TX 78202	Mapsc0:	617B4
Neighborhood:	NBHD code11810	Map ID:	
Neighborhood CD:	11810		

Owner

Name:	K/T TX HOLDINGS LLC	Owner ID:	2815334
Mailing Address:	3425 HIGHWAY 6 STE 101 SUGAR LAND, TX 77478-4439	% Ownership:	100.00000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$160,670	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$138,060	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$298,730	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$298,730	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$298,730	

Taxation Information

Owner:	K/T TX HOLDINGS LLC
% Ownership:	100.00000000000%
Total Value:	\$298,730

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
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06	BEXAR CO RD & FLOOD	0.017000	\$298,730	\$298,730	\$50.78
08	SA RIVER AUTH	0.017290	\$298,730	\$298,730	\$51.65
09	ALAMO COM COLLEGE	0.149150	\$298,730	\$298,730	\$445.55
10	UNIV HEALTH SYSTEM	0.276235	\$298,730	\$298,730	\$825.20
11	BEXAR COUNTY	0.297500	\$298,730	\$298,730	\$888.73
21	CITY OF SAN ANTONIO	0.558270	\$298,730	\$298,730	\$1,667.72
57	SAN ANTONIO ISD	1.382600	\$298,730	\$298,730	\$4,130.24
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$298,730	\$298,730	\$0.00
Total Tax Rate:		2.698045			
				Taxes w/Current Exemptions:	\$8,059.87
				Taxes w/o Exemptions:	\$8,059.87

Improvement #1

Improvement #1: Commercial State Code: F1 Living Area: 3500.0 sqft Value: \$150,050

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
400	OFFICE	C - A	WD	1980	3500.0

Improvement #2: Commercial State Code: F1 Living Area: sqft Value: \$9,240

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
ASP	Asphalt	* - A		1980	10000.0

Improvement #3: Commercial State Code: F1 Living Area: sqft Value: \$1,380

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
FEN	Fence	S - G		1980	130.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	CSS	Commercial Store Site	1.0062	43829.00	0.00	0.00	\$138,060	\$0

Roll-Back History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2016	\$160,670	\$138,060	0	298,730	\$0	\$298,730
2015	\$0	\$131,490	0	131,490	\$0	\$131,490
2014	\$0	\$19,720	0	19,720	\$0	\$19,720
2013	\$0	\$19,720	0	19,720	\$0	\$19,720
2012	\$0	\$19,720	0	19,720	\$0	\$19,720
2011	\$0	\$19,720	0	19,720	\$0	\$19,720

Deed History (10/18/2016 - 10/18/2016)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
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CHILDRESS MEMORIAL CHURCH
1000 N. 10TH ST.
DALLAS, TEXAS 75201
TEL: 214-742-1234
FAX: 214-742-1235
WWW.CHILDRESSMEMORIALCHURCH.COM

CHILDRESS MEMORIAL CHURCH
1000 N. 10TH ST.
DALLAS, TEXAS 75201
TEL: 214-742-1234
FAX: 214-742-1235
WWW.CHILDRESSMEMORIALCHURCH.COM

EXHIBIT F
Fee Waiver Transmittal

**SAN ANTONIO WATER SYSTEM**

P. O. Box 2449

San Antonio, TX 78298

SERVICE COST ESTIMATEDate July 29, 2016 Applicant Terra Mark Homes

Mailing Address _____

Phone No. _____ Type of Business Residential HomesService Address 901 Pine St Lot/Block/NCB # _____Map No. 168-580 ICL/OCL _____Service Level PZ 4 Plat # _____

	Service 1	Service 2	Service 3
Size	<u>20 - 5/8"</u>	<u>20 Homes</u>	<u></u>

Water Impact Fees	<u>\$91,940.00</u>	<u>\$30,100.00</u>	<u></u>
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Wastewater Impact Fees	<u></u>	<u></u>	<u></u>
------------------------	---------	---------	---------

(If Applicable)

Service Line Fees	<u></u>	<u></u>	<u></u>
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Lateral Fees	<u></u>	<u></u>	<u></u>
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Additional Fees	<u></u>	<u></u>	<u></u>
-----------------	---------	---------	---------

(Local Benefit, Pro-Rata, Fire Flow, etc.)

	<u>\$91,940.00</u>	<u>\$30,100.00</u>	<u>\$0.00</u>
--	--------------------	--------------------	---------------

Total Service Cost Estimate **\$122,040.00**

Remarks: Twenty single family residence are planned to be developed on this property and these fees quoted are at current rate 7.

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

Manuel G. Soto
Counter Services Division
Phone: (210) 233-2009

PLAN FEE ESTIMATOR

Commercial/Residential: RESID ▼

Type of Work: NEW ▼

Tree Affidavit Option: A1 ▼

of Lots: 20

Valuation: 4085734

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

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

Estimate Fees Reset

Minimum Fees Due at Time of Submission:

Minimum Fees Due for Permit Issuance:

PLAN REVIEW FEE	\$1,443.50	PERMIT FEE BUILDING	\$5,573.75
TREE CANOPY - RESIDENTIAL	\$300.00	TECH SURCHARGE	\$167.21
AFFIDAVIT FEE RESID TREE PRESERV	\$700.00	DEV SVC SURCHARGE	\$167.21
TECH SURCHARGE	\$43.31		
DEV SVC SURCHARGE	\$43.31		