VZ
5/01/14
Item No. 17

AN ORDINANCE 2014-05-01-0286

APPROVING AMENDMENTS TO THE MISSION DEL LAGO TIRZ #6 AGREEMENT WITH DEVELOPER MISSION DEL LAGO, LTD, AND THE PROJECT AND FINANCING PLANS, AND AUTHORIZING A DEVELOPER PARTICIPATION AGREEMENT REQUIRING THE DEVELOPER TO RECONSTRUCT CERTAIN STREETS IN THE SUBDIVISION, INITIALLY FUNDED BY THE CITY WITH A TAX NOTE UP TO $1,700,000 BUT PAID WITH CITY TIRZ INCREMENT FUNDS, IN ORDER TO RESOLVE MATTERS IN DISPUTE WITH THE DEVELOPER; AND AUTHORIZING THE EXTENSION OF TIRZ #6 BY 2 YEARS UNTIL SEPTEMBER 30, 2027.

* * * * *

WHEREAS, in accordance with the Texas Tax Code Chapter 311 ("TIF Act"), on August 19, 1999, the City Council through Ordinance No. 90312 designated the Mission del Lago TIRZ, an 812 acre area located south of Loop 410 along US HWY 281 located in City Council District 3 in order to foster development which would otherwise not occur, and authorized a Development Agreement with Developer Mission del Lago, LTD; and

WHEREAS, the TIRZ Board, at its meetings on December 19, 2013 and April 15, 2014, approved Amendments to the Mission del Lago TIRZ #6 Project and Finance Plans, the Project Development Agreement, Agreements with participating taxing entities, a Developer Participation Agreement, and an agreement to resolve certain matters in dispute between the Developer Mission del Lago, LTD and the City, including the financing of the reconstruction of streets in the Mission del Lago Subdivision; and

WHEREAS, at the December 19, 2013 and April 15, 2014 meetings, the TIRZ Board also agreed to support the City's extension of this TIRZ by two years, until September 30, 2027, in order to provide for continued opportunities for development which would otherwise not occur within the TIRZ; and

WHEREAS, the City recognizes the importance of its continued role in economic development to encourage development which would otherwise not occur within the TIRZ; and

WHEREAS, a public hearing was conducted during the same meeting at which this Ordinance was passed and both the hearing and the meeting were open to the public and public notice of the time, place and purpose of each was given as required by Chapter 551, Texas Government Code and the TIF Act; **NOW THEREFORE**:

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

SECTION 1. City Council hereby approves: (i) Amendments to the TIRZ #6 Development Agreement, Project and Finance Plans; (ii) a Developer Participation Agreement; and (iii) an agreement to resolve certain matters in dispute between the Developer Mission del Lago, LTD and the City, including the financing of the reconstruction of streets in the Subdivision and settlement

of the judgment in the case styled *Virginia Rogers, as Chairperson of the City of San Antonio Tax Increment Reinvestment Zone Number Six v. Leticia Vacek, et al.,* Cause No. 2013-CI-04574, in the 45th Judicial District Court, Bexar County, Texas.

SECTION 2. The City Manager or her designee is authorized to execute the Agreements referenced above and other related documents approved by the City Attorney and needed to carry out the intent of this Ordinance. Copies of the Agreements, in substantially final form, are set out in **Exhibit A**. Copies of the Amended Project and Finance Plans are set out in **Exhibit B**.

SECTION 3. The Termination Date of the TIRZ is extended to September 30, 2027, unless otherwise terminated earlier as result of payment by the City of its maximum contribution of $21,212,813.00 or as authorized or permitted by law.

SECTION 4. The City intends to issue a tax note for up to $1.7 million for street repairs that are referenced in the Developer Participation Agreement. The difference between the tax note and the sum of Developer's contract for street construction will be paid through available tax increment currently in the TIRZ fund. All debt service payments will be paid only from the City's future tax increment.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 1st day of May, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Robert F. Greenblum, City Attorney

Agenda Item:	**17 (in consent vote: 4, 5, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 21, 21A, 21B)**
Date:	05/01/2014
Time:	09:27:33 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving amendments to the Mission Del Lago TIRZ #6 Development Agreement, the Project and Financing Plan, and the Interlocal Agreements with Participating Taxing Entities; and a Developer Participation Agreement for the reconstruction of streets in Unit #8 of the Project to be performed by the Developer, initially funded by the City with up to $1,700,000.00 Tax Notes, but paid with TIRZ Increment, to carry out the terms of an agreement with the Developer Mission Del Lago, Ltd. to resolve matters in dispute; and authorizing the extension of TIRZ #6 by 2 years until September 20, 2027. [Peter Zanoni, Deputy City Manager; John Dugan, Director, Planning and Community Development]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x			x	
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT A

Copies of Agreements

SETTLEMENT AND RELEASE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This Settlement and Release Agreement (hereinafter the "Settlement Agreement") is entered into between and among the CITY OF SAN ANTONIO, a Texas Municipal Corporation (hereinafter the "CITY"), as authorized pursuant to Ordinance 2014-05-01-0286, passed and approved May 1st, 2014; MISSION DEL LAGO, LTD., a Texas limited partnership (hereinafter "MDL" or "Developer"); VIRGINIA ROGERS, as Chairperson of the City of San Antonio Tax Increment Reinvestment Zone Number Six (hereinafter "ROGERS"); and BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER SIX, City of San Antonio, Texas, a tax increment reinvestment zone (the "BOARD"), and approved by the BOARD on the 19th day of December, 2013 (collectively referred to herein as the "Parties"), which Settlement Agreement is set forth as follows:

WHEREAS, on or about March 19, 2013, ROGERS, as Realtor, filed Cause # 2013-CI-04574, Verified Petition for Writ of Mandamus, in the 45th Judicial District, Bexar County, Texas (the "Lawsuit"), seeking relief against LETICIA M. VACEK, City of San Antonio City Clerk (hereinafter "VACEK"); ABRAHAM DIAZ, Liaison, Planning and Community Development Department, City of San Antonio, Texas (hereinafter "DIAZ"); and

WHEREAS, the CITY and MDL entered into a Development Agreement pursuant to Ordinance No. 2006-06-29-0801, passed and approved by the CITY on the 29th day of June, 2006 (hereinafter the "Development Agreement") for reimbursement of tax increment funds to MDL for eligible expenses incurred for the construction of public infrastructure within Tax Increment Reinvestment Zone Number Six (hereinafter the "TIRZ"); and

WHEREAS, MDL has asserted claims against the CITY seeking payment of invoices for reimbursement of TIRZ-related project expenses incurred in connection with the Development Agreement (hereinafter the "MDL Claim"); and

WHEREAS, the Parties hereto desire to resolve all claims and causes of action which exist among them of any kind whatsoever and in any way related to the Lawsuit and the MDL Claim, amicably and without further litigation. This Agreement shall not constitute nor be construed to be

an admission on any part by any of the Parties to this Agreement or the parties to the Lawsuit, nor as evidencing or indicating any admission of the truth or correctness of any claims asserted by the Parties to this Agreement or the parties to the Lawsuit;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, including the recitals set forth above, the receipt and sufficiency of which are hereby formally acknowledged, the Parties agree as follows:

1. Developer will assure all future purchasers of land/lots from Developer in the project will be bound by contractual provisions that require all future building permits and plans for single-family residences must be Universal Design compliant and clearly stamped or printed "Universal Design" by the builder and its architect. Developer will execute, within 30 days of the finalization of this Agreement, a restrictive covenant, for recording in the Bexar County real property records, to run with the land as to all real estate parcels owned by the Developer in the TIRZ, obligating any developer, purchaser, successor, or assign, to comply with City's Universal Design Policy on all improvements installed as required by City Code, Chapter 6, Article XII, and shall provide a right of redress to both the City and Developer in the event of non-compliance. Developer shall provide legal descriptions of all real estate parcels within the TIRZ to which the covenant shall apply.

2. Any UD non-compliant homes completed before the date hereof will be waived from UD compliance.

3. City of San Antonio staff will recommend financing of a tax note, in an amount not to exceed $1.7 million, backed by City's full faith and credit, toward street reconstruction/repair/crack seal in Unit 8, the scope of work to be agreed to by the engineers (George Weron and Mike Rogers) and to be performed in conformity with City standards. The total amount of the note will also be offset by the amount of City's increment of TIRZ funds deposited in 2013, and payable to the Developer in 2014, pursuant to the terms of this Agreement.

4. The principal and interest payments due on the tax note shall be paid over seven years from the City's tax increment applicable to this TIRZ, at a fixed interest rate set at the time of the sale of the tax note. City shall facilitate the payment of the principal and interest payments due on the tax note exclusively from the City's tax increment as a first priority and prior to any other payments paid using said City increment from the TIRZ fund.

5. Developer will obtain at least three bids for street reconstruction/repair/crack seal in Unit 8, subject to scope of work agreed to by the engineers (George Weron and Mike Rogers) and in conformity with City required standards. The street reconstruction/repair/crack seal shall be undertaken by Developer or a contractor on behalf of Developer as a Private Project under a Developer Participation Contract subject to City approval. The City shall expedite plan review at no cost. The work under this paragraph may not be undertaken by the original contractor for the Unit 8 streets.

6. The currently held TIF funds shall be applied towards the remainder of the street reconstruction/repair/crack seal costs only after application of the tax note discussed in Paragraph 3 above. If the bid amount is less than $2.8 million, Developer shall receive the difference between the $2.8 million and the bid amount, up to the total amount currently held in TIRZ funds up to March 2013, in accordance with the standard TIF procedures for payment on invoices that have been previously approved for reimbursement. Said difference shall be paid directly to the Developer within 15 days of the signed contract with the contractor for street repair/reconstruction/crack seal being delivered to the Director of the City's Planning and Community Development Department.

7. The tax note funds, the City's increment of TIRZ funds payable in April/May 2013, and the applicable portion of the currently held TIRZ funds accrued prior to April/May 2013 necessary to make up the difference between $1.7 million and the accepted bid price shall be held on account by the City for payment of all construction invoices associated with the required Unit 8 street reconstruction/repair/crack seal. Payments under the contract shall be made through the City's Primelink system.

8. Developer shall receive TIRZ funds payable in April/May 2013, less the amount of the City's increment ($339,506.52) which shall be placed in the account referenced in Paragraph 7 above and applied to the cost of the street reconstruction/repair/crack seal project. Payment of the balance of the April/May 2013 TIRZ accrual shall be made within 30 days of finalizing the Agreement. All future TIRZ funds obtained shall be distributed in accordance with the standard TIRZ procedures, less the amount required of the City's increment for each accrual, which shall be applied to pay principal and interest payments due on the tax note as set forth in Paragraph 3 above.

9. All street reconstruction/repair/crack seal made pursuant to #3 above must include a 2 year warranty bond and be constructed in accordance with current City standards.

10. If the TIRZ Board makes a recommendation to City Council to extend the TIRZ by 2 years, City staff will recommend approval to City Council and the other participating taxing

entities within 60 days from said recommendation by the Board; and City will facilitate a Board meeting within 45 days for consideration of the recommendation.

11. Developer and ROGERS will immediately dismiss with prejudice the mandamus proceeding in *Virginia Rogers, as Chairperson of the City of San Antonio Tax Increment Reinvestment Zone Number Six v. Leticia Vacek, City of San Antonio City Clerk and Abraham Diaz, Liaison, Planning and Community Development Department, City of San Antonio, Texas*, Cause No. 2013-CI-04574.

12. The City of San Antonio will post and facilitate the holding of at least one Mission Del Lago TIRZ Board meeting per year and as otherwise needed.

13. Release of Claims by MDL and ROGERS

MDL and ROGERS, for and on behalf of themselves, all related companies, partnerships or joint ventures, with respect to each of them, their predecessors and successors, do hereby, RELEASE, ACQUIT and FOREVER DISCHARGE the City of San Antonio, its Council members, officers, directors, assigns, representatives, agents, or employees, including VACEK and DIAZ, of and from any and all claims, damages, demands, liability, lawsuits, actions or causes of action, costs, losses, expenses, compensation and/or obligations, whether known or unknown, at law or in equity, which MDL and/or ROGERS have or may have against the City arising from or related in any way whatsoever to the MDL Claim and/or the Lawsuit as a whole that MDL and/or ROGERS may have incurred or accrued up to the date of this Agreement. It is the express intent of MDL and ROGERS that this Agreement operate as a bar to any subsequent proceedings with respect to any claims, causes of action or lawsuits arising from or related to the MDL Claim or the Lawsuit, perceived or actual, that MDL and/or ROGERS may have incurred or accrued up to the date of this Agreement.

14. The City is specifically reserving any and all claims, damages, demands, liability, lawsuits, actions or causes of action, costs, losses, expenses, compensation and/or obligations related to or arising out of any work, work product, services, or other product created under or services performed pursuant to the Development Agreement and/or the Developer Participation Contract.

Miscellaneous Provisions

15. It is understood and agreed by the Parties to this Agreement that it is executed for the sole purpose of compromising and settling the matters involved in and associated with the Claim and the Lawsuit, and it is expressly understood and agreed, as a condition of the compromise, that this Agreement shall not constitute or be construed to be an admission on any part of the City or as evidencing or indicating any admission of the truth or correctness of the Claim asserted and/or the allegations of the Lawsuit. This Agreement is a satisfaction and accord of disputed claims relating to and arising out of the Claim and the Lawsuit.

16. The Parties understand and agree that any legal fees or costs expended shall be borne by the party incurring the same.

17. The Parties acknowledge that the terms of this Agreement have been negotiated by the Parties hereto and that they have had the opportunity to review this settlement agreement for themselves and with their attorneys. By the execution hereof, the Parties hereto expressly warrant that they have read the Agreement, understand its terms, and are signing this Agreement of their own free will.

18. In making this Agreement, it is understood and agreed that the undersigned have relied wholly upon their own respective judgment, belief and knowledge of the nature, extent, and duration of any damages, as well as any liability question involved, the undersigned have not been influenced to any extent whatsoever in making this release by any representations or statements or any other matters made by the municipality, persons, firms, or corporations hereby released or by any person representing or acting for them, and that regardless of whether any representations have been made by any Party or any agent of any Party, the Parties hereto are entering into this Agreement based solely upon the terms contained herein. All Parties hereto expressly disclaim any and all past or oral representations made by such Parties or their agents. This Agreement reflects the entire agreement of understanding between the Parties with respect to the foregoing subject matter.

19. MDL represents and warrants that it is the sole and lawful owner of all right, title and interest in and to every claim and other matter that MDL is purporting to release or settle by this Agreement and that MDL has not previously assigned or transferred, either by act or operation of law, to any party or entity, any claim or other matters released by this Agreement. ROGERS represents and warrants that she is the sole and lawful owner of all right, title and interest in and to every claim and other matter that ROGERS is purporting to release or settle by this Agreement and that ROGERS has not previously assigned or transferred, either by act or operation of law, to any party or entity, any claim or other matters released by this Agreement. It is further understood and specifically agreed that in the event that City is subjected to further claim, whether in law or in equity, by any person, firm, corporation or other entity, acting under any actual or purported right or subrogation, or assignment, MDL and ROGERS, whose claim such person asserts, will indemnify, hold harmless and defend the City from any such claim or demand.

20. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, insurers, sureties, administrators, legal representatives, corporations, partnerships, entities, successors or predecessors, directors, officers, employees, servants, assigns, attorneys or any one in privity with any of them.

21. The Parties agree that they will execute such other and further instruments as are or may become necessary or convenient to effectuate and carry out this Agreement, including, but not limited to: First Amendment to Development Agreement, Restrictive Covenant, Developer Participation Contract, Agreed Dismissal of Lawsuit, and related TIRZ documents.

22. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are to be performed in Bexar County, Texas. Any actions arising out of this Agreement shall be brought in the State District Court of Bexar County, Texas.

23. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

24. If any action in law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other Party(ies), which fees may be set by the Court in the trial of such action, or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

25. In the event that this Agreement, or any provisions hereof, is construed or determined to be ambiguous by any court of law or arbitrator, then in that event, the Parties agree that each Party has contributed to the preparation of this Agreement and have jointly written or composed the clauses herein contained and that no Party hereto shall be given any advantage over the other Parties under the laws of construction of instruments based upon the authorship hereof.

26. Any person signing this Agreement on behalf of any type of legal entity, including, but not limited to, a corporation, partnership, limited partnership or joint venture, represents and warrants that the person signing has actual authority to sign this Settlement Agreement in order to bind the legal entity he or she represents, and further warrants that the legal entity has taken all internal actions necessary or appropriate to bind the legal entity to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Settlement and Release Agreement to be executed by their duly authorized representatives as of the latter date set forth below.

CITY:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation
By and through its General Partner,
MDL, Inc., a Texas Corporation

_____
Roderick J. Sanchez
Director, Development Services

DEVELOPER:

MISSION DEL LAGO, LTD.,
A Texas Limited Partnership,

_____
Name:_____
Title:_____

ATTEST:

_____
Leticia M. Vaceck
City Clerk

BOARD OF DIRECTORS
TAX INCREMENT REINVESTMENT ZONE NUMBER SIX, CITY OF SAN ANTONIO, TEXAS

_____
Name:_____
Title:_____

APPROVED AS TO FORM:

_____
Robert F. Greenblum
City Attorney

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of CITY OF SAN ANTONIO, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2014, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

My Commission expires:_____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of MISSION DEL LAGO, LTD., a Texas Limited Partnership, by and through its General Partner, MDL, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2014, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

My Commission expires:_____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared VIRGINIA ROGERS, CHAIRPERSON OF CITY OF SAN ANTONIO TAX INCREMENT REINVESTMENT ZONE NUMBER SIX, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2014, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

My Commission expires:_____

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared VIRGINIA ROGERS, BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER SIX, CITY OF SAN ANTONIO, TEXAS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she has executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this _____ day of _____, 2014, to certify which witness my hand and seal of office.

_____
Notary Public, State of Texas

My Commission expires:_____

DEVELOPER PARTICIPATION CONTRACT
SAN ANTONIO, TEXAS
MISSION DEL LAGO TIRZ #6
UNIT 8 STREET RECONSTRUCTION PROJECT

THIS DEVELOPER PARTICIPATION CONTRACT ("Contract") entered into as of May 9, 2014 (hereinafter the "Effective Date") by and between **THE CITY OF SAN ANTONIO, TEXAS,** a Texas municipal corporation ("City"); **BOARD OF DIRECTORS OF MISSION DEL LAGO TAX INCREMENT REINVESTMENT ZONE #6** ("Board"), and approved by the BOARD on the 19th day of December, 2013; and **MISSION DEL LAGO, LTD.,** A Texas Limited Partnership ("Developer"), pursuant to Ordinance No. 2014-05-01-0286 passed by City Council on May 1, 2014, is set forth below as follows:

RECITALS

WHEREAS, by Ordinance Number 90312, dated August 19, 1999, pursuant to the Tax Increment Finance Act, Chapter 311 of the Texas Tax Code, as amended ("Act"), City created Tax Increment Reinvestment Zone #6 ("Zone") known as the Mission del Lago TIRZ in accordance with the Act, to promote development and redevelopment of the Zone Property (*as defined within Ordinance Number 90312*); and

WHEREAS, on or about July 24, 2006, by Ordinance 2006-06-29-0801, City, Board and Developer entered into that certain Development Agreement for reimbursement to the Developer of eligible Project Costs as such term is defined in the Development Agreement, in accordance with the requirements of the Development Agreement, related to the development of the Mission del Lago subdivision; and

WHEREAS, City has notified Developer of street failures in Unit 8 of the Mission del Lago subdivision, for which Developer has previously been reimbursed as Project Costs under the Development Agreement; and

WHEREAS, Developer, Board, and City have agreed to enter into a Settlement and Release Agreement effective May 9th, 2014, authorized pursuant to Ordinance No. 2014-05-01-0286 ("Settlement Agreement"), which Settlement Agreement includes, in part, Developer's performance of this Contract for funding of the Unit 8 Street Reconstruction Project in Mission del Lago subdivision ("Street Reconstruction Project"), as more particularly detailed in **Exhibit A**, Street Reconstruction Project Scope, and **Exhibit "B"**, Map of Unit 8 Streets; and

WHEREAS, in July 2013 Developer entered into an "Agreement for Sale and Purchase" with Southstar Development Partners, Inc., for the purchase of the Developer's assets and an Operating Agreement delegating authority to Southstar to serve as their "Operating Agent", which for purposes of this Contract shall also be referred to as Developer's Representative; and

WHEREAS, this Contract is only intended to address the Unit 8 Street Reconstruction Project in Mission del Lago subdivision;

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties intend to be legally bound and do hereby convent and agree as follows:

A. DEFINITIONS

Certain terms used in this Contract (defined below) shall have the meanings set forth as follows:

1. "City's Representative" means the Director of Development Services Department or such other person as the City Manager may designate.

2. "Contract" means this Developer Participation Contract between the City, Board, and Developer.

3. "Contract Documents" means this Contract and **Exhibit A**, Street Reconstruction Project Scope, and **Exhibit B**, Street Map of Unit 8.

4. "Construction Documents" means the plans, specifications, and estimates for the Street Reconstruction Project which shall be provided by Developer pursuant to the terms of this Contract. The Construction Documents shall illustrate the dimensions, materials, methods of construction, and other details of the Street Reconstruction Project. A description of the Construction Documents is provided in **Exhibit C**.

5. "Developer's Share" means 100% of the total Unit 8 Street Reconstruction Project Costs.

6. "Developer's Representative" means KFW Engineering.

7. "Director" means the Director of Development Services or such other person as the City Manager may designate.

8. "Street Reconstruction Project" means the public works infrastructure improvements consisting of reconstructing, repairing and/or crack sealing as needed to the streets in Unit 8 of the Mission del Lago subdivision, as more particularly set forth in **Exhibits A and B**, to be completed by Developer pursuant to the Construction Documents.

9. "Street Reconstruction Project Costs" means all costs and expenses incurred by Developer with respect to the Street Reconstruction Project in accordance with this Contract, including, without limitation, (a) all costs to prepare the Construction Documents, including, but not limited to, all engineering fees and expenses for all studies, estimates of probable costs and other work performed by the Street Reconstruction Project Engineer; (b) all costs of preparing any necessary environmental reports; (c) all legal fees; (d) all costs and expenses to construct the Street Reconstruction Project, including new drainage if required; (e) a Developer fee of 10%; (f) all required permits and licenses; and (g) all other reasonable and necessary fees and expenses related to the Street Reconstruction Project.

10. "Street Reconstruction Project Engineer" means KFW Engineering.

11. "UDC" means Chapter 35 of the City Code of the City of San Antonio, Texas entitled Unified Development Code as amended from time to time.

12. "Work" means the construction of the Street Reconstruction Project by Developer in Unit 8 of the Mission del Lago subdivision in accordance with the Construction Documents and as provided herein.

B. CONTRACT PROVISIONS

1. BACKGROUND.

(a) Developer shall construct the Street Reconstruction Project on the Unit 8 Property of the Mission del Lago TIRZ. Developer shall perform, or cause to be performed, the construction and necessary associated work shown in **Exhibits A, B, and C**. City will have the right to review and approve the final Street Reconstruction Project plans and budget prior to commencement of construction. The Developer shall pay the Developer Share towards the Street Reconstruction Project to be constructed by Developer in accordance with the Settlement Agreement.

(b) The obligations of the Parties are contingent on the pending issuance by the City of a tax note in an amount not to exceed $1,700,000.00 plus interest.

(c) Unless terminated earlier in accordance with this Contract, the term of this Contract starts upon execution by all the Parties of this Contract and the Settlement Agreement and ends on December 31st, 2014, unless otherwise agreed to by the parties.

2. CONSTRUCTION.

(a) Developer shall commence construction of the Street Reconstruction Project within 60 days after the later of (i) approval of the Construction Documents by the Director, (ii) receipt by Developer of all governmental and regulatory permits and approvals required in connection with the construction of the Street Reconstruction Project (the "Permits"), and (iii) receipt of three qualifying bids which enable construction of the Street Reconstruction Project. Developer's obligation to commence construction of the Street Reconstruction Project is conditioned upon the receipt by Developer of the Permits and construction bids on such terms and conditions as Developer may deem to be acceptable in Developer's reasonable discretion. City agrees to use its best efforts (without cost or expense to City) to expedite obtaining and assisting Developer in obtaining the Permits. Without limiting the foregoing, City agrees to use its best efforts (without cost or expense to City) to expedite applying for and obtaining all requisite approvals from any regulatory authority in connection with the construction of the Street Reconstruction Project. *City shall provide temporary construction right-of-access to the Unit 8 streets for Construction of the Street Reconstruction Project, and shall execute a temporary right-of-access agreement in a form acceptable to City.* Construction of the Street

Reconstruction Project shall at all times be performed in a good and workmanlike manner in accordance with the Construction Documents using only new, high-quality materials as specified in the Construction Documents. Any variations from the Construction Documents shall require approval by City's Representative, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event change orders are necessary in connection with the construction of the Street Reconstruction Project, Developer shall submit the same to City's Representative for City's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon written approval of any change order by both Developer and City's Representative, the Street Reconstruction Project Costs shall be adjusted accordingly.

(b) With respect to Street Reconstruction Project Costs, which are not to exceed $1,700,000.00 in total, Developer may, at its option, submit periodic draw requests to City during the engineering and construction of the Street Reconstruction Project, for payment of completed engineering or construction of the Street Reconstruction Project since the last periodic draw request. All draws shall be submitted through City staff for final approval. Prior to submittal of the first draw, Developer will submit a schedule of values for payment to be approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Any changes to the schedule of values once approved will be processed and approved as task orders through the portal.

(c) The construction documents between the Developer and the contractor(s) do not have to be in any specific form. Developer shall enter into a contract (the "Construction Contract") for construction of the Street Reconstruction Project with a qualified licensed contractor selected by Developer (the "Contractor"); however, the Contractor shall not be the same contractor that originally constructed the streets in Unit 8. Once commenced, Developer shall use commercially reasonable efforts to cause construction of the Street Reconstruction Project to be prosecuted diligently and continuously by the Contractor in accordance with the Construction Contract until completion in accordance with the Construction Documents, as certified jointly by the Street Reconstruction Project Engineer and the Director. The Director shall have the authority to accept the Street Reconstruction Project on behalf of City, and City shall accept ownership and maintenance of the Street Reconstruction Project upon approval of the completed Project by the Director. The Street Reconstruction Project may be designed and built in stages as Developer may determine subject to City's reasonable approval. Developer's obligation to complete the Street Reconstruction Project shall be suspended or delayed as reasonably necessary as a result of any failure or delay in obtaining any of the easements, consents or approvals described in paragraph 2 of this Article B.

(d) Developer will provide the construction schedules for the Street Reconstruction Project in accordance with the City's procedures.

(e) PREVAILING WAGE RATE. The provisions of Chapter 2258, Texas Government Code, shall expressly be made a part of the Construction Contract. In accordance therewith, the City will provide Developer/Contractor with a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform the Construction Contract, and this schedule will become a part of the Construction Contract.

Developer agrees that its construction contractor performing work on the Project will comply with City Ordinance No. 71312 and its successors such as Ordinance No. 2008-11-20-1045 and will require subcontractors to comply with City Ordinance 71312 and its successors such as Ordinance No. 2008-11-20-1045 and shall not accept affidavits. Developer is required, and shall require its construction contractor and all subcontractors to comply with each updated schedule of the general prevailing wage rates in effect at the time the Developer calls for bids for construction of a given phase. Developer is further required to cause the latest prevailing wage determination decision to be included in bids and contracts with the Developer's general contractor and all subcontractors for construction of each Phase and shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid. City will audit certified payroll records as deemed necessary by City to confirm compliance with this Agreement. Should the City or its auditors find any wage violations, the Developer shall forfeit as a penalty to the City $60 for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the Contractor or any sub-contractor under it. The establishment of prevailing wage rates pursuant to Chapter 2258, Texas Government Code, shall not be construed to relieve the Developer/Contractor from its obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed under the Construction Contract.

(f) Prior to the commencement of construction, Developer shall cause the Contractor to provide City with (i) payment and performance bonds in the total amount of the Construction Contract in accordance with and in satisfaction of Section 212.073 of the Texas Local Government Code, reflecting the City as beneficiary thereunder (it being understood and agreed that Developer itself shall have no obligation to provide bonds other than the bonds to be provided by Contractor); and (ii) insurance certificates showing the City as a named insured in types and amounts reasonably required by the City's Risk Management Department. The foregoing shall remain in force and effect throughout the course of construction of the Street Reconstruction Project.

(g) The Construction Contract shall prohibit third-party beneficiaries other than City, which shall be specifically designated as a third-party beneficiary. The Construction Contract shall not be assignable by the Contractor and shall provide City access to the Street Reconstruction Project at all reasonable times for inspection purposes. The Contractor acknowledges that it has read this Contract and understands that City has certain rights hereunder and pursuant to the Construction Contract. "As-Built" Plans shall be provided to the City no later than 60 days after completion of the Street Reconstruction Project, as jointly certified by the Street Reconstruction Project Engineer and the Director.

(h) During construction of the Street Reconstruction Project, Developer shall provide the Director with quarterly status reports showing the percentage of completion of the Work and expenditures incurred in connection with the construction of the Street Reconstruction Project, all in accordance with current project management practices of the City. In all cases, it is Developer's sole responsibility to connect to the COSA PRIME Link, at no cost to the City.

3. **INSPECTIONS**. The Street Reconstruction Project shall be accessible at all reasonable times to the Director for his/her designee for inspection. The Developer acknowledges that any inspections performed by City during the course of construction for purposes of this Contract (as opposed to routine building and construction inspections performed by City for permitting and acceptance purposes common to all similar construction projects) are for the benefit of City only and may not be relied upon by others, be claimed by Developer as an approval by City, a permit granted by City, a waiver by City, or used for any purpose by Developer, the Contractor, or any third party. Developer further acknowledges that Developer and Contractor are required to perform their own inspections, and inspections by City do not address any obligations of Developer or others. Subject to the foregoing, City shall promptly notify Developer of any defects or non-conformances discovered during any City inspection.

4. **CONSTRUCTION DOCUMENTS**. Developer shall provide City with a complete set of Construction Documents meeting the requirements of this Contract and in conformance with applicable local, state and federal codes and regulations and customary engineering practices. The Construction Documents shall be prepared by and bear the seal of the individual engineer working on behalf of the Street Reconstruction Project Engineer. Construction of any part of the Street Reconstruction Project shall in no event commence prior to City approval of the Construction Documents for that part of the Street Reconstruction Project. Developer shall cause the Street Reconstruction Project Engineer to commence preparation of the Construction Documents promptly upon completion of engineering and design, and to diligently continue same to completion.

5. **WARRANTY**. If the Work is found to be defective, either wholly or in part, and/or found to be non-conforming with the Contract Documents and/or the Construction Documents during the 24-month period following completion of the Street Reconstruction Project as defined in the Construction Contract, City shall immediately give Developer written notice thereof specifying the defect and/or non-conforming Work with particularity. Developer shall correct such defective or non-conforming Work within 30 days of notice thereof given by City, or within such longer time as may be reasonably necessary, provided Developer is working diligently and continuously towards a cure. If Developer fails to so cure such defective or non-conforming Work, then City may, at its own expense, correct such defective or non-conforming Work by City's own crews or by outside contractors, at City's option, and the reasonable cost of such correction shall be deemed to be sums due City by Developer, and may be offset against any outstanding sums due by City to Developer under this Contract or under the Development Agreement. The cost of City crews shall be determined by prevailing market rates for performing the work required to correct such defects and/or non-conforming work. At the end of said 24-month period, all available product, workmanship, and material warranties, including all warranties given by Contractor, shall be assigned to City, to the extent assignable. This provision shall survive termination of this Contract.

6. **DEFAULT**. Upon the occurrence of a default by Developer in the performance of its obligations and the failure of Developer to cure such default within 30 days following receipt of written notice of default from City (or such reasonably longer time as may be necessary provided the Developer commences the cure within 30 days and continuously and diligently pursues the

cure to completion) (a "Default"), City shall have the right to terminate this Contract and the TIRZ Development Agreement, as amended.

In the event of Default by Developer, City may require Developer to cease construction and City may, at its option, take over construction of the Street Reconstruction Project with its own contractor. This Contract shall operate as an agreement by Developer to allow City access to Mission del Lago subdivision as necessary to complete the Street Reconstruction Project in accordance with the Contract Documents. These remedies are in addition to any money damages and/or legal, equitable and/or other contract rights City may have in the event of a Default; provided that it is expressly agreed that neither Party shall have the right to seek consequential, special, or punitive damages against the other for any default under this Contract.

7. RECORDATION. This Contract may be filed and recorded in the real property records of Bexar County, Texas, without the prior written approval of the Parties.

8. REPRESENTATIONS and WARRANTIES. Developer, City, and Board represent, warrant, certify, and agree that neither this Contract, nor the Contract Documents, nor any part of the relationship among the Parties shall be construed in any way or operate as creating a joint venture, partnership, or other business entity among Developer, City, and/or Board.

9. ASSIGNMENT. Developer may not assign its rights or obligations under this Contract without the prior written consent of City. Any such assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy or otherwise, without the prior written consent of City, shall, at City's option, be of no force and effect whatsoever. Any consent to such assignment or transfer shall not constitute a waiver of any of the restrictions of this section, and the provisions of this section shall apply to each successive assignment or other transfer hereunder, if any. Any and all future assignees must be bound by all terms and/or provisions and representations of this Contract as a condition of assignment.

10. INDEMNITY. Developer covenants and agrees to FULLY REIMBURSE, INDEMNIFY, and HOLD HARMLESS, City, the Board, and the elected officials, agents, employees, officers, directors, volunteers, contractors, subcontractors, consultants, sub consultants and representatives of City individually or collectively, (collectively, the "City Parties") from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal injury death and property damages, or environmental claims (the "Damages") made upon City, arising out of or resulting from Developer's negligent activities or omissions under this Contract, including any negligent acts or omissions of any agent, officer, director, representative, employee, consultant, subconsultant, licensee, sublicense, contractor or subcontractor of Developer, and their respective officers, agents, employees, directors and representatives (collectively, "Developer Parties") while in the exercise of the performance of the rights or duties under this Contract, and in the case of any environmental claim without limitation to whether such claim results from the acts or omissions of the Developer all without, however, waiving any governmental or sovereign immunity available to City under Texas law and

without waiving any defenses of the Parties under Texas law. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, OR THE CITY PARTIES IN SUCH INSTANCE WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IN THE EVENT DEVELOPER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Developer shall promptly advise City in writing of any claim or demand against City of Developer known to Developer and related to or arising out of Developer Parties' negligent activities or omissions under this Contract, and shall see to the investigation and defense of such claim or demand at Developer's costs. Notwithstanding any condition imposed by a policy of insurance to which Developer and City are named, City shall retain the right, at tits option and at its own expense, to participate in such defense provided by any insurance or self-insurance of Developer under this paragraph without relieving Developer of any of its obligations under this paragraph.

To the extent provided by law, City shall be responsible for all claims, demands, and causes of action against City arising in favor of any person, because of personal injuries or death or damage to property, occurring, growing out of, or incident to, related to or resulting directly or indirectly from, the occurrence of activities or omission of activities contemplated by this Contract, caused by the negligence of City and/or any of the City Parties.

11. NON-DISCRIMINATION. As a Party to this contract, Developer understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

12. CONFLICTS BETWEEN DOCUMENTS. In the event of any conflict between the Exhibits and the terms and provisions of this Contract, the terms and provisions of this Contract shall control. Further, to the extent language in the Settlement and Release Agreement, the Developer Participation Agreement, and the Development Agreement are inconsistent, the language of the Development Agreement shall control.

13. WAIVER. It is understood and acknowledged that City exercises no control over the means of accomplishing the Work. No approval by City shall impose any liability on City for any risk or damage to persons or property or the City Property or shall imply or guarantee any drainage implications or the operation of the drainage facilities to the Parties, any other third party or otherwise.

14. ATTORNEY'S FEES. If any of the Parties commence an action against the one or other to enforce any of the terms of this Contract or for damage relative to this Contract, the losing Party shall pay to the prevailing Party the court ordered costs and expenses incurred in connection with the prosecution or defense of such action, including reasonable attorneys' fees and all other costs of suit.

15. NOTICES. Any notice required or permitted to be given under this Contract shall be in writing and shall be (1) mailed by certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service, to the respective Party's address listed below:

If to Developer:
Mission del Lago, Ltd.
Attention: Virginia Rogers
2928 Manor Road
Austin, Texas 78722

With a copy to:
Southstar Development Partners, Inc.
255 Alahambra Circle, Ste. 325
Coral Gables, FL 33134

KFW Engineers
14603 Huebner Road
San Antonio, TX 78230

If to City:
City of San Antonio
Attn: Director of Development Services
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Attn: City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966

If to Board:
City of San Antonio
Department of Planning & Community Development
Attn: Tax Increment Financing Program
P.O. Box 839966
San Antonio, Texas 78283-3966

Any communications so addressed and mailed shall be deemed to be given on the earliest of: (a) when actually received or delivered; (b) when proof of return of certified mail is received; or (c) on the first business day after deposit with an overnight air courier service, if proof to the address of the intended addressee is provided. Each Party has the right to change its address at any time by giving at least 15 days written notice to the other Parties.

16. THIRD PARTY BENEFICIARIES. Except as provided in Section B.2(g), *supra*, there shall be no third-party beneficiaries to this Contract.

17. PARTIAL INVALIDITY. Any provisions or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties and construed as close as reasonably possible to their original intent.

18. AUTHORITY. The persons signing on behalf of each of the Parties to this Contract represent that they each have the authority to bind their respective Party to this Contract. The signature of this Contract or any document on behalf of City is subject to passage of an ordinance approving the authority of such signatory.

19. GENDER, NUMBER & OTHER TERMS. Where the context of this Contract permits, the singular shall include the plural, the plural the singular, and the masculine shall include the neuter and feminine. Any captions are for ease of reference only and shall not be used to limit any section of this Contract.

20. GOVERNING LAW & VENUE. This Contract will be construed and interpreted under and be governed and enforced according to the laws of the State of Texas. Venue for any legal proceeding arising out of or in connection with this Contract will be in Bexar County, Texas.

21. AMENDMENTS. Any modification or amendment to this Contract must be in writing and agreed to by all the Parties. This Contract cannot be modified orally or by course of conduct or dealing. No action or inaction short of a written amendment on the part of any of the Parties may act as a waiver of any condition herein.

22. COUNTERPARTS. The Contract Documents may be executed in counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

23. FORCE MAJURE. If the Developer or City is unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed under this Contract, the time for the performance of such covenant, agreement, obligation or undertaking so delayed shall be extended for the period of such delay. The Party claiming force majeure will make reasonable attempts to remedy the effects of the force majeure and continue performance under this Contract with all reasonable dispatch. The term "force majeure" as used in this section includes acts of God, acts of terrorism, strikes, lockouts, or other industrial disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, accidents, or repairs to machinery or pipes, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities, or other causes, whether or not of the same kind as specifically enumerated, not within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to overcome. If the Developer's contractor suffers any event of "force majeure," such event shall likewise constitute force majeure with respect to Developer.

24. ENTIRE AGREEMENT. The terms of this Contract are intended to be a final expression of the Parties' agreement and may not be contradicted by evidence of any prior or contemporaneous statements, representations, agreements or understandings, whether written or oral. This Contract including the Exhibits listed below constitutes the complete and exclusive

statement of the Parties' intent and no extrinsic evidence may be introduced in any proceeding involving the Contract Documents.

Exhibits: Exhibit A – Mission del Lago, Unit 8 Street Reconstruction Project Scope
Exhibit B – Map of Unit 8 Streets
Exhibit C – Construction Documents

Signatures on next page

IN WITNESS WHEREOF, this Contract is entered into by the Parties as of _____, 2014.

CITY:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation
By and through its General Partner,
MDL, Inc., a Texas Corporation

_____
Roderick J. Sanchez
Director, Development Services

DEVELOPER:

MISSION DEL LAGO, LTD.,
A Texas Limited Partnership,

_____
Name:_____
Title:_____

ATTEST:

_____
Leticia M. Vaceck
City Clerk

BOARD OF DIRECTORS
TAX INCREMENT REINVESTMENT ZONE NUMBER SIX, CITY OF SAN ANTONIO, TEXAS

_____
Name:_____
Title:_____

APPROVED AS TO FORM:

_____
Robert F. Greenblum
City Attorney

EXHIBIT A

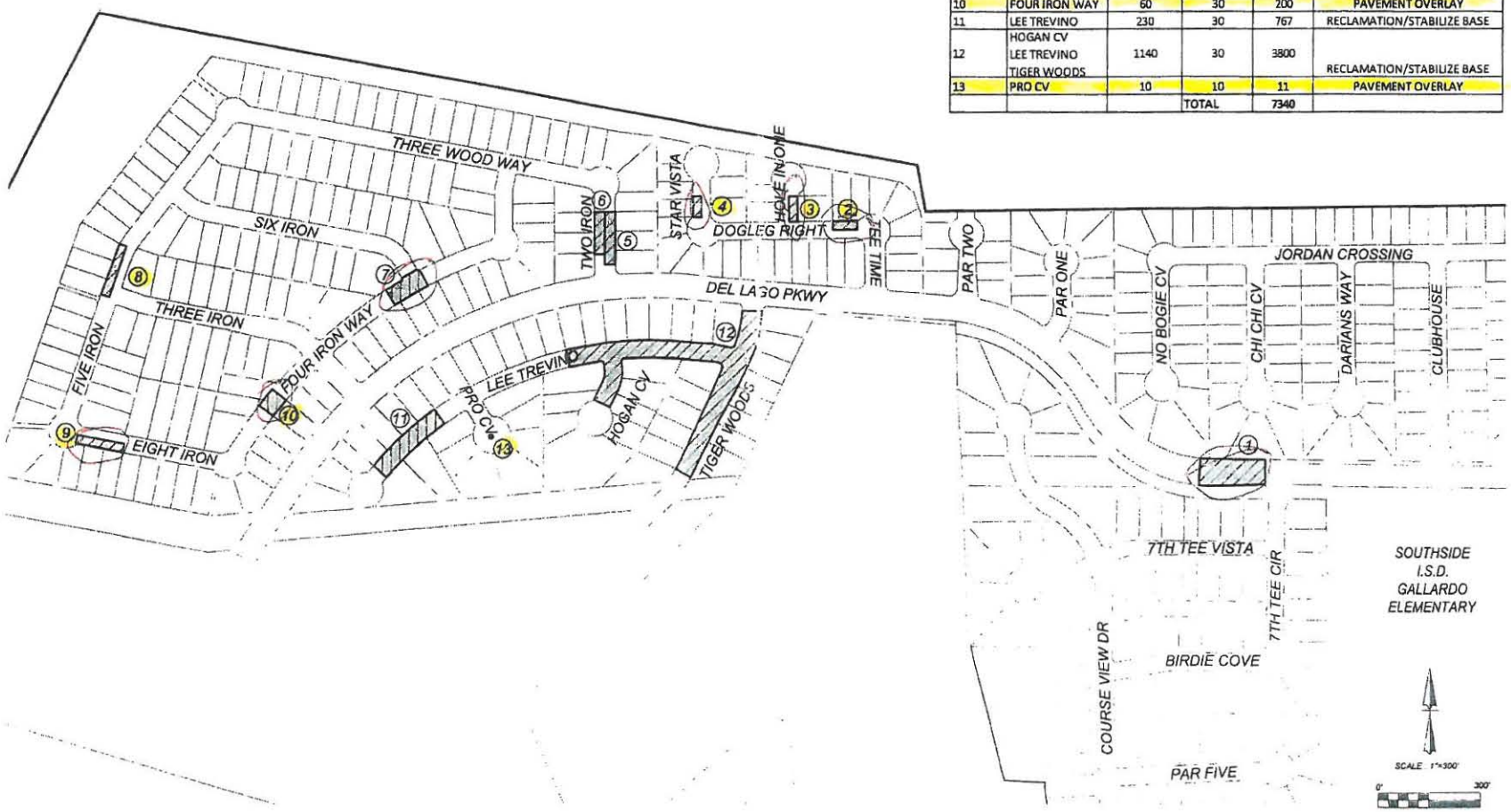
Mission del Lago
Unit 8 Street Reconstruction Project Scope

EXHIBIT A to Developer Participation Contract

LEGEND

PAVEMENT REPAIR AREA

ID#	STREET NAME	LENGTH (FT)	WIDTH (FT)	SQ. YARDS	RECOMMENDED REPAIR
1	DEL LAGO PKWY	190	44	929	RECLAMATION/STABILIZE BASE
2	DOGLEG RIGHT	70	15	117	PAVEMENT OVERLAY
3	HOLE IN ONE	72	15	120	PAVEMENT OVERLAY
4	STAR VISTA	60	15	100	PAVEMENT OVERLAY
5	TWO IRON	150	15	250	RECLAMATION/STABILIZE BASE
6	TWO IRON	120	15	200	RECLAMATION/STABILIZE BASE
7	FOUR IRON WAY	110	30	367	RECLAMATION/STABILIZE BASE
8	FIVE IRON	152	15	253	PAVEMENT OVERLAY
9	EIGHT IRON	136	15	227	PAVEMENT OVERLAY
10	FOUR IRON WAY	60	30	200	PAVEMENT OVERLAY
11	LEE TREVINO	230	30	767	RECLAMATION/STABILIZE BASE
12	HOGAN CV LEE TREVINO TIGER WOODS	1140	30	3800	RECLAMATION/STABILIZE BASE
13	PRO CV	10	10	11	PAVEMENT OVERLAY
			TOTAL	7340	



MISSION DEL LAGO UNIT-8

SAN ANTONIO, TX.

PAVEMENT REPAIR EXHIBIT

SHEET NUMBER

1.0

EXHIBIT B

Map of Unit 8 Streets

EXHIBIT B to Developer Participation Contract

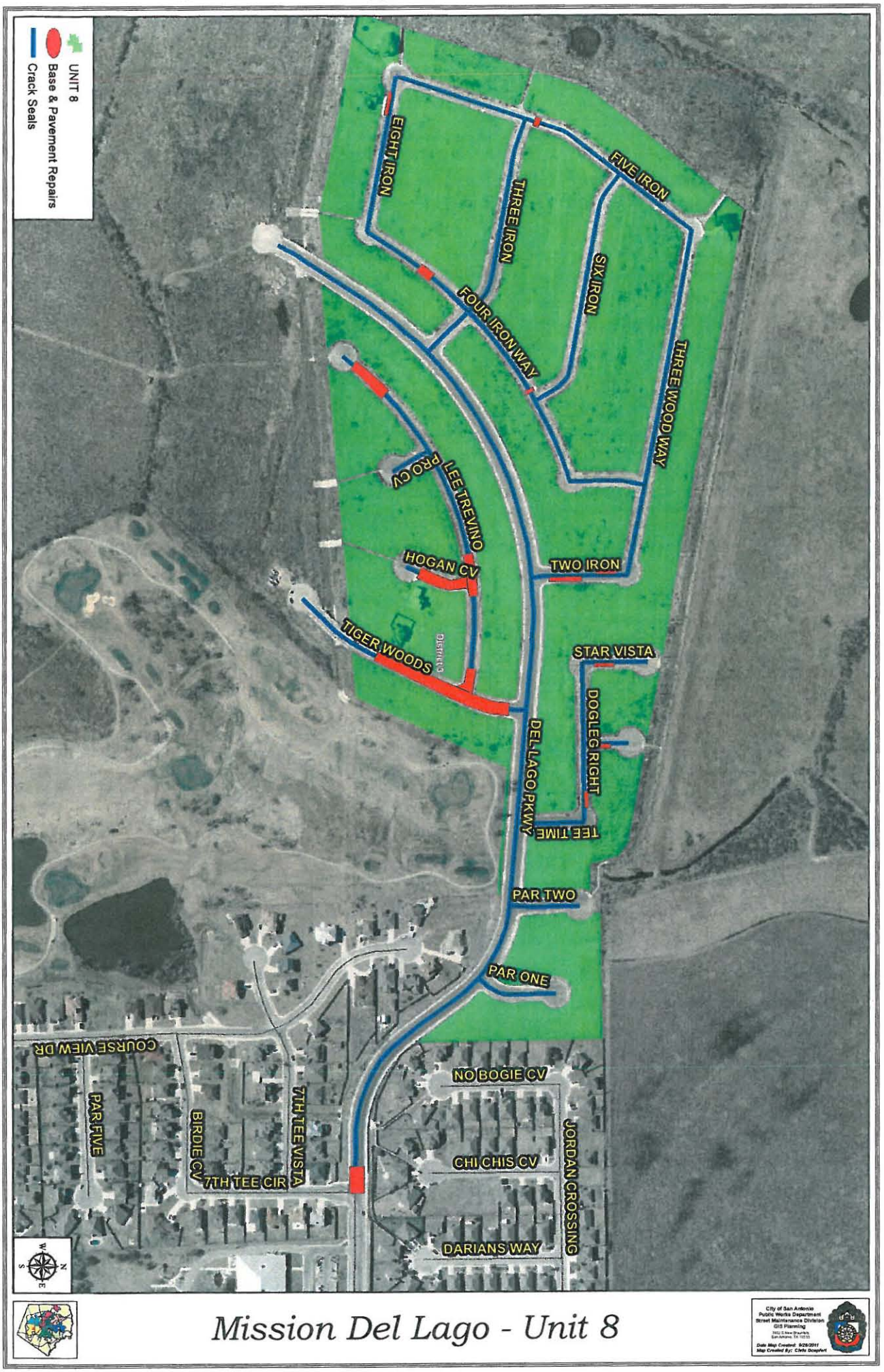


EXHIBIT C

Construction Documents

Mission Del Lago Subdivision, Unit 8

Street Summary

Street Name (Total Length)	Subgrade	1st Lift	2nd Lift	3rd Lift	4th Lift	Asphalt
Del Lago Pkwy (Total Length of 9+99.98 to 43+72.49)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Tiger Woods (Total Length of 10+22 to 13+50)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Tiger Woods (Total Length of 13+50 to 17+35.17)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Pro Cove (Total Length of 10+14 to 11+19.91)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Lee Trevino (Total Length of 10+20 to 21+81.52)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Hogan Cove (Total Length of 10+14 to 12+05.85)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Par One (Total Length of 10+22 to 11+50)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Par One (Total Length of 11+50 to 12+48.11)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Par Two (Total Length of 10+22 to 11+50)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Par Two (Total Length of 11+50 to 12+14.92)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Hole In One (Total Length of 10+14 to 11+43.18)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Par Four (Total Length of 10+22 to 12+07.28)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Par Five (Total Length of 10+00 to 10+50)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Par Five (Total Length of 10+50 to 14+92.76)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Star Vista (Total Length of 10+00 to 11+92.59)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Two Iron (Total Length of 10+22 to 12+99.66)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Three Wood Way (Total Length of 10+00 to 20+76.13)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Five Iron (Total Length of 10+00 to 20+40.41)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Six Iron (Total Length of 10+14 to 17+61.19)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Three Iron (Total Length of 10+22 to 14+00)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Three Iron (Total Length of 14+00 to 17+93.96)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Four Iron Way (Total Length of 10+14 to 22+43.12)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Eight Iron (Total Length of 10+00 to 14+84.35)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt

Note: * Lift thicknesses are as specified by contractor

Mission Del Lago Unit 8 Street Repairs

1 **ASPHALT RECLAMATION (Del Lago Pkwy):**
Cement-Treated Recycled Base with Asphalt Surface Course:
Mill (pulverize) Recycle existing failed asphalt pavement and base to a depth of 10 inches. Mix with an average of 6% (53.33 lbs./s.y.) portland cement and water. Remove excess material and compact base to an average thickness of 8". Tack edges with an asphaltic material for bonding and pave with Type "D" hot mix asphaltic concrete wearing course to achieve an average compacted thickness of 2".

2 **ASPHALT RECLAMATION (Local Streets):**
Cement-Treated Recycled Base with Asphalt Surface Course:
Mill (pulverize) Recycle existing failed asphalt pavement and base to a depth of 8 inches. Mix with an average of 6% (42.67 lbs./s.y.) portland cement and water. Remove excess material and compact base to an average thickness of 6". Tack edges with an asphaltic material for bonding and pave with Type "D" hot mix asphaltic concrete wearing course to achieve an average compacted thickness of 2".

3 **ASPHALT REPAIR (Local Streets):**
Sawcut defined limits of areas in a straight line. Excavate failed asphalt pavement. Tack edges with an asphaltic material for bonding. Repave with hot mix asphaltic concrete and compact to achieve an average compacted thickness of 2 to 3". **This pavement thickness will vary because of existing low spots.**

4 **CRACK SEALING (All Streets):**
Remove all grass, dirt, and loose foreign material from cracks. The cleaned cracks shall then be filled flush with a hot-poured rubber asphalt compound.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH THE CITY OF SAN ANTONIO, TEXAS, MISSION DEL LAGO, LTD., AND THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER SIX, CITY OF SAN ANTONIO, TEXAS

THIS FIRST AMENDMENT ("Amendment") TO DEVELOPMENT AGREEMENT ("Development Agreement') is entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation in Bexar County, Texas (the "City"), MISSION DEL LAGO, LTD., a Texas limited partnership (the "Developer"), and BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER SIX, City of San Antonio, Texas, a tax increment reinvestment zone (the "Board") (herein collectively referred to as the "Parties"); which Amendment is authorized pursuant to Ordinance 2014-05-01-0286 approved on the 1st day of May 2014, and approved by the Board on the 19th day of December, 2013. The Development Agreement, authorized pursuant to Ordinance No. 2006-06-29-0801, passed and approved by the City on the 29th day of June, 2006, and effective July 24, 2006, is hereby amended as follows:

WHEREAS, Developer, City, and Board have entered into a Settlement and Release Agreement effective _____, authorized pursuant to Ordinance 2014-05-01-0286 approved on the 1st day of May, 2014 (hereinafter "Settlement Agreement"), and in accordance with the Settlement Agreement, the parties have agreed, among other things, to enter into this Amendment to the Development Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, obligations, and benefits contained in the Settlement Agreement, the Development Agreement and this Amendment, the City, Developer, and the Board hereby agree to amend the Development Agreement as set forth herein.

Amendments to Section I. Definitions:

A new Paragraph 1.24 is added as follows:

1.24 "Street Reconstruction Project" means the work to be performed for the Unit 8 street reconstruction/repair/crack seal as set forth in the Settlement Agreement and the Developer Participation Contract.

A new Paragraph 1.25 is added as follows:

1.25 "Developer Participation Contract" means the contract dated _____, required under the Settlement Agreement and attached hereto as **Exhibit E.**

Amendments to Section II. Representations:

Paragraph 2.1 is amended as follows:

2.1 NO TAX INCREMENT BONDS OR NOTES: The City, the Board and the Developer represent that they understand and agree that neither the City nor the Board shall issue any bonds or notes to cover any costs directly or indirectly related to the Developer's improvements of the Zone under this Agreement. Notwithstanding the foregoing, in accordance with the Settlement Agreement, the City has agreed to issue a note in an amount not to exceed $1.7 million plus interest to finance the Street Reconstruction Project, which note shall be re-paid from the City's tax increment applicable to the Zone.

Amendments to Section III. The Project:

Paragraph 3.1 is amended to read as follows:

3.1 **The Project.** The Project shall consist of the following public improvements and related capital costs: streets and approaches, sidewalks, drainage, water, sewer, utilities, street lights, on-site sewer outfall, Del Lago parkway, gas platting fees, drainage fees, sewer impact fees, engineering/surveying fees, performance of the Street Reconstruction Project in accordance with the terms of the Developer Participation Contract and park improvements to be constructed by the Developer on an approximately 812 acres out of the Mission Del Lago Subdivision, as set forth in the Project Plan and Financing Plan.

Amendments to Section V. Duties and Obligations of Developer:

Paragraph 5.2.1 is hereby added in its entirety as follows:

5.2.1 In March 2014 Developer entered into an "Agreement for Sale and Purchase" with Southstar Development Partners, Inc., ("Southstar") for the purchase of the Developer's assets and an Operating Agreement delegating authority to Southstar to serve as their "Operating Agent". **Exhibit H** sets out the obligations of the Developer under this Development Agreement and who, between the Developer and the Operating Agent, shall be responsible for fulfilling the obligation. Notwithstanding anything set out in these Agreements between Developer and Southstar and **Exhibit H,** Developer shall continue to be subject to all of the rights and responsibilities under this Development Agreement.

Paragraph 5.11 (SBEDA) is hereby deleted in its entirety.

Paragraph 5.17 is amended to read as follows:

5.17 The Developer shall include requirements in its contracts requiring its contractors, future purchasers, successors, and permitted assigns to comply with the City's Universal Design Policy on all improvements installed as required by City Code, Chapter 6, Article XII. All such contracts shall contain provisions that require all future building permits and plans for single-family residences to be compliant with the City's Universal Design Policy and be clearly stamped or printed "Universal Design" by the builder and its architect. In addition, in accordance with the Settlement Agreement, Developer has executed a Restrictive Covenant in the form attached hereto as **Exhibit F**, which City shall cause to be recorded in the real property records of Bexar County, Texas, requiring Developer, Developer's purchasers, successors, and permitted assigns to comply with the City's Universal Design Policy. Notwithstanding the foregoing, as of the Effective Date of this Amendment, certain units in Phases 3, 4, 5, 6, 7A, 7B, and 8, which units are listed in **Exhibit G**, do not comply with the City's Universal Design Policy. In accordance with the Settlement Agreement, the City has agreed to waive compliance with the Universal Design Policy only as to those units listed in **Exhibit G.** If other units (other than those listed in **Exhibit G**) in the Project are found not to be constructed in compliance with the Universal Design requirements, the City may exercise all its legal options, including but not limited to terminating the Zone, enforcing the Restrictive Covenant in a court of competent jurisdiction, and/or removing any non-compliant parcels and their tax accounts from the boundaries of the Zone and the list of accounts generating revenue for the TIF Fund, which will then be reflected in an amended Finance Plan.

Amendments to Section VI. Duties and Obligations of City and Board:

Paragraph 6.1 is amended to read as follows:

6.1 Neither the City nor the Board shall sell or issue any bonds to pay or reimburse the Developer or any third party for any improvements to the Zone Property performed under the Project Plan, Financing Plan or this Agreement. Notwithstanding the foregoing, and in accordance with the Settlement Agreement, the City has agreed to issue a note to finance the Street Reconstruction Project in an amount not to exceed $1.7 million, which note shall be re-paid from the City's tax increment applicable to the Zone.

Paragraph 6.3 is amended to read as follows:

6.3 The City and the Board hereby agree that all meetings of the Board shall be coordinated through and facilitated by the department of the City responsible for managing the TIF Program, and that all notices for meetings of the Board shall be drafted and posted by City staff, in accordance with Chapter 2, Article IX, of the City Code. City will post and facilitate the holding of at least one Board meeting per year and as otherwise needed.

Amendments to Section XXI. Compliance with SBEDA and EEO Policies:

Paragraph 21.1 is amended to read as follows:

21.1 ... Except for those Public Improvements commenced prior to the creation of the Zone, the Board and the Developer and the Operating Agent each understand and agree for itself to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. ... *The remainder of Paragraph 21.1 shall remain unchanged.*

Except as modified or amended in this Amendment and the Settlement Agreement, the terms of which Settlement Agreement are incorporated herein by reference for all purposes, the recitals, provisions, conditions, obligations, and terms of the Development Agreement are hereby ratified and confirmed and shall remain in full force and effect as of the Effective Date hereof. To the extent language in the Settlement Agreement, the Developer Participation Agreement, and the Development Agreement are inconsistent, the language of the Development Agreement shall control. The Exhibits listed below are incorporated by reference herein for all purposes.

Exhibits

A Public Improvements and Construction Schedule
B Project Status Report
E Developer Participation Contract
F Restrictive Covenant – Universal Design Policy
G List of Non-Compliant Universal Design Properties
H Duties and Obligations Under the Development Agreement

IN WITNESS THEREOF, the Parties hereto have made and executed this First Amendment to Development Agreement, to be effective on the date of the last signature below ("Effective Date").

CITY OF SAN ANTONIO

_____
Sheryl Sculley
City Manager
Date: _____

ATTEST/SEAL:

_____
Leticia M. Vacek
City Clerk
Date: _____

APPROVED AS TO FORM:

_____
Robert F. Greenblum
City Attorney
Date: _____

BOARD OF DIRECTORS
TAX INCREMENT REINVESTMENT ZONE NUMBER SIX, CITY OF SAN ANTONIO, TEXAS

_____

Title: Presiding Officer, Board of Directors
Date: _____

DEVELOPER

MISSION DEL LAGO, LTD.,
A Texas Limited Partnership,
By and through its General Partner,
MDL, Inc., a Texas Corporation

By:_____
Signature

Printed Name:_____

Position:_____
Date:_____

EXHIBIT A

Public Improvements and Construction Schedule

Mission Del Lago Construction Schedule 5/01/2014

Project	Structure Type [1]	Projected Completion Tax Year	Projected Number/ Square Feet	Number / Square Feet Actual
	Single Family Homes	1999		0
	Single Family Homes	2000		0
	Single Family Homes	2001		0
	Single Family Homes	2002		0
	Single Family Homes	2003		0
	Single Family Homes	2004		64
	Multi-Family Homes			280
	Single Family Homes	2005		50
	Single Family Homes	2006		52
	Single Family Homes	2007		69
	Single Family Homes	2008		41
	Single Family Homes	2009		4
	Single Family Homes	2010		32
	Single Family Homes	2011		70
	Single Family Homes	2012		51
	Single Family Homes	2013		53
	Single Family Homes	2014	115	
	Commercial		3,500	
	Multi-Family Homes		70	
	Single Family Homes	2015	150	
	Single Family Homes	2016	150	
	Commercial		48,000	
	Villa Espada Apartments		240	
	Single Family Homes	2017	160	
	Single Family Homes	2018	160	
	Commercial		53,000	
	Multi-Family Homes		280	
	Single Family Homes	2019	160	
	Commercial		10,600	
	Single Family Homes	2020	160	
	Commercial		75,000	
	Single Family Homes	2021	170	
	Commercial		7,500	
	Single Family Homes	2022	170	
	Commercial		40,000	
	Single Family Homes	2023	180	
	Commercial		30,000	
	Single Family Homes	2024	180	
	Commercial		20,000	

	Projected	Actual	Total
Total Number of Single Family Homes	1,755	486	2,241
Total Number of Multi-Family Homes	350	280	630
Total Number of Villa Espada Apartments	240	0	240
Total Square Feet of Commercial	287,600	0	287,600

[1] Single-Family Homes may include Garden Homes in FY 15, FY 16, and FY 18.

EXHIBIT B

Project Status Report

CITY OF SAN ANTONIO
TAX INCREMENT REINVESTMENT ZONE
Project Status Report

Pursuant to the Development Agreement, the DEVELOPER has agreed to provide periodic reports of construction to the CITY upon reasonable request. The City requests that the Developer submit a TIRZ project status report every quarter every year until the project is complete, due by:

January 15th, for the first quarter,
April 15th, for the second quarter,
July 15th, for the third quarter and
October 15th, for the fourth quarter

At the completion of the project, the DEVELOPER shall submit a comprehensive final report.

Each quarterly report must include the following information:

- The number of Private Improvements completed (single-family and/or multi-family and commercial when applicable) and year in which they were completed
- The Public Improvements completed and costs incurred to date by year in which improvements were completed
- Indicate whether the construction is on track with the approved Final Project and Finance Plan
- If the project timeline has slipped, the Developer is to submit an updated project timeline
- The sale prices of the single-family homes completed (Please obtain and provide sales data for original sales price of every home sold.)
- Photos of: housing and commercial developments; before, during and after construction

In addition, for the City to monitor compliance with insurance requirements of the Development Agreement, the Developer must submit annually the Certificate of Insurance reflecting proof that:

- the City and its officers, employees and elected representatives are additional insureds as respects the operations and activities of, or on behalf of, the named insured contracting with the City, with the exception of the workers' compensation policy;
- the endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City of San Antonio is an additional insured shown on the policy;
- the Workers' Compensation and employers' liability policy provides a waiver of subrogation in favor of the City of San Antonio; and
- Notification to the City of any cancellation, non-renewal or material change in coverage was given not less than thirty (30) days prior to the change or ten (10) days prior to the cancellation due to non-payment of premiums, accompanied by a replacement Certificate of Insurance.

Attached is a form you may use to fulfill this reporting requirement.

TIRZ Project Progress Report (Construction)

Name of Project:	**TIRZ #:**
Progress Report #:	**TIRZ Term:** **From:** **To:**
Period Covered by this Report: **From:** **To:**	

The number of Private Improvements (single-family and/or multi-family and commercial if applicable) completed and year in which they were done

			Private Improvements							
Phases (year)			Single-Family Units		Multi-family Units		Commercial Acres and Square Feet		Other Improvements (example: day care centers)	
	start date	*end date*	*Proposed*	*Completed*	*Proposed*	*Completed*	*Proposed*	*Completed*	*Proposed*	*Completed*
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

The Public Improvements completed and costs incurred to date by year (phase) in which improvements occurred

			Public Improvements										
Phases (year)			Sidewalks and Approaches	Streets	Drainage	Water	Sewer	Electrical (Line Extension)	Gas	Street Lights	Traffic Signal Light	Landscaping	Other
	start date	*end date*	*Linear Feet*	*Li.Ft.*	*Li.Ft.*	*Li.Ft.*	*Li.Ft.*	*Li.Ft.*	*Li.Ft.*	*Number*	*Number/Location*	*Li.Ft.*	
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
TOTALS													

- Is Construction on track with the approved Final Project and Finance Plan? If not, please submit an updated timeline with the actual construction and the projected buildout.

	Original Project Plan			Actual/Projected		
Year	Single-Family	Multi -Family	Other	Single -Family	Multi -Family	Other

Certification: I certify that to the best of my knowledge and belief, the data above is correct and that all outlays were made in accordance with the terms of the Development Agreement.	Signature of Certifying Individual:	Date:
	Type or printed Name and Title:	Telephone #:

EXHIBIT E

Developer Participation Contract

DEVELOPER PARTICIPATION CONTRACT
SAN ANTONIO, TEXAS
MISSION DEL LAGO TIRZ #6
UNIT 8 STREET RECONSTRUCTION PROJECT

THIS DEVELOPER PARTICIPATION CONTRACT ("Contract") entered into as of _____, 2014 (hereinafter the "Effective Date") by and between **THE CITY OF SAN ANTONIO, TEXAS,** a Texas municipal corporation ("City"); **BOARD OF DIRECTORS OF MISSION DEL LAGO TAX INCREMENT REINVESTMENT ZONE #6** ("Board"), and approved by the BOARD on the 19th day of December, 2013; and **MISSION DEL LAGO, LTD.,** A Texas Limited Partnership ("Developer"), pursuant to Ordinance No. 2014-05-01-0286 passed by City Council on May 1, 2014, is set forth below as follows:

RECITALS

WHEREAS, by Ordinance Number 90312, dated August 19, 1999, pursuant to the Tax Increment Finance Act, Chapter 311 of the Texas Tax Code, as amended ("Act"), City created Tax Increment Reinvestment Zone #6 ("Zone") known as the Mission del Lago TIRZ in accordance with the Act, to promote development and redevelopment of the Zone Property (*as defined within Ordinance Number 90312*); and

WHEREAS, on or about July 24, 2006, by Ordinance 2006-06-29-0801, City, Board and Developer entered into that certain Development Agreement for reimbursement to the Developer of eligible Project Costs as such term is defined in the Development Agreement, in accordance with the requirements of the Development Agreement, related to the development of the Mission del Lago subdivision; and

WHEREAS, City has notified Developer of street failures in Unit 8 of the Mission del Lago subdivision, for which Developer has previously been reimbursed as Project Costs under the Development Agreement; and

WHEREAS, Developer, Board, and City have agreed to enter into a Settlement and Release Agreement effective _____, 2014, authorized pursuant to Ordinance No. 2014-05-01-0286 ("Settlement Agreement"), which Settlement Agreement includes, in part, Developer's performance of this Contract for funding of the Unit 8 Street Reconstruction Project in Mission del Lago subdivision ("Street Reconstruction Project"), as more particularly detailed in **Exhibit A**, Street Reconstruction Project Scope, and **Exhibit "B"**, Map of Unit 8 Streets; and

WHEREAS, in July 2013 Developer entered into an "Agreement for Sale and Purchase" with Southstar Development Partners, Inc., for the purchase of the Developer's assets and an Operating Agreement delegating authority to Southstar to serve as their "Operating Agent", which for purposes of this Contract shall also be referred to as Developer's Representative; and

WHEREAS, this Contract is only intended to address the Unit 8 Street Reconstruction Project in Mission del Lago subdivision;

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties intend to be legally bound and do hereby convent and agree as follows:

A. DEFINITIONS

Certain terms used in this Contract (defined below) shall have the meanings set forth as follows:

1. "City's Representative" means the Director of Development Services Department or such other person as the City Manager may designate.

2. "Contract" means this Developer Participation Contract between the City, Board, and Developer.

3. "Contract Documents" means this Contract and **Exhibit A**, Street Reconstruction Project Scope, and **Exhibit B**, Street Map of Unit 8.

4. "Construction Documents" means the plans, specifications, and estimates for the Street Reconstruction Project which shall be provided by Developer pursuant to the terms of this Contract. The Construction Documents shall illustrate the dimensions, materials, methods of construction, and other details of the Street Reconstruction Project. A description of the Construction Documents is provided in **Exhibit C**.

5. "Developer's Share" means 100% of the total Unit 8 Street Reconstruction Project Costs.

6. "Developer's Representative" means Southstar Development Partners, Inc.

7. "Director" means the Director of Development Services or such other person as the City Manager may designate.

8. "Street Reconstruction Project" means the public works infrastructure improvements consisting of reconstructing, repairing and/or crack sealing as needed to the streets in Unit 8 of the Mission del Lago subdivision, as more particularly set forth in **Exhibits A and B**, to be completed by Developer pursuant to the Construction Documents.

9. "Street Reconstruction Project Costs" means all costs and expenses incurred by Developer with respect to the Street Reconstruction Project in accordance with this Contract, including, without limitation, (a) all costs to prepare the Construction Documents, including, but not limited to, all engineering fees and expenses for all studies, estimates of probable costs and other work performed by the Street Reconstruction Project Engineer; (b) all costs of preparing any necessary environmental reports; (c) all legal fees; (d) all costs and expenses to construct the Street Reconstruction Project, including new drainage if required; (e) a Developer fee of 10%; (f) all required permits and licenses; and (g) all other reasonable and necessary fees and expenses related to the Street Reconstruction Project.

10. "Street Reconstruction Project Engineer" means KFW Engineering.

11. "UDC" means Chapter 35 of the City Code of the City of San Antonio, Texas entitled Unified Development Code as amended from time to time.

12. "Work" means the construction of the Street Reconstruction Project by Developer in Unit 8 of the Mission del Lago subdivision in accordance with the Construction Documents and as provided herein.

B. CONTRACT PROVISIONS

1. BACKGROUND.

(a) Developer shall construct the Street Reconstruction Project on the Unit 8 Property of the Mission del Lago TIRZ. Developer shall perform, or cause to be performed, the construction and necessary associated work shown in **Exhibits A, B, and C**. City will have the right to review and approve the final Street Reconstruction Project plans and budget prior to commencement of construction. The Developer shall pay the Developer Share towards the Street Reconstruction Project to be constructed by Developer in accordance with the Settlement Agreement.

(b) The obligations of the Parties are contingent on the pending issuance by the City of a tax note in an amount not to exceed $1,700,000.00 plus interest.

(c) Unless terminated earlier in accordance with this Contract, the term of this Contract starts upon execution by all the Parties of this Contract and the Settlement Agreement and ends on _____, 2014.

2. CONSTRUCTION.

(a) Developer shall commence construction of the Street Reconstruction Project within 60 days after the later of (i) approval of the Construction Documents by the Director, (ii) receipt by Developer of all governmental and regulatory permits and approvals required in connection with the construction of the Street Reconstruction Project (the "Permits"), and (iii) receipt of three qualifying bids which enable construction of the Street Reconstruction Project. Developer's obligation to commence construction of the Street Reconstruction Project is conditioned upon the receipt by Developer of the Permits and construction bids on such terms and conditions as Developer may deem to be acceptable in Developer's reasonable discretion. City agrees to use its best efforts (without cost or expense to City) to expedite obtaining and assisting Developer in obtaining the Permits. Without limiting the foregoing, City agrees to use its best efforts (without cost or expense to City) to expedite applying for and obtaining all requisite approvals from any regulatory authority in connection with the construction of the Street Reconstruction Project. *City shall provide temporary construction right-of-access to the Unit 8 streets for Construction of the Street Reconstruction Project, and shall execute a temporary right-of-access agreement in a form acceptable to City.* Construction of the Street

Reconstruction Project shall at all times be performed in a good and workmanlike manner in accordance with the Construction Documents using only new, high-quality materials as specified in the Construction Documents. Any variations from the Construction Documents shall require approval by City's Representative, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event change orders are necessary in connection with the construction of the Street Reconstruction Project, Developer shall submit the same to City's Representative for City's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon written approval of any change order by both Developer and City's Representative, the Street Reconstruction Project Costs shall be adjusted accordingly.

(b) With respect to Street Reconstruction Project Costs, which are not to exceed $1,700,000.00 in total, Developer may, at its option, submit periodic draw requests to City during the engineering and construction of the Street Reconstruction Project, for payment of completed engineering or construction of the Street Reconstruction Project since the last periodic draw request. All draws shall be submitted through City staff for final approval. Prior to submittal of the first draw, Developer will submit a schedule of values for payment to be approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Any changes to the schedule of values once approved will be processed and approved as task orders through the portal.

(c) The construction documents between the Developer and the contractor(s) do not have to be in any specific form. Developer shall enter into a contract (the "Construction Contract") for construction of the Street Reconstruction Project with a qualified licensed contractor selected by Developer (the "Contractor"); however, the Contractor shall not be the same contractor that originally constructed the streets in Unit 8. Once commenced, Developer shall use commercially reasonable efforts to cause construction of the Street Reconstruction Project to be prosecuted diligently and continuously by the Contractor in accordance with the Construction Contract until completion in accordance with the Construction Documents, as certified jointly by the Street Reconstruction Project Engineer and the Director. The Director shall have the authority to accept the Street Reconstruction Project on behalf of City, and City shall accept ownership and maintenance of the Street Reconstruction Project upon approval of the completed Project by the Director. The Street Reconstruction Project may be designed and built in stages as Developer may determine subject to City's reasonable approval. Developer's obligation to complete the Street Reconstruction Project shall be suspended or delayed as reasonably necessary as a result of any failure or delay in obtaining any of the easements, consents or approvals described in paragraph 2 of this Article B.

(d) Developer will provide the construction schedules for the Street Reconstruction Project in accordance with the City's procedures.

(e) PREVAILING WAGE RATE. The provisions of Chapter 2258, Texas Government Code, shall expressly be made a part of the Construction Contract. In accordance therewith, the City will provide Developer/Contractor with a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform the Construction Contract, and this schedule will become a part of the Construction Contract.

Developer agrees that its construction contractor performing work on the Project will comply with City Ordinance No. 71312 and its successors such as Ordinance No. 2008-11-20-1045 and will require subcontractors to comply with City Ordinance 71312 and its successors such as Ordinance No. 2008-11-20-1045 and shall not accept affidavits. Developer is required, and shall require its construction contractor and all subcontractors to comply with each updated schedule of the general prevailing wage rates in effect at the time the Developer calls for bids for construction of a given phase. Developer is further required to cause the latest prevailing wage determination decision to be included in bids and contracts with the Developer's general contractor and all subcontractors for construction of each Phase and shall collect and monitor weekly certified payrolls and perform site visits to ensure the prevailing wage is being paid. City will audit certified payroll records as deemed necessary by City to confirm compliance with this Agreement. Should the City or its auditors find any wage violations, the Developer shall forfeit as a penalty to the City $60 for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the Contractor or any sub-contractor under it. The establishment of prevailing wage rates pursuant to Chapter 2258, Texas Government Code, shall not be construed to relieve the Developer/Contractor from its obligation under any federal or state law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed under the Construction Contract.

(f) Prior to the commencement of construction, Developer shall cause the Contractor to provide City with (i) payment and performance bonds in the total amount of the Construction Contract in accordance with and in satisfaction of Section 212.073 of the Texas Local Government Code, reflecting the City as beneficiary thereunder (it being understood and agreed that Developer itself shall have no obligation to provide bonds other than the bonds to be provided by Contractor); and (ii) insurance certificates showing the City as a named insured in types and amounts reasonably required by the City's Risk Management Department. The foregoing shall remain in force and effect throughout the course of construction of the Street Reconstruction Project.

(g) The Construction Contract shall prohibit third-party beneficiaries other than City, which shall be specifically designated as a third-party beneficiary. The Construction Contract shall not be assignable by the Contractor and shall provide City access to the Street Reconstruction Project at all reasonable times for inspection purposes. The Contractor acknowledges that it has read this Contract and understands that City has certain rights hereunder and pursuant to the Construction Contract. "As-Built" Plans shall be provided to the City no later than 60 days after completion of the Street Reconstruction Project, as jointly certified by the Street Reconstruction Project Engineer and the Director.

(h) During construction of the Street Reconstruction Project, Developer shall provide the Director with quarterly status reports showing the percentage of completion of the Work and expenditures incurred in connection with the construction of the Street Reconstruction Project, all in accordance with current project management practices of the City. In all cases, it is Developer's sole responsibility to connect to the COSA PRIME Link, at no cost to the City.

3. **INSPECTIONS**. The Street Reconstruction Project shall be accessible at all reasonable times to the Director for his/her designee for inspection. The Developer acknowledges that any inspections performed by City during the course of construction for purposes of this Contract (as opposed to routine building and construction inspections performed by City for permitting and acceptance purposes common to all similar construction projects) are for the benefit of City only and may not be relied upon by others, be claimed by Developer as an approval by City, a permit granted by City, a waiver by City, or used for any purpose by Developer, the Contractor, or any third party. Developer further acknowledges that Developer and Contractor are required to perform their own inspections, and inspections by City do not address any obligations of Developer or others. Subject to the foregoing, City shall promptly notify Developer of any defects or non-conformances discovered during any City inspection.

4. **CONSTRUCTION DOCUMENTS**. Developer shall provide City with a complete set of Construction Documents meeting the requirements of this Contract and in conformance with applicable local, state and federal codes and regulations and customary engineering practices. The Construction Documents shall be prepared by and bear the seal of the individual engineer working on behalf of the Street Reconstruction Project Engineer. Construction of any part of the Street Reconstruction Project shall in no event commence prior to City approval of the Construction Documents for that part of the Street Reconstruction Project. Developer shall cause the Street Reconstruction Project Engineer to commence preparation of the Construction Documents promptly upon completion of engineering and design, and to diligently continue same to completion.

5. **WARRANTY**. If the Work is found to be defective, either wholly or in part, and/or found to be non-conforming with the Contract Documents and/or the Construction Documents during the 24-month period following completion of the Street Reconstruction Project as defined in the Construction Contract, City shall immediately give Developer written notice thereof specifying the defect and/or non-conforming Work with particularity. Developer shall correct such defective or non-conforming Work within 30 days of notice thereof given by City, or within such longer time as may be reasonably necessary, provided Developer is working diligently and continuously towards a cure. If Developer fails to so cure such defective or non-conforming Work, then City may, at its own expense, correct such defective or non-conforming Work by City's own crews or by outside contractors, at City's option, and the reasonable cost of such correction shall be deemed to be sums due City by Developer, and may be offset against any outstanding sums due by City to Developer under this Contract or under the Development Agreement. The cost of City crews shall be determined by prevailing market rates for performing the work required to correct such defects and/or non-conforming work. At the end of said 24-month period, all available product, workmanship, and material warranties, including all warranties given by Contractor, shall be assigned to City, to the extent assignable. This provision shall survive termination of this Contract.

6. **DEFAULT**. Upon the occurrence of a default by Developer in the performance of its obligations and the failure of Developer to cure such default within 30 days following receipt of written notice of default from City (or such reasonably longer time as may be necessary provided the Developer commences the cure within 30 days and continuously and diligently pursues the

cure to completion) (a "Default"), City shall have the right to terminate this Contract and the TIRZ Development Agreement, as amended.

In the event of Default by Developer, City may require Developer to cease construction and City may, at its option, take over construction of the Street Reconstruction Project with its own contractor. This Contract shall operate as an agreement by Developer to allow City access to Mission del Lago subdivision as necessary to complete the Street Reconstruction Project in accordance with the Contract Documents. These remedies are in addition to any money damages and/or legal, equitable and/or other contract rights City may have in the event of a Default; provided that it is expressly agreed that neither Party shall have the right to seek consequential, special, or punitive damages against the other for any default under this Contract.

7. RECORDATION. This Contract may be filed and recorded in the real property records of Bexar County, Texas, without the prior written approval of the Parties.

8. REPRESENTATIONS and WARRANTIES. Developer, City, and Board represent, warrant, certify, and agree that neither this Contract, nor the Contract Documents, nor any part of the relationship among the Parties shall be construed in any way or operate as creating a joint venture, partnership, or other business entity among Developer, City, and/or Board.

9. ASSIGNMENT. Developer may not assign its rights or obligations under this Contract without the prior written consent of City. Any such assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy or otherwise, without the prior written consent of City, shall, at City's option, be of no force and effect whatsoever. Any consent to such assignment or transfer shall not constitute a waiver of any of the restrictions of this section, and the provisions of this section shall apply to each successive assignment or other transfer hereunder, if any. Any and all future assignees must be bound by all terms and/or provisions and representations of this Contract as a condition of assignment.

10. INDEMNITY. Developer covenants and agrees to FULLY REIMBURSE, INDEMNIFY, and HOLD HARMLESS, City, the Board, and the elected officials, agents, employees, officers, directors, volunteers, contractors, subcontractors, consultants, sub consultants and representatives of City individually or collectively, (collectively, the "City Parties") from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal injury death and property damages, or environmental claims (the "Damages") made upon City, arising out of or resulting from Developer's negligent activities or omissions under this Contract, including any negligent acts or omissions of any agent, officer, director, representative, employee, consultant, subconsultant, licensee, sublicense, contractor or subcontractor of Developer, and their respective officers, agents, employees, directors and representatives (collectively, "Developer Parties") while in the exercise of the performance of the rights or duties under this Contract, and in the case of any environmental claim without limitation to whether such claim results from the acts or omissions of the Developer all without, however, waiving any governmental or sovereign immunity available to City under Texas law and

without waiving any defenses of the Parties under Texas law. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, OR THE CITY PARTIES IN SUCH INSTANCE WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. IN THE EVENT DEVELOPER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Developer shall promptly advise City in writing of any claim or demand against City of Developer known to Developer and related to or arising out of Developer Parties' negligent activities or omissions under this Contract, and shall see to the investigation and defense of such claim or demand at Developer's costs. Notwithstanding any condition imposed by a policy of insurance to which Developer and City are named, City shall retain the right, at tits option and at its own expense, to participate in such defense provided by any insurance or self-insurance of Developer under this paragraph without relieving Developer of any of its obligations under this paragraph.

To the extent provided by law, City shall be responsible for all claims, demands, and causes of action against City arising in favor of any person, because of personal injuries or death or damage to property, occurring, growing out of, or incident to, related to or resulting directly or indirectly from, the occurrence of activities or omission of activities contemplated by this Contract, caused by the negligence of City and/or any of the City Parties.

11. **NON-DISCRIMINATION.** As a Party to this contract, Developer understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

12. **CONFLICTS BETWEEN DOCUMENTS**. In the event of any conflict between the Exhibits and the terms and provisions of this Contract, the terms and provisions of this Contract shall control. Further, to the extent language in the Settlement and Release Agreement, the Developer Participation Agreement, and the Development Agreement are inconsistent, the language of the Development Agreement shall control.

13. **WAIVER**. It is understood and acknowledged that City exercises no control over the means of accomplishing the Work. No approval by City shall impose any liability on City for any risk or damage to persons or property or the City Property or shall imply or guarantee any drainage implications or the operation of the drainage facilities to the Parties, any other third party or otherwise.

14. ATTORNEY'S FEES. If any of the Parties commence an action against the one or other to enforce any of the terms of this Contract or for damage relative to this Contract, the losing Party shall pay to the prevailing Party the court ordered costs and expenses incurred in connection with the prosecution or defense of such action, including reasonable attorneys' fees and all other costs of suit.

15. NOTICES. Any notice required or permitted to be given under this Contract shall be in writing and shall be (1) mailed by certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service, to the respective Party's address listed below:

If to Developer:	Mission del Lago, Ltd. Attention: Virginia Rogers P.O. Box 13223 Austin, Texas 78711
With a copy to:	Southstar Development Partners, Inc. 255 Alahambra Circle, Ste. 325 Coral Gables, FL 33134
If to City:	City of San Antonio Attn: Director of Development Services P.O. Box 839966 San Antonio, Texas 78283-3966
	City of San Antonio Attn: City Clerk P.O. Box 839966 San Antonio, Texas 78283-3966
If to Board:	City of San Antonio Department of Planning & Community Development Attn: Tax Increment Financing Program P.O. Box 839966 San Antonio, Texas 78283-3966

Any communications so addressed and mailed shall be deemed to be given on the earliest of: (a) when actually received or delivered; (b) when proof of return of certified mail is received; or (c) on the first business day after deposit with an overnight air courier service, if proof to the address of the intended addressee is provided. Each Party has the right to change its address at any time by giving at least 15 days written notice to the other Parties.

16. THIRD PARTY BENEFICIARIES. Except as provided in Section B.2(g), *supra*, there shall be no third-party beneficiaries to this Contract.

17. PARTIAL INVALIDITY. Any provisions or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties and construed as close as reasonably possible to their original intent.

18. AUTHORITY. The persons signing on behalf of each of the Parties to this Contract represent that they each have the authority to bind their respective Party to this Contract. The signature of this Contract or any document on behalf of City is subject to passage of an ordinance approving the authority of such signatory.

19. GENDER, NUMBER & OTHER TERMS. Where the context of this Contract permits, the singular shall include the plural, the plural the singular, and the masculine shall include the neuter and feminine. Any captions are for ease of reference only and shall not be used to limit any section of this Contract.

20. GOVERNING LAW & VENUE. This Contract will be construed and interpreted under and be governed and enforced according to the laws of the State of Texas. Venue for any legal proceeding arising out of or in connection with this Contract will be in Bexar County, Texas.

21. AMENDMENTS. Any modification or amendment to this Contract must be in writing and agreed to by all the Parties. This Contract cannot be modified orally or by course of conduct or dealing. No action or inaction short of a written amendment on the part of any of the Parties may act as a waiver of any condition herein.

22. COUNTERPARTS. The Contract Documents may be executed in counterparts, each of which shall be deemed an original and together shall constitute a single instrument.

23. FORCE MAJURE. If the Developer or City is unable in whole or in part by force majeure to carry out any covenant, agreement, obligation or undertaking to be kept or performed under this Contract, the time for the performance of such covenant, agreement, obligation or undertaking so delayed shall be extended for the period of such delay. The Party claiming force majeure will make reasonable attempts to remedy the effects of the force majeure and continue performance under this Contract with all reasonable dispatch. The term "force majeure" as used in this section includes acts of God, acts of terrorism, strikes, lockouts, or other industrial disturbances, acts of a public enemy, war, blockades, riots, epidemics, earthquakes, explosions, accidents, or repairs to machinery or pipes, the delays of carriers, or inability by reason of governmental regulation to obtain materials, acts of public authorities, or other causes, whether or not of the same kind as specifically enumerated, not within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to overcome. If the Developer's contractor suffers any event of "force majeure," such event shall likewise constitute force majeure with respect to Developer.

24. ENTIRE AGREEMENT. The terms of this Contract are intended to be a final expression of the Parties' agreement and may not be contradicted by evidence of any prior or contemporaneous statements, representations, agreements or understandings, whether written or oral. This Contract including the Exhibits listed below constitutes the complete and exclusive

statement of the Parties' intent and no extrinsic evidence may be introduced in any proceeding involving the Contract Documents.

Exhibits: Exhibit A – Mission del Lago, Unit 8 Street Reconstruction Project Scope
Exhibit B – Map of Unit 8 Streets
Exhibit C – Construction Documents

Signatures on next page

IN WITNESS WHEREOF, this Contract is entered into by the Parties as of _____, 2014.

CITY:

CITY OF SAN ANTONIO,
A Texas Municipal Corporation
By and through its General Partner,
MDL, Inc., a Texas Corporation

_____
Roderick J. Sanchez
Director, Development Services

DEVELOPER:

MISSION DEL LAGO, LTD.,
A Texas Limited Partnership,

_____
Name:_____
Title:_____

ATTEST:

_____
Leticia M. Vaceck
City Clerk

BOARD OF DIRECTORS
TAX INCREMENT REINVESTMENT ZONE NUMBER SIX, CITY OF SAN ANTONIO, TEXAS

_____
Name:_____
Title:_____

APPROVED AS TO FORM:

_____
Robert F. Greenblum
City Attorney

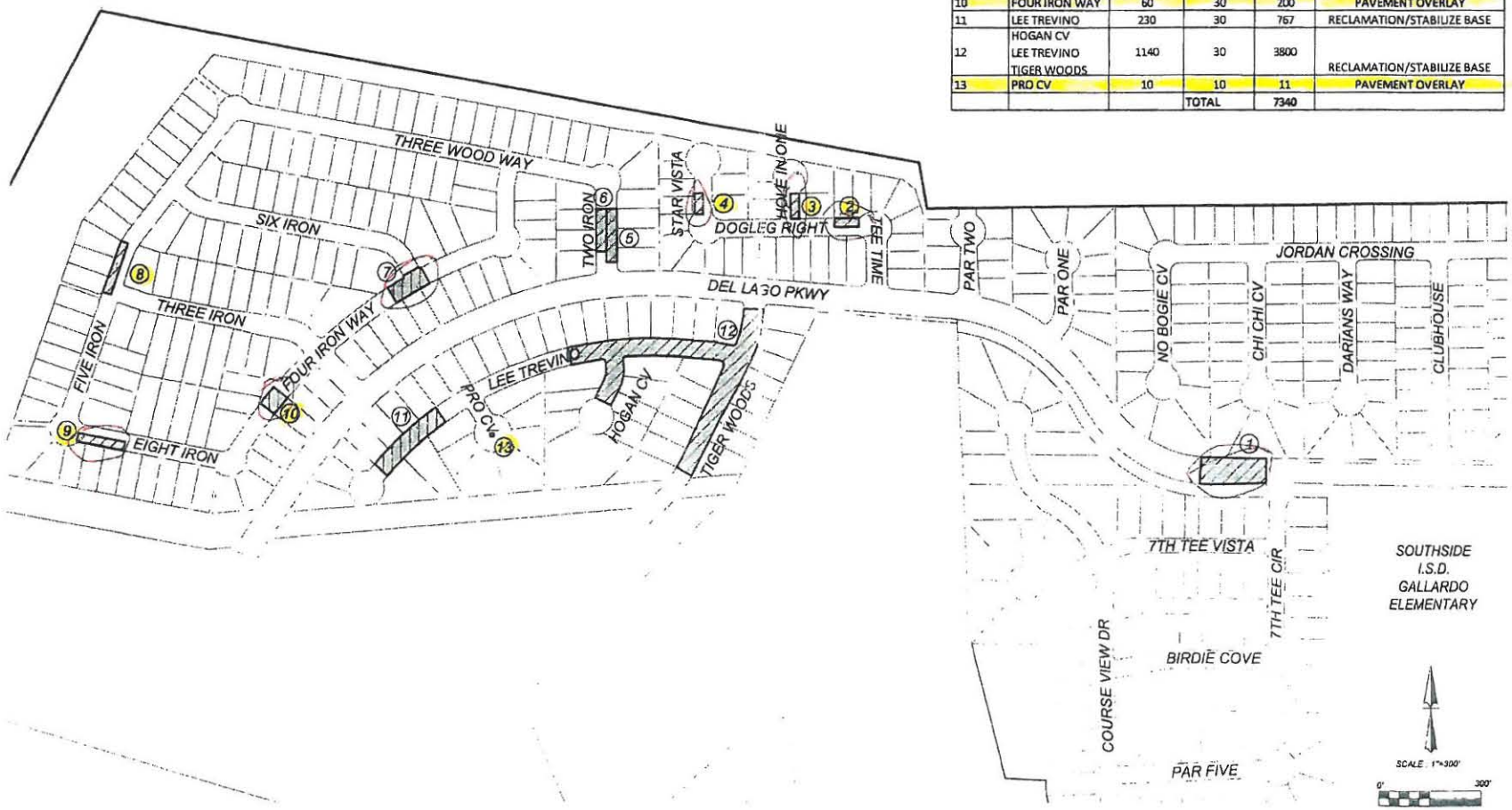
EXHIBIT A

Mission del Lago
Unit 8 Street Reconstruction Project Scope

LEGEND

PAVEMENT REPAIR AREA

ID#	STREET NAME	LENGTH (FT)	WIDTH (FT)	SQ. YARDS	RECOMMENDED REPAIR
1	DEL LAGO PKWY	190	44	929	RECLAMATION/STABILIZE BASE
2	DOGLEG RIGHT	70	15	117	PAVEMENT OVERLAY
3	HOLE IN ONE	72	15	120	PAVEMENT OVERLAY
4	STAR VISTA	60	15	100	PAVEMENT OVERLAY
5	TWO IRON	150	15	250	RECLAMATION/STABILIZE BASE
6	TWO IRON	120	15	200	RECLAMATION/STABILIZE BASE
7	FOUR IRON WAY	110	30	367	RECLAMATION/STABILIZE BASE
8	FIVE IRON	152	15	253	PAVEMENT OVERLAY
9	EIGHT IRON	136	15	227	PAVEMENT OVERLAY
10	FOUR IRON WAY	60	30	200	PAVEMENT OVERLAY
11	LEE TREVINO	230	30	767	RECLAMATION/STABILIZE BASE
12	HOGAN CV LEE TREVINO TIGER WOODS	1140	30	3800	RECLAMATION/STABILIZE BASE
13	PRO CV	10	10	11	PAVEMENT OVERLAY
			TOTAL	7340	



MISSION DEL LAGO UNIT-8

SAN ANTONIO, TX.

PAVEMENT REPAIR EXHIBIT

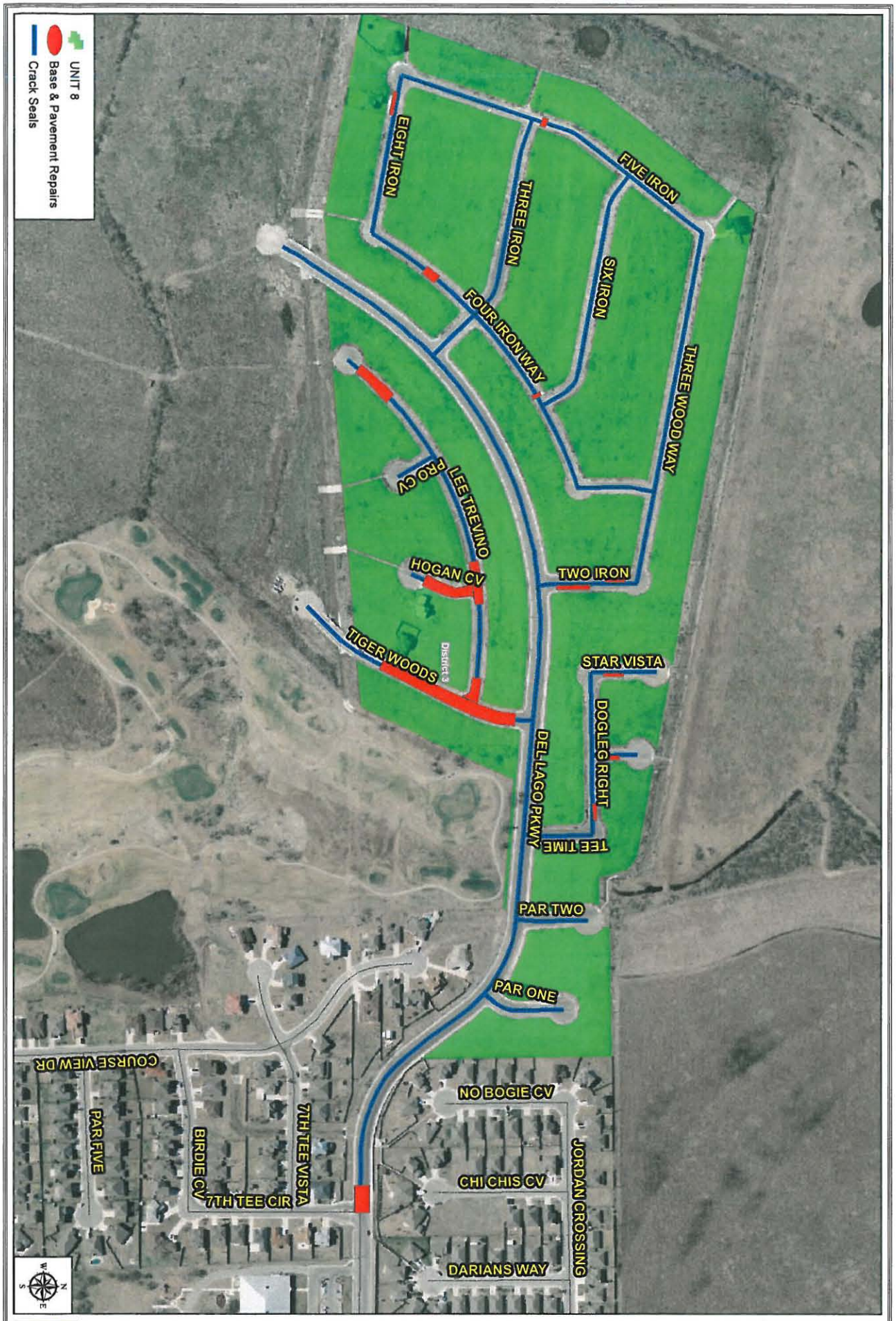
SHEET NUMBER

1.0

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEA

EXHIBIT B

Map of Unit 8 Streets



Mission Del Lago - Unit 8

City of San Antonio
Public Works Department
Street Maintenance Division
GIS Planning

Date Map Created: 8/26/2011
Map Created By: Chris Goepfert

EXHIBIT C

Construction Documents

Mission Del Lago Subdivision, Unit 8

Street Summary

Street Name (Total Length)	Subgrade	1st Lift	2nd Lift	3rd Lift	4th Lift	Asphalt
Del Lago Pkwy (Total Length of 9+99.98 to 43+72.49)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Tiger Woods (Total Length of 10+22 to 13+50)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Tiger Woods (Total Length of 13+50 to 17+35.17)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Pro Cove (Total Length of 10+14 to 11+19.91)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Lee Trevino (Total Length of 10+20 to 21+81.52)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Hogan Cove (Total Length of 10+14 to 12+05.85)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Par One (Total Length of 10+22 to 11+50)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Par One (Total Length of 11+50 to 12+48.11)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Par Two (Total Length of 10+22 to 11+50)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Par Two (Total Length of 11+50 to 12+14.92)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Hole In One (Total Length of 10+14 to 11+43.18)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Par Four (Total Length of 10+22 to 12+07.28)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Par Five (Total Length of 10+00 to 10+50)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Par Five (Total Length of 10+50 to 14+92.76)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Star Vista (Total Length of 10+00 to 11+92.59)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Two Iron (Total Length of 10+22 to 12+99.66)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Three Wood Way (Total Length of 10+00 to 20+76.13)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Five Iron (Total Length of 10+00 to 20+40.41)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Six Iron (Total Length of 10+14 to 17+61.19)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Three Iron (Total Length of 10+22 to 14+00)	Geogrid	6" Base	5" Base	5" Base	5" Base	2" Asphalt
Three Iron (Total Length of 14+00 to 17+93.96)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Four Iron Way (Total Length of 10+14 to 22+43.12)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt
Eight Iron (Total Length of 10+00 to 14+84.35)	Geogrid	5" Base	5" Base	-	-	1.5" Asphalt

Note: * Lift thicknesses are as specified by contractor

Mission Del Lago Unit 8 Street Repairs

1 **ASPHALT RECLAMATION (Del Lago Pkwy):**
Cement-Treated Recycled Base with Asphalt Surface Course:
Mill (pulverize) Recycle existing failed asphalt pavement and base to a depth of 10 inches. Mix with an average of 6% (53.33 lbs./s.y.) portland cement and water. Remove excess material and compact base to an average thickness of 8". Tack edges with an asphaltic material for bonding and pave with Type "D" hot mix asphaltic concrete wearing course to achieve an average compacted thickness of 2".

2 **ASPHALT RECLAMATION (Local Streets):**
Cement-Treated Recycled Base with Asphalt Surface Course:
Mill (pulverize) Recycle existing failed asphalt pavement and base to a depth of 8 inches. Mix with an average of 6% (42.67 lbs./s.y.) portland cement and water. Remove excess material and compact base to an average thickness of 6". Tack edges with an asphaltic material for bonding and pave with Type "D" hot mix asphaltic concrete wearing course to achieve an average compacted thickness of 2".

3 **ASPHALT REPAIR (Local Streets):**
Sawcut defined limits of areas in a straight line. Excavate failed asphalt pavement. Tack edges with an asphaltic material for bonding. Repave with hot mix asphaltic concrete and compact to achieve an average compacted thickness of 2 to 3". **This pavement thickness will vary because of existing low spots.**

4 **CRACK SEALING (All Streets):**
Remove all grass, dirt, and loose foreign material from cracks. The cleaned cracks shall then be filled flush with a hot-poured rubber asphalt compound.

EXHIBIT F

Restrictive Covenant – Universal Design Policy

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any of the Following Information from this Instrument Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

Restrictive Covenant
Mission del Lago Tax Reinvestment Zone #6

State of Texas	§	
	§	Know All By These Presents
County of Bexar	§	

Covenanter:	**MISSION DEL LAGO, LTD.,** A Texas Limited Partnership, By and through its General Partner, MDL, Inc., a Texas Corporation
Covenanter's Address:	2928 Manor Road Austin, TX 78722
Beneficiary of Covenants:	City of San Antonio
Beneficiary's Address:	City Clerk, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966
Premises:	That property situated in San Antonio, Bexar County, Texas more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.
Consideration:	$10 in hand paid, the receipt and adequacy of which are hereby acknowledged.
Ordinance:	2014-05-01-0286 May 1st, 2014

1. Imposition of Covenant.

Covenanter and those claiming through it must henceforth comply with all Universal Design requirements set forth in the City of San Antonio Unified Development Code, City Code, Chapter 6, Article XII.

Exhibit F, Page 1 of 4

2. Rights of Beneficiary

This covenant is made for the benefit of Beneficiary. Beneficiary may enforce this instrument in court or otherwise and, in connection with enforcement, is entitled to all remedies afforded by law and equity, including but not limited to injunctive relief to compel compliance.

3. Termination of Restriction.

Covenanter or those claiming through it may, upon termination of Tax Increment Reinvestment Zone Number Six, petition the City Council to authorize by ordinance lifting this restriction. No fee need be paid in connection with the petition or lifting the ordinance, but City Council may refuse to lift the restriction if, in its discretion, it determines that the Universal Design requirements should remain in effect.

4. Applicable Law.

This Agreement is entered into in San Antonio, Bexar County, state of Texas. **THE CONSTRUCTION OF THIS AGREEMENT AND THE RIGHTS, REMEDIES, AND OBLIGATIONS ARISING THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.** Provided, however, the Texas conflicts of law rules shall not be used to cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties shall be deemed performable in San Antonio, Bexar County, Texas.

5. Successor

This Agreement shall run with the land and shall inure to the benefit of and be binding upon purchasers, successors and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the _____ day of _____ 20___.

MISSION DEL LAGO, LTD.,
A Texas Limited Partnership,
By and through its General Partner,
MDL, Inc., a Texas Corporation

By:_____

Title:_____

State of Texas §

County of Bexar §

This instrument was acknowledged before me this date by _____, of MDL, Inc., a Texas corporation, General Partner of Mission del Lago, Ltd., a Texas limited partnership, in the capacity therein stated and on behalf of that entity.

Date:_____

_____
Notary Public, State of Texas

My Commission expires:_____

Exhibit F, Page 3 of 4

Exhibit A

KFW SURVEYING

FIRM LICENSE NO. 10122300

FIELD NOTES
FOR
A 2.5463 ACRE TRACT

A 2.5463 of an acre tract of land, in the New City Block (N.C.B.) 11166 out of the J.M. Urriegas Survey A-769, being out of the remaining portion of a 3.00 acre tract of land conveyed to Mission Del Lago, Ltd of record in Volume 13850 Page 2224 of the Official Public Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a found 5/8" iron pipe, in the west right-of-way line of U.S. Highway 281, a 200 foot right-of-way, of record in Volume 5671 Page 949, for the southeast corner of Lot 2, N.C.B. 11166 of record in Volume 2423 Page 332 and the northeast corner of a remaining portion of the 692.353 acre tract of land conveyed to Mission Del Lago, Ltd of record in Volume 6609 Page 597 of the Official Public Records of Bexar County, Texas of the tract described herein;

THENCE: along and with the west right-of-way line of U.S. Highway 281 and an east line of the 692.353 acre tract with a curve to the right, having an arc of 162.99 feet, a radius of 5670.27 feet, a delta of 01°38'49", and a chord bears S 05°53'07" E, a distance of 162.98 feet to a found ½" iron rod, for a east corner of the 692.353 acre tract and for the northeast corner of a remaining portion of a 3.00 acre tract and **POINT OF BEGINNING** of the tract described herein;

THENCE: continuing along and with the west right-of-way line of U.S. Highway 281and the east line of the 3.00 acre tract with a curve to the right, having an arc of 46.70 feet, a radius of 5670.27 feet, a delta of 00°28'19", and a chord bears S 94°49'33" E, a distance of 46.70 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a northeast corner of Tract Three, a 0.281 of an acre, variable width drainage easement, of record in Volume 14792 Page 1634 of the Official Public Records of Bexar County, Texas and an east corner of the remaining portion of a 3.00 acre tract and tract described herein;

THENCE: Departing the west right-of-way line of U.S. Highway 281 along and with the north and west line of Tract Three and a south and east line of the remaining portion of the 3.00 acre tract the following calls and distances:

1. S 86°44'14" W, a distance of 49.99 feet to a found 1/2" iron rod with a "Vickrey" cap, for the northwest corner of Tract Three and an interior corner of the remaining portion of the 3.00 acre tract and tract described herein, and

2. S 03°01'43" E, a distance of 241.24 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in a curve of the north line of Tract Four, a 0.296 of an acre, a 20 foot landscape easement, of record in Volume 14792 Page 1634 of the Official Public Records of Bexar County, Texas, for the southeast corner of the remaining 3.00 acre tract and the tract described herein;

THENCE: along and with the north line of Tract Four and a south line of the remaining portion of the 3.00 acre tract the following calls and distances:

1. with a non-tangent curve to the left, having an arc of 325.80 feet, a radius of 463.00 feet, a delta of 40°19'04", and a chord bears S 66°41'31" W, a distance of 319.12 feet to a set 1/2"

iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency, and

2. S 46°32'01" W, a distance of 41.12 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a southeast corner of the remaining portion of a 692.353 acre tract and the southwest corner of the remaining 3.00 acre tract and the tract described herein;

THENCE: Departing the north line of Tract Four along and with an east line and a south line of the 692.353 acre tract and the west and north line of the remaining portion of the 3.00 acre tract the following calls and distances:

1. N 00°43'09" W, a distance of 440.33 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the 692.353 acre tract and the northwest corner of the 3.00 acre tract and the tract described herein,

2. N 89°16'51" E, a distance of 361.71 feet to the POINT OF BEGINNING and containing 2.5463 of an acre or 110,919 square feet more or less, in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying.

Job No.:	11-034
Prepared by:	KFW Surveying
Date:	September 12, 2013
File:	S:\Draw 2011\11-034 MISSION DEL LAGO\DOCS\PN 2.5463 AC.doc

STATE OF TEXAS REGISTERED THERESA A. SEIDEL 5072 PROFESSIONAL LAND SURVEYOR

9/17/2013

KFW SURVEYING

FIRM LICENSE NO. 10122300

FIELD NOTES
FOR
A 5.0706 ACRE TRACT

A 5.0706 of an acre tract of land, in the New City Block (N.C.B.) 11166 out of the J.M. Urriegas Survey A-769, being out of a 692.353 acre tract of land conveyed to Mission Del Lago, Ltd of record in Volume 6609 Page 597 of the Official Public Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BENGINNING at a found 5/8" iron pipe, in a curve in the west right-of-way line of U.S. Highway 281, a 200 foot right-of-way, of record in Volume 5671 Page 949, and for the southeast corner of Lot 2, N.C.B. 11166 of record in Volume 2423 Page 332, and the northeast corner of the tract described herein;

THENCE: along and with the west right-of-way line of U.S. Highway 281 and the east line of this tract with a curve to the right, having an arc of 162.99 feet, a radius of 5670.27 feet, a delta of 01°38'49", and a chord bears S 05°53'07" E, a distance of 162.98 feet to a found ½" iron rod, for the northeast corner of a remaining portion of a 3.00 acre tract of record in Volume 13850 Page 2224 of the Official Public Records of Bexar County, Texas and for an east corner of the tract described herein;

THENCE: Departing the west right-of-way line of U.S. Highway 281 along and with the north and west line of the remaining portion of the 3.00 acre tract and a south and an east line of this tract the following calls and distances:

1. S 89°16'51" W, a distance of 361.71 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northwest corner of the 3.00 acre tract and an interior corner of the tract described herein, and

2. S 00°43'09" E, a distance of 440.93 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the north line of Tract Four, a 0.296 of an acre, a 20 foot landscape easement, of record in Volume 14792 Page 1634 of the Official Public Records of Bexar County, Texas, for the southwest corner of the remaining 3.00 acre tract and for a southeast corner of the tract described herein;

THENCE: along and with the north line of Tract Four and a south line of this tract the following calls and distances:

1. S 46°32'01" W, a distance of 64.37 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the right,

2. with a curve to the right, having an arc of 196.83 feet, a radius of 300.00 feet, a delta of 37°35'33", and a chord bears S 65°19'47" W, a distance of 193.32 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the east line of a 16 foot sanitary sewer easement of the Mission Del Lago Subdivision, Unit 5, a subdivision plat of record in Volume 9564 Page 203 of the Deed and Plat Records of Bexar County, Texas, for the southwest corner of the tract described herein;

14603 Huebner Rd. Bldg 40, San Antonio, Texas 78230 • Phone: (210) 979-8444 • Fax: (210) 979-8441 • www.kfwengineers.com

THENCE: along and with the east line of the a 16 foot sanitary sewer easement and Lots 60-68 of the Mission Del Lago Subdivision, Unit 5 and the west line of this tract the following calls and distances:

1. N 00°43'23" W, a distance of 65.79 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,

2. N 58°30'18" W a distance of 18.91 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point,

3. N 00°43'23" W a distance of 649.27 feet to a found 1/2" iron rod with a "Vickrey" cap in the south line of Lot 2, for the northwest corner of the tract described herein;

THENCE: N 89°18'43" E along and with the south line of Lot 2 and the north line of this tract, a distance of 587.02 feet to the POINT OF BEGINNING and containing 5.0706 of an acre or 220,873square feet more or less, in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying.

Job No.:	11-034
Prepared by:	KFW Surveying
Date:	September 4, 2013
File:	S:\Draw 2011\11-034 MISSION DEL LAGO\DOCS\FN 5.0706 AC.doc

STATE OF TEXAS REGISTERED TED SAA SEIDEL 6672 PROFESSIONAL LAND SURVEYOR

9/17/2013

KFW SURVEYING

FIRM LICENSE NO. 10122300

FIELD NOTES
FOR
A 47.766ACRE TRACT

A 47.766 of an acre tract of land, in the New City Block (N.C.B.) 11166 out of the J.M. Urriegas Survey A-769 and J.A. De La Garza Survey A-3, being out of a 692.353 acre tract of land conveyed to Mission Del Lago, Ltd of record in Volume 6609 Page 597 of the Official Public Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BENGINNING at a found 1/2" iron rod, in the west right-of-way line of U.S. Highway 281, a 200 foot right-of-way, of record in Volume 5671 Page 949, at the cutback intersection with the north right-of-way line of Mission Grande, a 86 foot right-of-way, of record in Volume 9522 Page 53 of the Deed and Plat Records of Bexar County, Texas and for a southeast corner of the tract described herein;

THENCE: along and with the right-of-way cutback of the north right-of-way line of Mission Grande and the north line of the remaining portion of the 692.353 acre tract the following calls and distances:

1. S 44°54'27" W, a distance of 21.00 feet to a found 1/2" iron rod, for an angle point, and

2. S 89°22'02" W, a distance of 584.95 feet to a found 1/2" iron rod with a "MBC" cap, for the southeast corner of Lot 1, Block 51, N.C.B. 11166 of the Southside Villa (T.I.F.), of record in Volume 9557 Page 98 of the Deed and Plat Records of Bexar County, Texas and the southwest corner of the tract described herein;

THENCE: departing the north right-of-way line of Mission Grande along and with the east and north line of Lot 1, Block 51 and a west and south line of the remaining portion of the 692.353 acre tract and this tract the following calls and distances:

1. N 00°36'44" W, a distance of 410.00 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the right,

2. with a curve to the right, having an arc of 353.43 feet, a radius of 225.00 feet, a delta of 90°00'03", and a chord bears N 44°23'17" E, a distance of 318.20 feet to a found 1/2" iron rod with a "MBC", for a point of tangency,

3. N 89°23'16" E, a distance of 125.00 feet to a found 1/2" iron rod, for a northeast corner of Lot 1, Block 51 and an interior corner of the tract described herein,

4. N 00°36'44" W, a distance of 445.00 feet to a found 1/2" iron rod, for the northeast corner of Lot 1, Block 51 and an interior corner of the tract described herein, and

5. S 89°23'17" W, at 690.00 feet passing a found 1/2" iron rod with a "MBC" cap, for the northwest corner of Lot 1, Block 51 and continuing for a total distance of 698.03 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the west right-of-way line of Clubhouse Blvd, a variable width right-of-way of record in Volume 9571 Page 153 of the Deed and Plat Records of Bexar County, Texas, for a westerly corner of the tract described herein;

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THENCE: N 00°36'05" W, along and with the east right-of-way line of Clubhouse Blvd and a west line of this tract, a distance of 28.10 feet to a found ½" iron rod with an "Austin Sur" cap, for the southwest corner of Lot 2, Block 51, N.C.B. 11166 of the Mission Del Lago Multifamily, of record in Volume 9649 Page 86 of the Deed and Plat Records of Bexar County and for a westerly corner of the tract described herein;

THENCE: departing the east right-of-way line of Clubhouse Blvd along and with the south, east and north lines of Lot 2, Block 51 and a north, west and south lines of the remaining portion of the 692.353 acre tract and this tract the following calls and distances:

1. N 89°23'55" E, a distance of 697.89 feet to a found 1/2" iron rod with a "Austin Sur" cap, for the southeast corner of Lot 2, Block 51 and an interior corner of the tract described herein,

2. N 00°37'41" W, a distance of 417.50 feet to a found 1/2" iron rod with a "Austin Sur" cap, for an easterly corner of Lot 2, Block 51 and an interior corner of the tract described herein,

3. S 89°21'26" W, a distance of 125.00 feet to a found 1/2" iron rod with a "Austin Sur" cap, for a point of curvature to the right,

4. with a curve to the right, having an arc of 353.44 feet, a radius of 225.00 feet, a delta of 90°00'00", and a chord bears N 45°38'33" W, a distance of 318.20 feet to a found 1/2" iron rod with a "Austin Sur" cap, for a point of tangency,

5. N 00°38'34" W, a distance of 196.62 feet to a found 1/2" iron rod with a "Austin Sur" cap, for a point of curvature to the right,

6. with a curve to the right, having an arc of 6.41 feet, a radius of 17.00 feet, a delta of 21°35'35", and a chord bears N 10°09'19" E, a distance of 6.37 feet to a found 1/2" iron rod with a "Austin Sur" cap, for a point of tangency,

7. N 20°57'01" E, a distance of 96.77 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northeast corner of Lot 2, Block 51 and an interior corner of the remaining portion of the 692.353 acre tract and the tract described herein, and

8. N 69°02'59" W, a distance of 348.00 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the west right-of-way line of Clubhouse Blvd, for the northwest corner of Lot 2, Block 51 and a west corner of the tract described herein;

THENCE: along and with the east right-of-way line of Clubhouse Blvd and a west line of the remaining portion of the 692.353 acre tract and this tract the following calls and distances:

1. N 20°59'48" E, a distance of 400.15 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the left,

2. with a curve to the left, having an arc of 155.92 feet, a radius of 434.91 feet, a delta of 20°32'29", and a chord bears N 10°42'39" E, a distance of 155.09 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency, and

3. N 00°26'33" E, a distance of 846.75 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the south line of Tract Five, a 0.697 acre - 30 foot landscape easement, of record in Volume 14792 Page 1634 of the Official Public Records of Bexar County, Texas, for the southwest corner of Tract Five and the northwest corner of the tract described herein;

THENCE: along and with the south line of Tract Five and a north line of the remaining portion of the 692.353 acre tract and this tract the following calls and distances:

1. S 89°18'13" E, a distance of 88.34 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the left,

2. with a curve to the left, having an arc of 322.29 feet, a radius of 424.63 feet, a delta of 43°29'14", and a chord bears N 68°26'01" E, a distance of 314.61 feet to a found 1/2" iron rod with a "Vickrey" cap, for a point of tangency,

3. N 46°31'25" E, a distance of 74.44 feet to a found 1/2" iron rod with a "Vickrey" cap, for a point of curvature to the right,

4. with a curve to the right, having an arc of 257.60 feet, a radius of 325.53 feet, a delta of 45°21'45", and a chord bears N 69°06'44" E, a distance of 250.82 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point, at the cutback to the intersect with the right-of-way line of U.S. Highway 281, and

5. S 48°28'31" E with the cutback, a distance of 26.42 feet to a found 1/2" iron rod with a "Vickrey", in the west right-of-way line of U.S. Highway 281, for the northeast corner of the tract described herein;

THENCE: along and with the west right-of-way line of U.S. Highway 281 and an east line of the 692.353 acre tract and this tract the following calls and distances:

1. S 00°39'48" E, a distance of 2392.34 feet to a found Texas Department of Transportation Monument Type I, for an angle point, and

2. S 00°37'14" E, a distance of 1364.83 feet to the POINT OF BEGINNING and containing 47.766 of an acre or 2,080,696 square feet more or less, in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying.

Job No.:	11-034
Prepared by:	KFW Surveying
Date:	September 12, 2013
File:	S:\Draw 2011\11-034 MISSION DEL LAGO\DOCS\FN 47.766AC.doc

STATE OF TEXAS REGISTERED TERESA A. GENDEL 5072 PROFESSIONAL LAND SURVEYOR

9/12/2013

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KFW SURVEYING

FIRM LICENSE NO. 10122300

FIELD NOTES
FOR
A 96.98 ACRE TRACT

A 96.98 of an acre tract of land, in the New City Block (N.C.B.) 11166 out of the J.A. De La Garza Survey A-3, being out of a 119.692 acre tract of land conveyed to Mission Del Lago, Ltd of record in Volume 6609 Page 597 of the Official Public Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BENGINNING at a found ½" iron rod in the west right-of-way line of U.S. Highway 281, a 200 foot right-of-way, of record in Volume 5671 Page 949 of the Official Public Records of Bexar County, Texas, for the easterly northeast corner of the remaining portion of the 119.692 acre tract and the tract described herein;

THENCE: along and with the west right-of-way line of U.S. Highway 281 and the east line of the remaining portion of the 119.692 acre tract the following calls and distances:

1. S 00°37'13" E, a distance of 961.30 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point, and

2. S 00°38'09" E a distance of 2200.94 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northeast corner of a 20.00 acre tract conveyed to John W. Pleuthner of record in Volume 11012 Page 1117 of the Official Public Records of Bexar County, Texas and the easterly southeast corner of the remaining portion of 119.692 acre tract and the tract described herein;

THENCE: along and with the north and west line of the 20.00 acre tract and a south and east line of the remaining portion of the 119.692 acre tract the following calls and distances:

1. S 80°55'43" W, a distance of 1340.09 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the northwest corner of the 20.00 acre tract and an interior corner of the 119.692 acre tract and the tract described herein, and

2. S 00°39'08" E, a distance of 657.09 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying" in the north line of a private road, for the southwest corner of the 20.00 acre tract and the southeast corner of the 119.692 acre tract and the tract described herein;

THENCE: along and with the north line of the private road and a south line of the remaining portion of the 119.692 acre tract the following calls and distances:

1. S 80°55'18" W, a distance of 184.04 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point, and

2. S 73°38'54" W, a distance of 234.64 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the southeast corner of a 10.01 acre tract of record in

Volume 6143 and Page 1426 of the Official Public Records of Bexar County, Texas and the southwest corner of the 119.692 acre tract and the tract described herein;

THENCE: N 32°26'40" W along and with the northeast line of the 10.01 acre tract and a southwest line of the remaining portion of the 119.692 acre tract, a distance of 648.62 feet to a found 1" pipe, for the northeast corner of the 10.01 acre tract, a south corner of a 160.00 acre tract of record in Volume 4259 Page 622 of the Official Public Records of Bexar County, Texas and a west corner of the remaining 119.692 acre tract and the tract described herein;

THENCE: along and with the southeast and east line of the 160.00 acre tract and the northwest and west line of the remaining portion of the 119.692 acre tract the following calls and distances:

1. N 59°42'57" E, a distance of 518.79 feet to a found 1/2" iron rod, for an angle point,
2. N 47°30'09" E, a distance of 432.84 feet to a found 1/2" iron rod, for an angle point,
3. N 12°11'04" E, a distance of 659.74 feet to a found 1/2" iron rod, for an angle point,
4. N 01°30'55" E, a distance of 1306.26 feet to a found 1/2" iron rod, for an angle point, and
5. N 06°38'45" W, a distance of 530.88 feet to a found 1/2" iron rod with a "Vickrey" cap, for the southwest corner of a 3.00 acre tract of record in Volume 14746 Page 36 of the Official Public Records of Bexar County, Texas and a westerly northwest corner of the 119.962 acre tract and the tract described herein;

THENCE: along and with the south and east line of the 3.00 acre tract and a north and west line of the remaining portion of the 119.692 acre tract the following calls and distances:

1. N 88°53'49" E, a distance of 147.98 feet to a found 1/2" iron rod with a "Vickrey" cap, for the southeast corner of the 3.00 acre tract and an interior corner of the 119.692 acre tract, and
2. N 00°36'46" W, a distance of 522.48 feet to a found 1/2" iron rod in the south right-of-way line of Mission Grande, a 86 foot right-of-way, of record in Volume 9522 Page 53 of the Deed and Plat Records of Bexar County, Texas and for a northeast corner of the 3.00 acre tract and the northwest tract of the 119.962 acre tract and the tract described herein;

THENCE: along and with the south right-of-way line of Mission Grande and the north line of the remaining portion of the 119.692 acre tract the following calls and distances:

1. N 89°23'05" E, a distance of 62.00 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the tract described herein,
2. N 43°47'23" E, a distance of 16.63 feet to a found 1/2" iron rod, for a non-tangent point of curvature to the right,
3. with a non-tangent curve to the right, having an arc of 21.00 feet, a radius of 13.00 feet, a delta of 92°33'25", and a chord bears N 45°33'14" E, a distance of 18.79 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of tangency,

4. N 89°23'06" E, a distance of 912.01 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point at the outback intersection with U.S. Highway 281, and

5. S 45°36'55" E, a distance of 21.21 feet to the POINT OF BEGINNING and containing 96.98 of an acre or 4,224,610 square feet more or less, in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying.

Job No.:	11-034
Prepared by:	KFW Surveying
Date:	September 12, 2013
File:	S:\Draw 2011\11-034 MISSION DEL LAGO\DOCS\FN 96.98 AC.doc

9/17/2013

KFW SURVEYING

FIRM LICENSE NO. 10122300

FIELD NOTES
FOR
A 364.57 ACRE TRACT

A 364.57 of an acre tract of land, in the New City Block (N.C.B.) 11166 out of the J.M. Urriegas Survey A-769 and J.A. De La Garza Survey A-3, being out of a 692.353 acre tract of land conveyed to Mission Del Lago, Ltd of record in Volume 6609 Page 597 of the Official Public Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a found 1/2" iron rod, for a southwest corner of a 22.66 acre tract of record in Volume 4259 Page 617 of the Official Public Records of Bexar County, Texas and the northwest corner of a 160.00 acre tract of record in Volume 4259 Page 622 of the Official Public Records of Bexar County, Texas and an east corner of the remaining portion of the 692.353 acre tract;

THENCE: along and with a west line of the 160.00 acre tract and an east line of the remaining portion of the 692.353 acre tract the following calls and distances:

1. S 06°49'44" E, a distance of 319.80 feet to a found 1/2" iron rod, for an angle point, and
2. S 24°45'37" E, a distance of 342.33 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for the **POINT OF BEGINNING** of the tract described herein;

THENCE: continuing along and with a west line of the 160.00 acre tract and an east line of the remaining portion of the 692.353 acre tract the following calls and distances:

1. S 24°45'37" E, a distance of 293.05 feet to a found 1/2" iron rod, for an angle point,
2. S 30°47'15" W, a distance of 101.46 feet to a found 1/2" iron rod, for an angle point,
3. N 84°14'25" W, a distance of 566.83 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,
4. S 87°41'39" W, a distance of 820.25 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,
5. S 07°03'44" W, a distance of 446.06 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,
6. S 84°28'24" E, a distance of 1486.83 feet to a found 1/2" iron rod, for an easterly corner of the tract described herein,
7. S 20°06'34" E, a distance of 655.07 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point,
8. S 24°55'53" E, a distance of 1130.75 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an easterly corner of the tract described herein,

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9. S 63°23'58" W, a distance of 385.80 feet to a found 1/2" iron rod, for an angle point,

10. S 50°10'14" W, a distance of 354.17 feet to found 1/2" iron rod, for a corner of the tract described herein,

11. N 39°45'34" W, a distance of 184.34 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,

12. S 77°55'21" W, a distance of 132.02 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,

13. S 06°45'32" W, a distance of 164.16 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,

14. S 39°45'13" E, a distance of 132.70 feet to found 1/2" iron rod, for a corner of the tract described herein,

15. S 50°10'06" W, a distance of 222.59 feet to found 1/2" iron rod, for an interior corner of the tract described herein,

16. S 02°11'12" W, a distance of 248.52 feet to a found 1/2" iron rod, for a point of curvature to the left,

17. with a curve to the left, having an arc of 298.29 feet, a radius of 150.00 feet, a delta of 113°56'18", and a chord bears S 54°51'52" E, a distance of 251.51 feet to a found 1/2" iron rod, for a point of tangency,

18. N 68°18'39" E, a distance of 496.03 feet to a found 1/2" iron rod, for an angle point,

19. N 50°40'31" E, a distance of 566.21 feet to a found 1/2" iron rod, for an easterly corner of the tract described herein,

20. S 24°08'46" E, a distance of 640.32 feet to a found 1/2" iron rod, for an easterly corner of the tract described herein,

21. S 77°18'34" W, a distance of 325.18 feet to a found 1/2" iron rod, for an angle point,

22. S 60°14'08" W, a distance of 594.82 feet to a found 1/2" iron rod, for an angle point,

23. S 51°56'35" W, a distance of 888.35 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,

24. S 56°30'54" E, a distance of 487.47 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,

25. N 68°24'25" E, a distance of 545.27 feet to a found 1/2" iron rod, for an angle point,

26. N 56°45'32" E, a distance of 602.22 feet to a found 1/2" iron rod, for an easterly corner of the tract described herein,

27. S 07°05'19" W, a distance of 508.29 feet to a found 1/2" iron rod, for an angle point,

28. S 29°32'48" W, a distance of 989.71 feet to a found 1" iron pipe, for a point of curvature to the left, and

29. with a curve to the left, having an arc of 392.32 feet, a radius of 150.00 feet, a delta of 149°51'12", and a chord bears S 45°23'16" E, a distance of 289.68 feet to a found 1" iron pipe, for a point of non-tangency, for a south corner of the 160.00 acre tract and the northwest corner of the remaining portion of a 119.962 acre tract of land conveyed to Mission Del Lago, Ltd of record in Volume 6609 Page 597 of the Official Public Records of Bexar County, Texas, the northeast corner of a 10.01 acre tract of record in Volume 6143 Page 1426 of the Official Public Records of Bexar County, Texas and a southeast corner of the remaining portion of the 692.353 acre tract and the tract described herein;

THENCE: S 59°38'19" W, along and with the north line of the 10.01 acre tract and the south line of the 692.353 acre tract, a distance of 337.26 feet to a found ½" iron rod with a "CEC" cap for a point of curvature to the right which bears N 59°38'19" E, a distance of 236.38 feet from a found ½" iron rod with a "CEC" cap, for a southeast corner of a 15.25 acre tract of record in Volume 16339 Page 361 of the Official Public Records of Bexar County, Texas and a southwesterly corner of the 692.353 acre tract and the tract described herein;

THENCE: along and with an east line of the 15.25 acre tract and a west line of the remaining portion of the 692.353 acre tract the following calls and distances:

1. with a non-tangent curve to the right, having an arc of 498.08 feet, a radius of 380.00 feet, a delta of 75°06'00", and a chord bears N 48°50'15" W, a distance of 463.18 feet to a found ½" iron rod with a "CEC" cap, for an angle point and point of tangency,

2. N 11°18'58" W, a distance of 46.92 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for a point of curvature to the left,

3. with a curve to the left, having an arc of 127.70 feet, a radius of 170.00 feet, a delta of 43°02'19", and a chord bears N 32°54'02" W, a distance of 124.72 feet to a found ½" iron rod with a "CEC" cap, for an angle point and a point of non-tangency,

4. N 53°49'33" W, a distance of 11.90 feet to a found ½" iron rod with a "CEC" cap, for an interior corner of the tract described herein,

5. S 35°40'50" W, a distance of 268.50 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

6. S 53°08'41" W, a distance of 688.70 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

7. S 63°23'28" W, a distance of 74.38 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

8. S 47°33'19" W, a distance of 134.99 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

9. S 53°09'10" W, a distance of 537.16 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

10. S 65°58'04" W, a distance of 116.23 feet to a found ½" iron rod with a "CEC" cap, for the southwest corner of the tract described herein,

11. N 25°25'50" W, a distance of 300.49 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

12. N 14°06'14" E, a distance of 715.29 feet to a found ½" iron rod with a "CEC" cap, for an interior corner of the tract described herein,

13. N 31°52'51" W, a distance of 491.44 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

14. N 09°40'17" W, a distance of 298.92 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

15. N 03°51'46" W, a distance of 303.89 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

16. N 34°12'42" E, a distance of 417.23 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

17. N 37°01'39" E, a distance of 744.67 feet to a found ½" iron rod with a "CEC" cap, for an angle point,

18. N 54°50'37" E, a distance of 868.90 feet to a found ½" iron rod with a "CEC" cap, for an interior corner of the tract described herein,

19. N 11°41'30" W, a distance of 97.22 feet to a found ½" iron rod with a "CEC" cap, for the northeast corner of the15.25 acre tract and for an interior corner of the tract described herein, and

20. S 54°43'56" W, a distance of 146.29 feet to a found ½" iron rod, for an easterly corner of a 876.91 acre tract, known as Mitchell Lake of record in Volume 4999, Page 728 of the Official Public Records of Bexar County, Texas a for a westerly corner of the tract described herein;

THENCE: along and with an east line of the 876.91 acre tract and a west line of the remaining portion of the 692.353 acre tract the following calls and distances:

1. N 26°15'16" E, a distance of 275.47 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,

2. S 67°33'16" W, a distance of 270.27 feet to a found 1/2" iron rod, for an angle point,

3. N 86°16'46" W, a distance of 228.39 feet to a found 1/2" iron rod, for an angle point;

4. S 66°41'08" W, a distance of 108.57 feet to a found 1/2" iron rod, for an angle point,

5. N 16°49'49" W, a distance of 119.74 feet to a found 1/2" iron rod, for an angle point,

6. N 89°12'59" W, a distance of 323.15 feet to a found 1/2" iron rod, for an angle point,

7. S 77°41'17" W, a distance of 287.28 feet a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point,

8. S 77°26'52" W, a distance of 107.78 feet a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point,

9. S 73°20'53" W, a distance of 79.79 feet a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point,

10. S 67°17'08" W, a distance of 37.41 feet a found 1/2" iron rod, for an angle point,

11. S 30°36'42" W, a distance of 196.08 feet a found 1/2" iron rod, for an interior corner of the tract described herein,

12. S 68°20'29" E, a distance of 25.77 feet a found 1/2" iron rod, for a corner of the tract described herein,

13. S 18°40'35" W, a distance of 311.57 feet to a found 1/2" iron rod with a "Baker" cap, for an angle point,

14. S 78°56'20" W, a distance of 261.60 feet to a found 1/2" iron rod, for an angle point,

15. N 60°06'51" W, a distance of 176.47 feet to a found 1/2" iron rod, for an angle point,

16. N 53°00'33" W, a distance of 109.61 feet to a found 1/2" iron rod, for an angle point,

17. N 34°15'15" W, a distance of 12.09 feet to a found 1/2" iron rod, for an angle point,

18. N 17°08'13" W, a distance of 86.53 feet to a found 1/2" iron rod with a "Baker" cap, for an angle point,

19. N 01°55'02" W, a distance of 107.70 feet to a found 1/2" iron rod, for an angle point,

20. N 08°13'39" E, a distance of 89.68 feet to a found 1/2" iron rod, for an angle point,

21. N 24°14'47" E, a distance of 134.13 feet to a found 1/2" iron rod, for an angle point,

22. N 28°51'15" E, a distance of 169.38 feet to a found 1/2" iron rod with a "Baker" cap, for an angle point,

23. N 08°05'18" E, a distance of 279.64 feet to a found 1/2" iron rod, for an angle point,

24. N 60°51'40" W, a distance of 271.46 feet to a found 1/2" iron rod, for an angle point,

25. N 46°29'47" W, a distance of 129.58 feet to a found 1/2" iron rod, for an angle point,

26. N 15°31'45" W, a distance of 21.58 feet to a found 1/2" iron rod with a "Baker" cap, for an angle point,

27. N 09°53'52" E, a distance of 64.14 feet to a found 1/2" iron rod, for an angle point,

28. N 23°16'12" E, a distance of 126.18 feet to a found 1/2" iron rod, for an angle point,

29. N 14°17'33" E, a distance of 170.12 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point,

30. N 32°36'21" E, a distance of 99.59 feet to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an angle point,

31. N 20°02'44" E, a distance of 38.43 feet to a found 1/2" iron rod, for an angle point,

32. N 09°19'18" E, a distance of 34.68 feet to a found 1/2" iron rod, for an angle point,

33. N 07°31'14" W, a distance of 71.26 feet to a found 1/2" iron rod with "Baker" cap, for an angle point,

34. N 04°26'18" E, a distance of 204.40 feet to a found 1/2" iron rod, for an angle point,

35. N 20°46'19" E, a distance of 29.82 feet to a found 1/2" iron rod, for an angle point,

36. N 24°48'39" E, a distance of 189.06 feet to a found 1/2" iron rod, for an angle point,

37. N 27°07'51" E, a distance of 220.91 feet to a found 1/2" iron rod, for an angle point,

38. N 01°34'38" E, a distance of 245.88 feet to a found 1/2" iron rod, for an angle point,

39. N 09°07'51" E, a distance of 33.00 feet to a found 1/2" iron rod, for an angle point,

40. N 11°56'13" E, a distance of 27.15 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,

41. N 62°36'13" W, a distance of 221.24 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,

42. S 59°40'21" W, a distance of 684.52 feet to a found 1/2" iron rod with a "Baker" cap, for an angle point,

43. S 23°54'08" W, a distance of 197.39 feet to a found 1/2" iron rod with a "Baker" cap, for a corner of the tract described herein,

44. N 74°56'09" W, a distance of 9.09 feet to a found 1/2" iron rod, for an interior corner of the tract described herein,

45. S 27°34'39" W, a distance of 18.38 feet to a found 1/2" iron rod with a "Baker" cap, for a corner of the tract described herein,

46. N 77°31'38" W, a distance of 129.16 feet to a found 1/2" iron rod with a "Baker" cap, for an angle point,

47. N 31°01'45" W, a distance of 212.14 feet to a found 1/2" iron rod, for an angle point,

48. N 21°06'14" W, a distance of 329.25 feet to a found 1/2" iron rod, for an angle point,

49. N 03°21'06" W, a distance of 253.27 feet to a found 1/2" iron rod, for an angle point,

50. N 20°36'53" E, a distance of 1173.25 feet to a found 1/2" iron rod with a "Baker" cap, for an angle point,

51. N 14°03'11" E, a distance of 432.77 feet to a found 1/2" iron rod with a "Baker" cap, for the northwest corner of the tract described herein, and

52. S 79°42'33" E, a distance of 26.09 feet to a found 1/2" iron rod with a "Baker" cap, for an angle point;

THENCE: S 74°02'28" E, into and across the remaining portion of the 692.353 acre tract, a passing distance of 38.27 feet to a found ½" iron rod with a "Baker" cap, for a corner of the 879.91 acre tract and continuing into and across the 692.353 acre tract for a total distance of 3028.30 to the **POINT OF BEGINNING** and containing 364.57 of an acre or 15,880,913 square feet more or less, in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW Surveying.

Job No.:	11-034
Prepared by:	KFW Surveying
Date:	September 13, 2013
File:	S:\Drew 2011\11-034 MISSION DEL LAGO\DOCS\FN 364.57 AC.doc

9/17/2013

EXHIBIT G

List of Non-Compliant Universal Design Properties

EXHIBIT G

ST #	STREET NAME	UNIT	BLOCK	LOT	Account Number
12218	7th Tee Circle	7A	2	6	11166-002-0060
12202	7th Tee Circle	4	2	2	11166-002-0020
12206	7th Tee Circle	4	2	3	11166-002-0030
12210	7th Tee Circle	4	2	4	11166-002-0040
12214	7th Tee Circle	4	2	5	11166-002-0050
12222	7th Tee Circle	7A	2	7	11166-002-0070
12226	7th Tee Circle	7A	2	8	11166-002-0080
1002	7th Tee Vista	4	4	22	11166-004-0220
1003	7th Tee Vista	4	4	21	11166-004-0210
1006	7th Tee Vista	4	4	23	11166-004-0230
1007	7th Tee Vista	4	4	20	11166-004-0200
1010	7th Tee Vista	4	4	24	11166-004-0240
1011	7th Tee Vista	4	4	19	11166-004-0190
1014	7th Tee Vista	4	4	25	11166-004-0250
1015	7th Tee Vista	4	4	18	11166-004-0180
1018	7th Tee Vista	7A	4	27	11166-004-0270
1102	7th Tee Vista	4	3	6	11166-003-0060
1103	7th Tee Vista	4	4	6	11166-004-0060
1106	7th Tee Vista	4	3	5	11166-003-0050
1107	7th Tee Vista	4	4	5	11166-004-0050
1110	7th Tee Vista	4	3	4	11166-003-0040
1111	7th Tee Vista	4	4	4	11166-004-0040
1114	7th Tee Vista	4	3	3	11166-003-0030
1115	7th Tee Vista	4	4	3	11166-004-0030
1118	7th Tee Vista	4	3	2	11166-003-0020
1119	7th Tee Vista	4	4	2	11166-004-0020
1122	7th Tee Vista	4	3	1	11166-003-0010
1123	7th Tee Vista	4	4	1	11166-004-0010
1102	Birdie Cove	7A	2	17	11166-002-0170
1103	Birdie Cove	7A	3	7	11166-003-0060
1106	Birdie Cove	7A	2	16	11166-002-0160
1107	Birdie Cove	7A	3	8	11166-003-0080
1110	Birdie Cove	7A	2	15	11166-002-0150
1111	Birdie Cove	7A	3	9	11166-003-0090
1114	Birdie Cove	7A	2	14	11166-002-0140
1115	Birdie Cove	7A	3	10	11166-003-0100
1118	Birdie Cove	7A	2	13	11166-002-0130
1119	Birdie Cove	7A	3	11	11166-003-0110
1122	Birdie Cove	7A	2	12	11166-002-0120
1123	Birdie Cove	7A	3	12	11166-003-0120
1126	Birdie Cove	7A	2	11	11166-002-0110
1127	Birdie Cove	7A	3	13	11166-003-0130

1130	Birdie Cove	7A	2	10	11166-002-0100
1134	Birdie Cove	7A	2	9	11166-002-0090
12102	Chi Chis Cove	6	5	112	11166-005-1120
12103	Chi Chis Cove	6	5	96	11166-005-0960
12106	Chi Chis Cove	6	5	111	11166-005-1110
12107	Chi Chis Cove	6	5	97	11166-005-0970
12110	Chi Chis Cove	6	5	110	11166-005-1100
12111	Chi Chis Cove	6	5	98	11166-005-0980
12114	Chi Chis Cove	6	5	109	11166-005-1090
12115	Chi Chis Cove	6	5	99	11166-005-0990
12118	Chi Chis Cove	6	5	108	11166-005-1080
12119	Chi Chis Cove	6	5	100	11166-005-1000
12122	Chi Chis Cove	6	5	107	11166-005-1070
12123	Chi Chis Cove	6	5	101	11166-005-1010
12126	Chi Chis Cove	6	5	106	11166-005-1060
12127	Chi Chis Cove	6	5	102	11166-005-1020
12130	Chi Chis Cove	6	5	105	11166-005-1050
12131	Chi Chis Cove	6	5	103	11166-005-1030
12135	Chi Chis Cove	6	5	104	11166-005-1040
12102	Club House Blvd.	3	5	10	11166-005-0100
12103	Club House Blvd.	3	5	39	11166-005-0390
12106	Club House Blvd.	3	5	9	11166-005-0090
12107	Club House Blvd.	3	5	40	11166-005-0400
12110	Club House Blvd.	3	5	8	11166-005-0080
12111	Club House Blvd.	3	5	41	11166-005-0410
12114	Club House Blvd.	3	5	7	11166-005-0070
12115	Club House Blvd.	3	5	42	11166-005-0420
12118	Club House Blvd.	3	5	6	11166-005-0060
12119	Club House Blvd.	3	5	43	11166-005-0430
12122	Club House Blvd.	3	5	5	11166-005-0050
12123	Club House Blvd.	3	5	44	11166-005-0440
12126	Club House Blvd.	3	5	4	11166-005-0040
12127	Club House Blvd.	3	5	45	11166-005-0450
12130	Club House Blvd.	3	5	3	11166-005-0030
12131	Club House Blvd.	3	5	46	11166-005-0460
12134	Club House Blvd.	3	5	2	11166-005-0020
12135	Club House Blvd.	3	5	47	11166-005-0470
12202	Course View	4	4	12	11166-004-0120
12203	Course View	4	4	13	11166-004-0130
12206	Course View	4	4	11	11166-004-0110
12207	Course View	4	4	14	11166-004-0140
12210	Course View	4	4	10	11166-004-0100
12211	Course View	4	4	15	11166-004-0150
12214	Course View	4	4	9	11166-004-0090

12215	Course View	4	4	16	11166-004-0160
12218	Course View	4	4	8	11166-004-0080
12219	Course View	4	4	17	11166-004-0170
12222	Course View	4	4	7	11166-004-0070
12303	Course View Dr.	7A	4	28	11166-004-0280
12307	Course View Dr.	7A	4	29	11166-004-0290
12311	Course View Dr.	7A	4	30	11166-004-0300
12315	Course View Dr.	7A	4	31	11166-004-0310
12319	Course View Dr.	7A	4	32	11166-004-0320
12323	Course View Dr.	7A	4	33	11166-004-0330
12327	Course View Dr.	7A	4	34	11166-004-0340
12331	Course View Dr.	7A	4	35	11166-004-0350
12335	Course View Dr.	7A	4	36	11166-004-0360
12339	Course View Dr.	7A	4	37	11166-004-0370
12343	Course View Dr.	7A	4	38	11166-004-0380
12347	Course View Dr.	7A	4	39	11166-004-0390
12403	Course View Dr.	7B	4	40	11166-004-0400
12407	Course View Dr.	7B	4	41	11166-004-0410
12419	Course View Dr.	7B	4	43	11166-004-0430
12423	Course View Dr.	7B	4	44	11166-004-0440
12431	Course View Dr.	7B	4	46	11166-004-0460
12443	Course View Dr.	7B	4	49	11166-004-0490
12451	Course View Dr.	7B	4	51	11166-004-0510
12455	Course View Dr.	7B	4	52	11166-004-0520
12511	Course View Dr.	7B	4	55	11166-004-0550
12515	Course View Dr.	7B	4	56	11166-004-0560
12519	Course View Dr.	7B	4	57	11166-004-0570
12523	Course View Dr.	7B	4	58	11166-004-0580
12526	Course View Dr.	7B	7	9	11166-007-0090
12527	Course View Dr.	7B	4	59	11166-004-0590
12530	Course View Dr.	7B	7	8	11166-007-0080
12531	Course View Dr.	7B	4	60	11166-004-0600
12534	Course View Dr.	7B	7	7	11166-007-0070
12535	Course View Dr.	7B	4	61	11166-004-0610
12538	Course View Dr.	7B	7	6	11166-007-0060
12602	Course View Dr.	7B	7	5	11166-007-0050
12603	Course View Dr.	7B	4	62	11166-004-0620
12606	Course View Dr.	7B	7	4	11166-007-0040
12607	Course View Dr.	7B	4	63	11166-004-0630
12610	Course View Dr.	7B	7	3	11166-007-0030
12611	Course View Dr.	7B	4	64	11166-004-0640
12614	Course View Dr.	7B	7	2	11166-007-0020
12615	Course View Dr.	7B	4	65	11166-004-0650
12618	Course View Dr.	7B	7	1	11166-007-0010

12619	Course View Dr.	7B	4	66	11166-004-0660
12623	Course View Dr.	7B	4	67	11166-004-0670
12626	Course View Dr.	7B	2	108	11166-002-1080
12627	Course View Dr.	7B	4	68	11166-004-0680
12630	Course View Dr.	7B	2	109	11166-002-1090
12634	Course View Dr.	7B	2	110	11166-002-1100
12635	Course View Dr.	7B	4	70	11166-004-0700
12638	Course View Dr.	7B	2	111	11166-002-1110
12639	Course View Dr.	7B	4	71	11166-004-0710
12643	Course View Dr.	7B	4	72	11166-004-0720
12647	Course View Dr.	7B	4	73	11166-004-0730
12102	Darians Way	3	5	38	11166-005-0380
12103	Darians Way	3	5	21	11166-005-0210
12106	Darians Way	3	5	37	11166-005-0370
12107	Darians Way	3	5	22	11166-005-0220
12110	Darians Way	3	5	36	11166-005-0360
12111	Darians Way	3	5	23	11166-005-0230
12114	Darians Way	3	5	35	11166-005-0350
12115	Darians Way	3	5	24	11166-005-0240
12118	Darians Way	3	5	34	11166-005-0340
12119	Darians Way	3	5	25	11166-005-0250
12122	Darians Way	3	5	33	11166-005-0330
12123	Darians Way	3	5	26	11166-005-0260
12126	Darians Way	3	5	32	11166-005-0320
12127	Darians Way	3	5	27	11166-005-0270
12130	Darians Way	3	5	31	11166-005-0310
12131	Darians Way	3	5	28	11166-005-0280
12134	Darians Way	3	5	30	11166-005-0300
12135	Darians Way	3	5	29	11166-005-0290
1002	Dogleg Right	8	14	26	11166-014-0260
1006	Dogleg Right	8	14	27	11166-014-0270
1010	Dogleg Right	8	14	28	11166-014-0280
1018	Dogleg Right	8	14	30	11166-014-0300
1022	Dogleg Right	8	14	31	11166-014-0310
1026	Dogleg Right	8	14	32	11166-014-0320
1030	Dogleg Right	8	14	33	11166-014-0330
1034	Dogleg Right	8	14	34	11166-014-0340
1038	Dogleg Right	8	14	35	11166-014-0350
802	Eight Iron	8	14	82	11166-014-0820
806	Eight Iron	8	14	83	11166-014-0830
810	Eight Iron	8	14	84	11166-014-0840
814	Eight Iron	8	14	85	11166-014-0850
818	Eight Iron	8	14	86	11166-014-0860
819	Eight Iron	8	13	16	11166-013-0160

822	Eight Iron	8	14	87	11166-014-0870
823	Eight Iron	8	13	15	11166-013-0150
826	Eight Iron	8	14	88	11166-014-0880
827	Eight Iron	8	13	14	11166-013-0140
830	Eight Iron	8	14	89	11166-014-0890
831	Eight Iron	8	13	13	11166-013-0130
834	Eight Iron	8	14	90	11166-014-0900
835	Eight Iron	8	13	12	11166-013-0120
838	Eight Iron	8	14	91	11166-014-0910
11203	Five Iron	8	14	62	11166-014-0620
11207	Five Iron	8	14	63	11166-014-0630
11211	Five Iron	8	14	64	11166-014-0640
11215	Five Iron	8	14	65	11166-014-0650
11219	Five Iron	8	14	66	11166-014-0660
11223	Five Iron	8	14	67	11166-014-0670
11227	Five Iron	8	14	68	11166-014-0680
11231	Five Iron	8	14	69	11166-014-0690
11235	Five Iron	8	14	70	11166-014-0700
11239	Five Iron	8	14	71	11166-014-0710
11243	Five Iron	8	14	72	11166-014-0720
11303	Five Iron	8	14	73	11166-014-0730
11307	Five Iron	8	14	74	11166-014-0740
11311	Five Iron	8	14	75	11166-014-0750
11314	Five Iron	8	13	20	11166-013-0200
11315	Five Iron	8	14	76	11166-014-0760
11318	Five Iron	8	13	19	11166-013-0190
11319	Five Iron	8	14	77	11166-014-0770
11322	Five Iron	8	13	18	11166-013-0180
11323	Five Iron	8	14	78	11166-014-0780
11326	Five Iron	8	13	17	11166-013-0170
11327	Five Iron	8	14	79	11166-014-0790
11331	Five Iron	8	14	80	11166-014-0800
11335	Five Iron	8	14	81	11166-014-0810
11202	Four Iron Way	8	10	14	11166-010-0140
11203	Four Iron Way	8	11	12	11166-011-0120
11206	Four Iron Way	8	10	13	11166-010-0130
11207	Four Iron Way	8	11	13	11166-011-0130
11210	Four Iron Way	8	10	12	11166-010-0120
11211	Four Iron Way	8	11	14	11166-011-0140
11214	Four Iron Way	8	10	11	11166-010-0110
11215	Four Iron Way	8	11	15	11166-011-0150
11218	Four Iron Way	8	10	10	11166-010-0100
11219	Four Iron Way	8	11	16	11166-011-0160
11222	Four Iron Way	8	10	9	11166-010-0090

11226	Four Iron Way	8	10	8	11166-010-0080
11230	Four Iron Way	8	10	7	11166-010-0070
11302	Four Iron Way	8	10	6	11166-010-0060
11306	Four Iron Way	8	10	5	11166-010-0050
11310	Four Iron Way	8	10	4	11166-010-0040
11314	Four Iron Way	8	10	3	11166-010-0030
11318	Four Iron Way	8	10	2	11166-010-0020
11322	Four Iron Way	8	10	1	11166-010-0010
11402	Four Iron Way	8	14	98	11166-014-0980
11406	Four Iron Way	8	14	97	11166-014-0970
11410	Four Iron Way	8	14	96	11166-014-0960
11411	Four Iron Way	8	13	10	11166-013-0100
11414	Four Iron Way	8	14	95	11166-014-0950
11415	Four Iron Way	8	13	11	11166-013-0110
11418	Four Iron Way	8	14	94	11166-014-0940
11422	Four Iron Way	8	14	93	11166-014-0930
11426	Four Iron Way	8	14	92	11166-014-0920
11402	Hogan Cove	8	9	40	11166-009-0400
11403	Hogan Cove	8	9	32	11166-009-0320
11406	Hogan Cove	8	9	39	11166-009-0390
11407	Hogan Cove	8	9	33	11166-009-0330
11410	Hogan Cove	8	9	38	11166-009-0380
11414	Hogan Cove	8	9	37	11166-009-0370
11418	Hogan Cove	8	9	36	11166-009-0360
12102	Jimmer Cove	5	5	68	11166-005-0680
12106	Jimmer Cove	5	5	67	11166-005-0670
12107	Jimmer Cove	5	5	50	11166-005-0500
12110	Jimmer Cove	5	5	66	11166-005-0660
12111	Jimmer Cove	5	5	51	11166-005-0510
12114	Jimmer Cove	5	5	65	11166-005-0650
12115	Jimmer Cove	5	5	52	11166-005-0520
12118	Jimmer Cove	5	5	64	11166-005-0640
12119	Jimmer Cove	5	5	53	11166-005-0530
12122	Jimmer Cove	5	5	63	11166-005-0630
12123	Jimmer Cove	5	5	54	11166-005-0540
12126	Jimmer Cove	5	5	62	11166-005-0620
12127	Jimmer Cove	5	5	55	11166-005-0550
12130	Jimmer Cove	5	5	61	11166-005-0610
12131	Jimmer Cove	5	5	56	11166-005-0560
12134	Jimmer Cove	5	5	60	11166-005-0600
12135	Jimmer Cove	5	5	57	11166-005-0570
12138	Jimmer Cove	5	5	59	11166-005-0590
12139	Jimmer Cove	5	5	58	11166-005-0580
1103	Jordan Crossing	6	5	79	11166-005-0790

1107	Jordan Crossing	6	5	78	11166-005-0780
1111	Jordan Crossing	6	5	77	11166-005-0770
1115	Jordan Crossing	6	5	76	11166-005-0760
1119	Jordan Crossing	6	5	75	11166-005-0750
1123	Jordan Crossing	6	5	74	11166-005-0740
1203	Jordan Crossing	6	5	73	11166-005-0730
1207	Jordan Crossing	5	5	72	11166-005-0720
1211	Jordan Crossing	3	5	20	11166-005-0200
1215	Jordan Crossing	3	5	19	11166-005-0190
1219	Jordan Crossing	3	5	18	11166-005-0180
1223	Jordan Crossing	3	5	17	11166-005-0170
1227	Jordan Crossing	3	5	16	11166-005-0160
1231	Jordan Crossing	3	5	15	11166-005-0150
1235	Jordan Crossing	3	5	14	11166-005-0140
1239	Jordan Crossing	3	5	13	11166-005-0130
1303	Jordan Crossing	3	5	12	11166-005-0120
1307	Jordan Crossing	3	5	11	11166-005-0110
1311	Jordan Crossing	5	5	71	11166-005-0710
1315	Jordan Crossing	5	5	70	11166-005-0700
1319	Jordan Crossing	5	5	69	11166-005-0690
802	Lee Trevino	8	9	23	11166-009-0230
803	Lee Trevino	8	9	22	11166-009-0220
807	Lee Trevino	8	9	21	11166-009-0210
811	Lee Trevino	8	9	20	11166-009-0200
815	Lee Trevino	8	9	19	11166-009-0190
819	Lee Trevino	8	9	18	11166-009-0180
823	Lee Trevino	8	9	17	11166-009-0170
827	Lee Trevino	8	9	16	11166-009-0160
831	Lee Trevino	8	9	15	11166-009-0150
835	Lee Trevino	8	9	14	11166-009-0140
839	Lee Trevino	8	9	13	11166-009-0130
843	Lee Trevino	8	9	12	11166-009-0120
903	Lee Trevino	8	9	11	11166-009-0110
907	Lee Trevino	8	9	10	11166-009-0100
911	Lee Trevino	8	9	9	11166-009-0090
915	Lee Trevino	8	9	8	11166-009-0080
919	Lee Trevino	8	9	7	11166-009-0070
923	Lee Trevino	8	9	6	11166-009-0060
927	Lee Trevino	8	9	5	11166-009-0050
931	Lee Trevino	8	9	4	11166-009-0040
935	Lee Trevino	8	9	3	11166-009-0030
939	Lee Trevino	8	9	2	11166-009-0020
12506	Nine Iron Way	7B	2	91	11166-002-0910
12510	Nine Iron Way	7B	2	92	11166-002-0920

12514	Nine Iron Way	7B	2	93	11166-002-0930
12518	Nine Iron Way	7B	2	94	11166-002-0940
12522	Nine Iron Way	7B	2	95	11166-002-0950
12526	Nine Iron Way	7B	2	96	11166-002-0960
12530	Nine Iron Way	7B	2	97	11166-002-0970
12534	Nine Iron Way	7B	2	98	11166-002-0980
12535	Nine Iron Way	7B	7	18	11166-007-0180
12538	Nine Iron Way	7B	2	99	11166-002-0990
12539	Nine Iron Way	7B	7	19	11166-007-0190
12602	Nine Iron Way	7B	2	100	11166-002-1000
12603	Nine Iron Way	7B	7	20	11166-007-0200
12606	Nine Iron Way	7B	2	101	11166-002-1010
12610	Nine Iron Way	7B	2	102	11166-002-1020
12614	Nine Iron Way	7B	2	103	11166-002-1030
12618	Nine Iron Way	7B	2	104	11166-002-1040
12626	Nine Iron Way	7B	2	105	11166-002-1050
12634	Nine Iron Way	7B	2	107	11166-002-1070
12102	No Bogie Cove	6	5	95	11166-005-0950
12103	No Bogie Cove	6	5	80	11166-005-0800
12106	No Bogie Cove	6	5	94	11166-005-0940
12107	No Bogie Cove	6	5	81	11166-005-0810
12110	No Bogie Cove	6	5	93	11166-005-0930
12111	No Bogie Cove	6	5	82	11166-005-0820
12114	No Bogie Cove	6	5	92	11166-005-0920
12115	No Bogie Cove	6	5	83	11166-005-0830
12118	No Bogie Cove	6	5	91	11166-005-0910
12119	No Bogie Cove	6	5	84	11166-005-0840
12122	No Bogie Cove	6	5	90	11166-005-0900
12123	No Bogie Cove	6	5	85	11166-005-0850
12126	No Bogie Cove	6	5	89	11166-005-0890
12127	No Bogie Cove	6	5	86	11166-005-0860
12130	No Bogie Cove	6	5	88	11166-005-0880
12131	No Bogie Cove	6	5	87	11166-005-0870
1102	Par Five	7A	2	36	11166-002-0360
1103	Par Five	7A	2	18	11166-002-0180
1106	Par Five	7A	2	35	11166-002-0350
1107	Par Five	7A	2	19	11166-002-0190
1110	Par Five	7A	2	34	11166-002-0340
1111	Par Five	7A	2	20	11166-002-0200
1114	Par Five	7A	2	33	11166-002-0330
1115	Par Five	7A	2	21	11166-002-0210
1118	Par Five	7A	2	32	11166-002-0320
1119	Par Five	7A	2	22	11166-002-0220
1122	Par Five	7A	2	31	11166-002-0310

1123	Par Five	7A	2	23	11166-002-0230
1126	Par Five	7A	2	30	11166-002-0300
1127	Par Five	7A	2	24	11166-002-0240
1130	Par Five	7A	2	29	11166-002-0290
1131	Par Five	7A	2	25	11166-002-0250
1134	Par Five	7A	2	28	11166-002-0280
1135	Par Five	7A	2	26	11166-002-0260
1139	Par Five	7A	2	27	11166-002-0270
1102	Par Four	7A	2	55	11166-002-0550
1103	Par Four	7A	2	37	11166-002-0370
1106	Par Four	7A	2	54	11166-002-0540
1107	Par Four	7A	2	38	11166-002-0380
1110	Par Four	7A	2	53	11166-002-0530
1111	Par Four	7A	2	39	11166-002-0390
1114	Par Four	7A	2	52	11166-002-0520
1115	Par Four	7A	2	40	11166-002-0400
1118	Par Four	7A	2	51	11166-002-0510
1119	Par Four	7A	2	41	11166-002-0410
1122	Par Four	7A	2	50	11166-002-0500
1123	Par Four	7A	2	42	11166-002-0420
1126	Par Four	7A	2	49	11166-002-0490
1127	Par Four	7A	2	43	11166-002-0430
1130	Par Four	7A	2	48	11166-002-0480
1131	Par Four	7A	2	44	11166-002-0440
1134	Par Four	7A	2	47	11166-002-0470
1135	Par Four	7A	2	45	11166-002-0450
1139	Par Four	7A	2	46	11166-002-0460
11302	Par One	8	15	7	11166-015-0070
11303	Par One	8	15	8	11166-015-0080
11306	Par One	8	15	6	11166-015-0060
11307	Par One	8	15	9	11166-015-0090
11310	Par One	8	15	5	11166-015-0050
11311	Par One	8	15	10	11166-015-0100
11314	Par One	8	15	4	11166-015-0040
11315	Par One	8	15	11	11166-015-0110
11318	Par One	8	15	3	11166-015-0030
11322	Par One	8	15	2	11166-015-0020
1102	Par Three	7B	2	74	11166-002-0740
1103	Par Three	7B	2	56	11166-002-0560
1106	Par Three	7B	2	73	11166-002-0730
1107	Par Three	7B	2	57	11166-002-0570
1110	Par Three	7B	2	72	11166-002-0720
1111	Par Three	7B	2	58	11166-002-0580
1114	Par Three	7B	2	71	11166-002-0710

1115	Par Three	7B	2	59	11166-002-0590
1118	Par Three	7B	2	70	11166-002-0700
1119	Par Three	7B	2	60	11166-002-0600
1122	Par Three	7B	2	69	11166-002-0690
1123	Par Three	7B	2	61	11166-002-0610
1126	Par Three	7B	2	68	11166-002-0680
1127	Par Three	7B	2	62	11166-002-0620
1130	Par Three	7B	2	67	11166-002-0670
1134	Par Three	7B	2	66	11166-002-0660
1135	Par Three	7B	2	64	11166-002-0640
1139	Par Three	7B	2	65	11166-002-0650
11302	Par Two	8	15	16	11166-015-0160
11306	Par Two	8	15	15	11166-015-0150
11310	Par Two	8	15	14	11166-015-0140
11311	Par Two	8	14	3	11166-014-0030
11314	Par Two	8	15	13	11166-015-0130
11410	Pro Cove	8	9	29	11166-009-0290
1102	Seven Iron Way	7B	6	11	11166-006-0110
1103	Seven Iron Way	7B	2	75	11166-002-0750
1106	Seven Iron Way	7B	6	12	11166-006-0120
1107	Seven Iron Way	7B	2	76	11166-002-0760
1110	Seven Iron Way	7B	6	13	11166-006-0130
1114	Seven Iron Way	7B	6	14	11166-006-0140
1115	Seven Iron Way	7B	2	78	11166-002-0780
1118	Seven Iron Way	7B	6	15	11166-006-0150
1119	Seven Iron Way	7B	2	79	11166-002-0790
1122	Seven Iron Way	7B	6	16	11166-006-0160
1123	Seven Iron Way	7B	2	80	11166-002-0800
1126	Seven Iron Way	7B	6	17	11166-006-0170
1127	Seven Iron Way	7B	2	81	11166-002-0810
1130	Seven Iron Way	7B	6	18	11166-006-0180
1131	Seven Iron Way	7B	2	82	11166-002-0820
1134	Seven Iron Way	7B	6	19	11166-006-0190
1135	Seven Iron Way	7B	2	83	11166-002-0830
1138	Seven Iron Way	7B	6	20	11166-006-0200
1139	Seven Iron Way	7B	2	84	11166-002-0840
1142	Seven Iron Way	7B	6	21	11166-006-0210
1143	Seven Iron Way	7B	2	85	11166-002-0850
1146	Seven Iron Way	7B	6	22	11166-006-0220
1147	Seven Iron Way	7B	2	86	11166-002-0860
1151	Seven Iron Way	7B	2	87	11166-002-0870
1155	Seven Iron Way	7B	2	88	11166-002-0880
1159	Seven Iron Way	7B	2	89	11166-002-0890
802	Six Iron	8	12	1	11166-012-0010

803	Six Iron	8	11	27	11166-011-0270
806	Six Iron	8	12	2	11166-012-0020
807	Six Iron	8	11	26	11166-011-0260
810	Six Iron	8	12	3	11166-012-0030
811	Six Iron	8	11	25	11166-011-0250
814	Six Iron	8	12	4	11166-012-0040
815	Six Iron	8	11	24	11166-011-0240
818	Six Iron	8	12	5	11166-012-0050
819	Six Iron	8	11	23	11166-011-0230
822	Six Iron	8	12	6	11166-012-0060
823	Six Iron	8	11	22	11166-011-0220
826	Six Iron	8	12	7	11166-012-0070
827	Six Iron	8	11	21	11166-011-0210
830	Six Iron	8	12	8	11166-012-0080
831	Six Iron	8	11	20	11166-011-0200
834	Six Iron	8	12	9	11166-012-0090
835	Six Iron	8	11	19	11166-011-0190
838	Six Iron	8	12	10	11166-012-0100
839	Six Iron	8	11	18	11166-011-0180
843	Six Iron	8	11	17	11166-011-0170
11202	Star Vista	8	14	19	11166-014-0190
11203	Star Vista	8	14	20	11166-014-0200
11206	Star Vista	8	14	18	11166-014-0180
11207	Star Vista	8	14	21	11166-014-0210
11210	Star Vista	8	14	17	11166-014-0170
11211	Star Vista	8	14	22	11166-014-0220
11215	Star Vista	8	14	23	11166-014-0230
11219	Star Vista	8	14	24	11166-014-0240
11223	Star Vista	8	14	25	11166-014-0250
802	Three Iron	8	13	1	11166-013-0010
803	Three Iron	8	12	21	11166-012-0210
806	Three Iron	8	13	2	11166-013-0020
807	Three Iron	8	12	20	11166-012-0200
810	Three Iron	8	13	3	11166-013-0030
811	Three Iron	8	12	19	11166-012-0190
814	Three Iron	8	13	4	11166-013-0040
815	Three Iron	8	12	18	11166-012-0180
818	Three Iron	8	13	5	11166-013-0050
819	Three Iron	8	12	17	11166-012-0170
822	Three Iron	8	13	6	11166-013-0060
823	Three Iron	8	12	16	11166-012-0160
826	Three Iron	8	13	7	11166-013-0070
827	Three Iron	8	12	15	11166-012-0150
830	Three Iron	8	13	8	11166-013-0080

831	Three Iron	8	12	14	11166-012-0140
834	Three Iron	8	13	9	11166-013-0090
835	Three Iron	8	12	13	11166-012-0130
839	Three Iron	8	12	12	11166-012-0120
802	Three Wood Way	8	11	1	11166-011-0010
803	Three Wood Way	8	14	61	11166-014-0610
806	Three Wood Way	8	11	2	11166-011-0020
807	Three Wood Way	8	14	60	11166-014-0600
810	Three Wood Way	8	11	3	11166-011-0030
811	Three Wood Way	8	14	59	11166-014-0590
814	Three Wood Way	8	11	4	11166-011-0040
815	Three Wood Way	8	14	58	11166-014-0580
818	Three Wood Way	8	11	5	11166-011-0050
819	Three Wood Way	8	14	57	11166-014-0570
822	Three Wood Way	8	11	6	11166-011-0060
823	Three Wood Way	8	14	56	11166-014-0560
826	Three Wood Way	8	11	7	11166-011-0070
827	Three Wood Way	8	14	55	11166-014-0550
830	Three Wood Way	8	11	8	11166-011-0080
831	Three Wood Way	8	14	54	11166-014-0540
834	Three Wood Way	8	11	9	11166-011-0090
835	Three Wood Way	8	14	53	11166-014-0530
839	Three Wood Way	8	14	52	11166-014-0520
843	Three Wood Way	8	14	51	11166-014-0510
902	Three Wood Way	8	11	10	11166-011-0100
903	Three Wood Way	8	14	50	11166-014-0500
906	Three Wood Way	8	11	11	11166-011-0110
907	Three Wood Way	8	14	49	11166-014-0490
911	Three Wood Way	8	14	48	11166-014-0480
915	Three Wood Way	8	14	47	11166-014-0470
919	Three Wood Way	8	14	46	11166-014-0460
923	Three Wood Way	8	14	45	11166-014-0450
927	Three Wood Way	8	14	44	11166-014-0440
931	Three Wood Way	8	14	43	11166-014-0430
935	Three Wood Way	8	14	42	11166-014-0420
939	Three Wood Way	8	14	41	11166-014-0410
11319	Tiger Woods	8	9	42	11166-009-0420
11323	Tiger Woods	8	9	43	11166-009-0430
11327	Tiger Woods	8	9	44	11166-009-0440
11202	Two Iron	8	14	40	11166-014-0400
11203	Two Iron	8	10	15	11166-010-0150
11206	Two Iron	8	14	39	11166-014-0390
11207	Two Iron	8	10	16	11166-010-0160
11210	Two Iron	8	14	38	11166-014-0380

11211	Two Iron	8	10	17	11166-015-0170
11214	Two Iron	8	14	37	11166-014-0370
11215	Two Iron	8	10	18	11166-010-0180
11218	Two Iron	8	14	36	11166-014-0360
1102	Two Wood Way	7B	7	10	11166-007-0100
1103	Two Wood Way	7B	6	10	11166-006-0100
1106	Two Wood Way	7B	7	11	11166-007-0110
1107	Two Wood Way	7B	6	9	11166-006-0090
1110	Two Wood Way	7B	7	12	11166-007-0120
1111	Two Wood Way	7B	6	8	11166-006-0080
1114	Two Wood Way	7B	7	13	11166-007-0130
1115	Two Wood Way	7B	6	7	11166-006-0070
1118	Two Wood Way	7B	7	14	11166-007-0140
1119	Two Wood Way	7B	6	6	11166-006-0060
1122	Two Wood Way	7B	7	15	11166-007-0150
1123	Two Wood Way	7B	6	5	11166-006-0050
1126	Two Wood Way	7B	7	16	11166-007-0160
1127	Two Wood Way	7B	6	4	11166-006-0040
1130	Two Wood Way	7B	7	17	11166-007-0170
1131	Two Wood Way	7B	6	3	11166-006-0030
1135	Two Wood Way	7B	6	2	11166-006-0020
1139	Two Wood Way	7B	6	1	11166-006-0010

EXHIBIT H

Duties and Obligations Under the Development Agreement

EXHIBIT H

DUTIES AND OBLIGATIONS UNDER THE DEVELOPMENT AGREEMENT

Pursuant to that certain Operating Agreement by and between Mission Del Lago, Ltd. ("MDL") and Southstar Development Partners, Inc. ("Southstar"), Southstar, or its affiliated entity, will be the operating agent for the Developer, as defined in the Development Agreement.

As of the effective date of the Operating Agreement, the fulfilment of certain obligations under the Development Agreement will be assumed by Southstar on behalf of the Developer. The table below outlines the allocation of responsibilities during the term of the Operating Agreement. Capitalized terms used below and not defined shall have the meaning ascribed to them in the Development Agreement.

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
CPPR APPROVAL 1.8	Receive written acknowledgement that CPPR is ready for presentation to the Board for approval and consideration for reimbursement.		X
PROJECT STATUS REPORT 1.19	"Project Status Report" means a report, prepared and submitted by the Developer in accordance with the requirements of Exhibit B attached hereto and incorporated herein for all purposes, which provides quarterly updates of Project construction.		X
STREET RECONSTRUCTION PROJECT 1.24	"Street Reconstruction Project" means the work to be performed for the Unit 8 street reconstruction/repair/crack seal as set forth in the Settlement Agreement and the Developer Participation Contract.	X	X
2.4	The Developer's performance under this Agreement shall not violate any applicable judgment, order, law or regulation; the Developer's performance under this Agreement shall not result in the creation of any claim against the City for money or performance, any lien, charge, encumbrance or security interest upon any asset of the City or the Board, except that this Agreement shall constitute a claim against the TIF Fund only for Available Tax Increment Funds to the extent provided herein; and the Developer shall have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital.	X	X
2.8	Even after the Zone terminates, the Developer shall diligently work to successfully complete any and all required improvements that are not completed before Zone terminates. Such completion shall be at no additional cost to the City and/or the Board.		X

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
COMPETITIVE BIDDING AND PREVAILING WAGES 3.2	Contracts for the construction of Public Improvements financed through Available Tax Increment Funds shall be publicly bid in compliance with Ch. 252 of the Local Government Code, pay prevailing wages in accordance with the prevailing wage chart adopted by the City, and be constructed by or on behalf of the Developer, in compliance with applicable law. Should the Developer not publicly bid, the Developer must obtain written approval by the City in order to be eligible for partial reimbursement. Partial reimbursements to the Developer in that event shall not exceed 30% of Project Costs.		X
GUIDELINE COMPLIANCE 5.1	The Developer shall comply with all applicable provisions of the Guidelines in effect at the time the Zone was created. In the event of conflict between the Guidelines and the Agreement, the terms of the Agreement shall control.		X
AGREEMENT TO COMPLETE, PROVIDE, AND OBTAIN 5.2	Developer agrees to complete, or cause to be completed, the improvements described in the Project Plan, Financing Plan and in the Agreement. Developer agrees to provide, or cause to be provided, all materials, labor, and services for completing the Project. Developer also agrees to obtain or cause to be obtained, all necessary permits and approvals from the City and/or all other governmental agencies having jurisdiction over the construction of improvements to the Zone Property.		X
PLAN APPROVAL 5.3	Developer shall not commence any construction on any Phase of the Project until the plans and specifications for a Phase have been approved in writing by the appropriate department of the City.		X
PAYMENT AND PERFORMANCE BONDS 5.4	Developer shall, prior to beginning construction on the Project, cause its general contractor(s) to obtain a payment and performance bond in an amount sufficient to cover completion of the Public Improvements for that phase and submit evidence of payment and performance bonds as a condition of eligibility for reimbursement. The Developer shall submit evidence of payment and performance bonds as a condition of eligibility for reimbursement pursuant to the requirements of the CPPR. For all purposes, the Developer is the prime contractor, and this Development Agreement is the Public Works Contract which is the subject of the Payment and Performance bonds under Chapter 2253 of the		X

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
	Government Code. The Developer shall submit the original payment and performance bonds to the City for inspection immediately upon obtaining them, and shall attach copies of the bonds as a condition of eligibility for reimbursement pursuant to the requirements of the CPPR. The City's Risk Management Department and the City Attorney's Office shall determine the acceptability of the bonds. Without limiting other material breaches, failure of the Developer to comply with this section or Chapter 2253 of the Texas Government Code is a material breach of this contract, and the City may terminate the Zone and exercise of the full range of legal remedies available to the City.		
SUPERVISION OF CONSTRUCTION 5.5	Developer agrees to supervise the construction of the Project and cause that it be performed substantially in accordance with federal, state, and local laws and ordinances, the 1998 TIF Guidelines, the Project Plan, the Financing Plan, and the plans and specifications approved by the City and the Board. Developer must also provide periodic reports to the City and the Board quarterly and upon reasonable request.		**X**
COMPLIANCE WITH DISCRETIONARY PROGRAM 5.6	Developer agrees to develop the Project in accordance with the ordinances, rules and regulations of the City in effect on the date the Zone was designated, unless specified otherwise in the Agreement.		**X**
PLATTING AND DEVELOPMENT REQUIREMENTS 5.7.1 **5.7.2**	On September 25, 2009, if Developer has not platted or developed 50% of the developable land in the POADP, the permit rights expire and cannot be extended another 10 years. In that event, Developer must submit an MDP in accordance with the City's UDC in effect as of September 25, 2009. On September 25, 2009, if Developer has platted or developed 50% of the developable land in the POADP, the permit rights will be extended 10 years, until September 25, 2019. At that date, if the Developer has not platted or developed the remainder of the developable land, an MDP must be submitted in accordance with the City's UDC in effect as of September 25, 2019.	**X**	**X**
PAYMENT OF APPLICABLE FEES 5.8	Developer shall be responsible for paying, or causing to be paid all applicable permit fees and licenses which have not been waived and are required for construction of the Project.		**X**

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
DELAYS 5.9	Developer agrees to commence and complete the Project in accordance with the Construction Schedule. If completion is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third parties, or any circumstances reasonably beyond the Developer's control, then the deadlines set forth in the Construction Schedule may be extended at the City's reasonable discretion. In the event the Developer does not complete the Project substantially in accordance with the Construction Schedule and the parties cannot reach an agreement on the extension of the Construction schedule or the Developer continues to fail to complete the Project in accordance with the revised Construction Schedule, then the City may exercise its termination remedies under Article X of this Agreement.		X
PARTICIPATION OF SMALL, MINORITY, OR WOMEN-OWNED BUSINESS ENTERPRISES 5.11	Developer shall make a good faith effort to comply with the City's policy regarding the participation of business enterprises eligible as Small, Minority or Women-owned Business Enterprises in subcontracting any of the construction work required to be performed under the Project Plan, Financing Plan or this Agreement. Reports of these efforts must be provided to the City in a form and manner the City may reasonably prescribe, at least annually during construction of the Project and upon completion of the Project.		X
TREE ORDINANCE 5.12	Developer shall comply and cause subcontractors to comply with the tree preservation ordinance, City of San Antonio Ordinance No. 85262, and as amended by Ordinance No. 97332, and as may be amended from time to time.		X
RENDER COMPLETED BUILDINGS TO COUNTY APPRAISAL DISTRICT 5.13	Developer shall render, or cause to be rendered, any and all residential and commercial buildings to Bexar County Appraisal District before December 31 of each year if the buildings were completed prior to December 31 of that year.		X

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
MAINTENANCE COST 5.14	Developer shall, at its own cost and expense, maintain or cause to be maintained, all the other public improvements until acceptance by the City, and for 1 year after the Completion of construction. Developer shall obtain a 1-year road maintenance bond in conformity with Ch. 35 of the City's UDC. At the expiration of 1 year after Completion, maintenance of the Public Improvements shall be the responsibility of the City. The Developer, its agents, employees, and contractors will not interfere with reasonable use of all the Public Improvements by the general public, except for drainage retention improvements. In accordance with the Construction Schedule, the Developer shall use its best efforts to dedicate (or grant a public easement) to the Public Improvements where appropriate to the appropriate Participating Taxing Entity (as determined by the City), at no additional cost or expense to the City or any other Participating Taxing Entity within 60 days after completion and acceptance of the improvements.		X
COST OF UTILITIES 5.15	Developer shall pay, or cause to be paid, monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by the Developer in regard to the development of the Zone Property for all areas owned by Developer during construction of the Project, and for so long as the Developer owns those areas.		X
COOPERATION 5.16	Developer shall cooperate with the City and the Board in providing all necessary information.	X	X
UNIVERSAL DESIGN POLICY 5.17	Developer shall include requirements in its contracts requiring its contractors, future purchasers, successors, and permitted assigns to comply with the City's Universal Design Policy on all improvements installed as required by City Code, Chapter 6, Article XII. All such contracts shall contain provisions that require all future building permits and plans for single-family residences to be compliant with the City's Universal Design Policy and be clearly stamped or printed "Universal Design" by the builder and its architect.		X
ANNUAL REPORT SUBMISSION 5.18	Developer shall submit written annual reports, starting no later than 30 days following the beginning of the construction of the project, and thereafter through the duration of the Project, on its construction progress and expenses to the City and the Board.		X

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
COMPLIANCE WITH DEVELOPMENT CODE 5.19	The Developer shall comply and shall cause all subcontractors to comply with the City of San Antonio Unified Development Code where applicable regarding the development of the Project.		X
CPPR 7.2	Upon completion of the Public Improvements in each phase of the Project, the Developer shall submit to the City a completed Contract Progress Payment Request (CPPR). The CPPR shall be presented to the Board for review and possible reimbursement authorization after the City review and approval, as evidenced by a written CPPR Approval issued by the City.		X
INSURANCE 8.1	Developer shall, prior to the commencement of any work on the Public Improvements under the Agreement, furnish an original completed Certificate(s) of Insurance to the City's Neighborhood Services Department and the City Clerk's Office, and which shall be clearly labeled "Mission Del Lago TIRZ" in the Description of Operations block. The original certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City's Neighborhood Services Department and the Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have the authority to waive this requirement.	X	X

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
INSURANCE COVERAGE TYPES AND AMOUNTS 8.3	Developer shall obtain and maintain in full force and effect during construction of all Public Improvements required by the Project Plan and Financing Plan, and any extension hereof, at the Developer or the Developer's Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in Texas and rated A – or better by A.M. Best Company and/or otherwise acceptable to the City, in these types and amounts: 1. Worker's Compensation & Employer Liability: Statutory $500,000/ $500,000/$500,000 2. Comprehensive General Liability: Combined limits of $1,000,000 per occurrence and $2,000,000 in the aggregate or its equivalent in umbrella or excess liability coverage 3. Business Automobile Liability: $1,000,000 combined single limit per occurrence.	X	X
CHANGES TO INSURANCE POLICY AT CITY'S REQUEST 8.4	Upon the City's reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions, Developer shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.	X	X
REQUIRED PROVISIONS IN INSURANCE 8.5	The Developer agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance shall contain the following required provisions: a. Name the City and its officers, employees, and elected representatives as additional insured as respects operations and activities of, or on behalf of, the named insured performed under agreement with the City, with the exception of the Workers' compensation policy; b. Provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy; c. Workers' compensation and employers' liability policy shall provide a waiver of subrogation in favor of the City.	X	X
CHANGE IN COVERAGE NOTICE 8.6	Developer shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than 30 days prior to the change, or 10 days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance.	X	X

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
FAILURE TO MAINTAIN INSURANCE 8.7	If the Developer fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements during the construction of the Public Improvements, the City may obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of the Developer to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon the Developer's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Developer to stop work hereunder, and/or to withhold any payment(s) that become due to the Developer hereunder until the Developer demonstrates compliance with the requirements hereof.	X	X
INSURANCE INDEMNIFICATION 8.9, 8.10	Developer shall indemnify, and require its general contractor or general contractors working on the Public Improvements in this Project to indemnify, the City, all other participating taxing entities and the Board and their respective officials and employees from and against any and all claims, losses, damages, causes of actions, suits and liabilities arising out of the Developer's and the Developer's general contractor's actions related to the construction of the Public Improvements.	X	X
WORKERS COMPENSATION INSURANCE 9.3	Developer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements that meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Developer providing services on the Project, for the duration of the Project.	X	X
9.4	Developer must provide a certificate of coverage to the City prior to being awarded the contract.		
9.5, 9.6(b)	Developer must, prior to the end of the coverage period and no later than 7 days after receipt, file a new certificate of coverage with the City showing that the coverage has been extended.		
9.6(a)	Developer shall obtain from each person providing services on the Project a certificate of coverage, prior to the person beginning work.		

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
9.7	Developer shall retain all required certificates of coverage for the duration of the Project and for 1 year thereafter.		
9.8	Developer shall notify the City in writing by certified mail or personal delivery, within 10 days after the developer knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.		
9.9	Developer shall post on the Zone Property a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.		
9.10	The Developer shall contractually require each person with whom it contracts to provide services on a Project, to: a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the applicable Phase of the Project; b. provide to the Developer, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the applicable Phase of the Project; c. provide the Developer, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the applicable Phase of the Project; d. obtain from each other person with whom it contracts, and provide to the Developer: (1) a certificate of coverage, prior to the other person beginning work on the Project; and (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the applicable Phase of the Project; e. retain all required certificates of coverage on file		

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
	for the duration of the applicable Phase of the Project and for one year thereafter; f. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and g. contractually require each person with whom it contracts, to perform as required by paragraphs a-g with the certificates of coverage to be provided to the person for whom they are providing services.		
9.11	By signing this Agreement or providing or causing to be provided a certificate of coverage, the Developer is representing to the City that all employees of the Developer who will provide services on the Project will be covered by workers' compensation coverage for the duration of the applicable Phase of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Developer to administrative penalties, criminal penalties, civil penalties, or other civil actions.		
9.12	If Developer fails to comply with any of these provisions, he has 10 days after receipt of the notice of breach from the City to remedy the breach. Failure to remedy entitles the City to declare the Agreement void.		
BREACH **10.1**	In the event that the Developer fails to commence construction of the Project, fails to complete construction of the Project, or fails to perform any other obligation pursuant to the Financing Plan, the Project Plan, Section 5.7 or any other term of this Agreement, the City and/or the Board may declare a material breach and terminate this Agreement if the Developer does not take adequate steps to cure its failure within ninety (90) calendar days after receiving written notice from the City and/or the Board requesting the failure be cured. In the event of such default, and as one of the remedies of the City and/or the Board, The Developer shall return any payments under this Agreement for the construction of Public Infrastructure improvements for any Phase under development at the time of the default within sixty (60) calendar days after receiving written notice from the City and/or the Board that the Developer	**X**	**X**

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
	has defaulted on this Agreement; EXCEPT that no refund is due if Developer, with the City's and the Board's written consent, assigns its remaining obligations under this Agreement to a qualified party who is willing and capable of completing the Developer's obligations under this Agreement, pursuant to Article XV herein.		
INDEMNIFICATION 11.1	Developer covenants and agrees to fully indemnify and hold harmless, the City, the Board, and all Participating Taxing Entities, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the city, Board, and/or upon any of the Participating Taxing Entities directly or indirectly arising out of, resulting from or related to the Developer's negligence, willful misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of the Developer, any agent, officer, director, representative, employee, consultant or sub-consultants of the Developer, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to the City, the Board, or the Participating Taxing Entities under Texas Law and without waiving any defenses of the parties under Texas Law. The Developer shall promptly advise the City, the Board, and the Participating Taxing Entities in writing of any claim or demand against the City, the Board, and Participating Taxing Entity relating to or arising out of the Developer's activities under this Agreement and shall see to the investigation and defense of such claim or demand at the Developer's cost to the extent required under the Indemnity in this paragraph.	**X**	**X**
SITE INSPECTION 12.1	Developer shall allow the City and/or the Board reasonable access to the Project Property owned or controlled by the Developer for inspections during and upon completion of the Project construction, and to documents and records necessary for the City and/or Board to assess compliance.		**X**

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
LIABILITY **13.1**	Developer shall be solely responsible for compensation payable to any employee or contractor of the Developer, and none of the Developer's employees or contractors will be deemed to be employees of contractors of City, Board, any Participating Taxing Entity or contractors of the City and/or the Board as a result of the Agreement.	**X**	**X**
EXAMINATION OF RECORDS **14.2**	All applicable records and accounts relating to the Agreement, together with all supporting documentation, shall be made available in Bexar County, Texas by the Developer throughout the term of the Agreement and for 12 months after the termination of the Agreement, and then transferred, upon City request, at no cost to the City, to the City for retention. During this time, the City, at its own expense, may require that any or all of such records and accounts be submitted for audit to the City or to a Certified Public Accountant selected by the City within ten (10) days following written request for same.	**X**	**X**
ERRORS IN RECORDS **14.3**	Should the City discover errors in internal controls or in record keeping associated with the Project, the Developer shall correct such discrepancies either upon discovery or within a reasonable period of time, not to exceed 60 days after discovery and notification by the City to the Developer of such discrepancies. The Developer shall notify the City in writing of the action taken to correct such discrepancies.	**X**	**X**
OVERCHARGE **14.4**	If it is determined as a result of an audit that the Developer overcharged the City for the cost of the Public Improvements, then such overcharges shall be immediately returned to the City and become due and payable with interest at the maximum legal rate under applicable law from the date the City paid such overcharges. If the overcharges were of more than 2% of the greater of the budget or payments to the Developer for the year in which the discrepancy occurred, the City is entitled to a refund, and Developer shall pay the cost of such audit.	**X**	**X**

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
ASSIGNMENT **16.3**	Developer may sell or transfer its rights and obligations under the Agreement only with the written consent of the City, as evidenced by an ordinance passed and approved by the City Council, and the Board when a qualified purchaser or assignee specifically agrees to assume all of the obligations of the Developer under the Agreement.	X	
ASSIGNMENT CONT. **16.4**	Developer may contract for any work or services only by written contract or agreement, unless the City grants specific waiver. Compliance by the Developer's contractors and/or subcontractors with the Agreement shall be the Developer's responsibility. Developer must submit copies of those written contracts with the CPPR in order to be considered for eligible project cost reimbursement.	X	
NOTICE **17.1** **17.2**	Any notice sent under the Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the addresses provided in the Agreement. Each party has the right at any time to change its address by giving at least 15 days' written notice to the other party.	X	X
CONFLICT OF INTEREST **18.2**	Developer warrants and certifies, in accordance with Section 311.0091(h)(1) of the Tax Increment Financing Act, that the contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Developer further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.	X	
TAXES **20.1** **20.2**	Developer shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees which are now or may hereafter be levied upon the Zone Property, the Developer, the business conducted on the Zone Property, or upon any of the Developer's property used in connection therewith, including employment taxes; and the Developer shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Developer. Developer shall include in the CPPR submission evidence of payment of the taxes and fees above.	X	X

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
COMPLIANCE WITH SBEDA AND EEO POLICIES **21.1**	Developer is hereby advised that it is the policy of the City that business enterprises eligible as Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. Except for those Public Improvements commenced prior to the creation of the Zone, the Board and the Developer each understand and agree for itself to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein Developer further agrees to make a good faith effort to comply with the applicable terms and provisions of the City's Non-Discrimination Policy, the City's Small, Minority, or Woman-owned Business Advocacy Policy and the City's Equal Opportunity Affirmative Action Policy.	X	X
21.2	Developer agrees that if material deficiencies in any aspect of its Small Business Economic Development Advocacy utilization plan are found, Developer will be required to submit to the City's Department of Economic Development both a written report and a supplemental Good Faith Effort Plan (GFEP) indicating efforts to resolve any deficiencies. If the City's Department of Economic Development denies a GFEP based on reasonable and published criteria, said denial will constitute failure to satisfactorily resolve any deficiencies by the Developer. Within 90 days following receipt of notice from the City's Department of Economic Development, the Developer's failure to obtain an approved GFEP that includes the specific criteria not previously met shall constitute a default and result in a penalty on the Developer of $1,000 per day as liquidated damages for the default until all deficiencies are resolved. The Developer's failure to cure all deficiencies within another 90 days of the date the penalty is initially assessed constitutes a further (additional) condition of default by the Developer and which can, at the option of the Director of the Department of the Economic Development, result in termination of the Agreement.		

DEVELOPMENT AGREEMENT PROVISION	DESCRIPTION	RESPONSIBLE PARTY	
		MDL	OPERATING AGENT
PREVAILING WAGES AND GENERAL LABOR CONDITIONS 22.1	Developer shall forfeit as a penalty to the City $60.00 for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the Developer or any subcontractor under the Developer. Developer shall abide by all applicable terms and provisions of the Nondiscrimination Clause and the Small and/or Minority Business Advocacy Clause as contained in the City of San Antonio's current Small, Minority and Women Business Advocacy Program on file in the City Clerk's Office.		**X**
Exhibit B	Pursuant to the Development Agreement, the Developer has agreed to provide periodic reports of construction to the City upon reasonable request. The City requests that the Developer submit a TIRZ project status report every quarter every year until the project is complete, due by: January 15th, for the first quarter, April 15th, for the second quarter, July 15th, for the third quarter and October 15th, for the fourth quarter. At the completion of the project, the Developer shall submit a comprehensive final report.		**X**

***

EXHIBIT B

Amended Project and Finance Plans

AMENDED FINAL PROJECT PLAN
FOR

REINVESTMENT ZONE NUMBER SIX
CITY OF SAN ANTONIO, TEXAS

"MISSION DEL LAGO"

City of San Antonio

Approved August 26, 1999
Amended June 29, 2006
Amended April 17, 2014

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY 2

2. PROJECT PLAN 4

2.1. Overview 4

2.2. Boundaries 5

2.3. Land Use and Existing Conditions 5

2.4. Project Plan Objective 6

2.5. Relocation 7

2.6. Municipal Ordinances 8

2.7. Non-Project Costs 8

2.8. Exhibits 9

EXHIBIT A – TIRZ and School District Boundary 10
EXHIBIT B – TIRZ and Floodplain Boundary 11
EXHIBIT C – TIRZ and Existing Land Use 12

1. EXECUTIVE SUMMARY

The City of San Antonio Tax Increment Reinvestment Zone Number Six ("TIRZ"), known as the Mission Del Lago TIRZ, was designated by City Council, through Ordinance 90312, on August 19, 1999. The development is located south of Loop 410 along US Highway 281, adjacent to Mitchell Lake and surrounds the Mission Del Lago Municipal Golf Course.

The original project and finance plans called for the construction of 3,200 single-family homes on approximately 812 acres. After a change in the Mission Del Lago Ltd. partnership, the scope of the project was changed reducing the number of homes to be developed and decreasing the cost of proposed infrastructure. These changes were incorporated through amendments to the project and finance plans in June of 2006. The project and finance plans were amended again in April of 2014 as the result of the Settlement and Release Agreement between the City of San Antonio and Mission Del Lago Ltd. The 2014 amendment added street repairs to Unit 8 of the subdivision and the Villa Espada apartment project which had been previously approved by the TIRZ Board in May of 2013. In addition, the April 2014 amendments extended the term of the TIRZ for the City of San Antonio by two years until September 2027. All other taxing entities, with the exception of Alamo Colleges, whose participation terminates in 2014, will continue to participate in the TIRZ until the original termination date of September 2025.

In April of 2014, the Developer, Mission Del Lago Ltd., entered into an "Agreement for Sale and Purchase" with SouthStar Development Partners, Inc., a Florida corporation, for the purchase of the Developer's assets. In addition, Mission Del Lago Ltd. entered into an operating agreement delegating authority to SouthStar to serve as their "Operating Agent". Notwithstanding the agreements between Mission Del Lago Ltd. and SouthStar, Mission Del Lago Ltd. continues to be subject to all of the rights and responsibilities under the Development Agreement, including receiving TIRZ revenue payments from the City.

Participating taxing entities include; the City of San Antonio, Bexar County, Southside Independent School District, University Health System, and Alamo Colleges.

Under the current plans, approved on April 17, 2014, the Mission Del Lago TIRZ will support public improvements that will enable the developer to construct 2,241 single-family homes with average values ranging from $114,000.00 to $137,000.00, a total of 870[1] multi-family homes and 287,600 square feet of commercial space. In addition, the TIRZ will support the development of the Villa Espada apartment project, to be constructed by 210 Developers, L.L.C., and the repair of failed streets in Unit 8 of the subdivision.

[1] This includes approximately 240 units attributable to the Villa Espada apartment project.

Under the current project and finance plan total public improvement infrastructure capital cost is estimated at $69,858,270.71 of which, $60,228,267.00 is reimbursable through the TIRZ. In addition to infrastructure costs the developer is eligible for interest accrued on outstanding invoices up to $15,684,049.00. Additional expenses include administrative fees for all participating taxing entities up to $665,383.52, reimbursements for taxes paid to 210 Developers L.L.C. up to $1,087,476.70 and costs associated with the repair of Unit 8 streets of approximately $1,794,794.71[2].

The public infrastructure improvements and related capital costs include streets and approaches, sidewalks, drainage, water, sewer, utilities, street lights, on-site sewer outfall, Del Lago Parkway, gas, platting fees, drainage fees, sewer impact fees, engineering/surveying fees, park improvements, land and right-of-way ("ROW") clearing, contingency, project management, offsite sewer and water, landscaping ROW, land, and Developer formation legal costs.

The Mission Del Lago TIRZ Board of Directors met on August 24, 1999, and approved the original project and financing plans. Additional amendments were approved by the Board on May 3, 2006, June 20, 2006, May 3, 2013 and April 15, 2014.

[2] Preliminary subject to actual issuance of tax notes.

2. PROJECT PLAN

2.1. Overview

The Mission Del Lago TIRZ will support public improvements that will enable the developer to construct 2,241 single-family homes, 870[3] multi-family homes and 287,600 square feet of commercial space. In addition, the TIRZ will support the development of the Villa Espada Apartments and repair failed streets in Unit 8 of the subdivision.

The public infrastructure improvements and related capital costs include streets and approaches, sidewalks, drainage, water, sewer, utilities, street lights, on-site sewer outfall, Del Lago Parkway, gas, platting fees, drainage fees, sewer impact fees, engineering/surveying fees, park improvements, land and right-of-way ("ROW") clearing, contingency, project management, offsite sewer and water, landscaping ROW, land, and Developer formation legal costs.

In April of 2014, the Developer, Mission Del Lago Ltd., entered into an "Agreement for Sale and Purchase" with SouthStar Development Partners, Inc., a Florida corporation, for the purchase of the Developer's assets. In addition, Mission Del Lago Ltd. entered into an operating agreement delegating authority to SouthStar to serve as their "Operating Agent". Notwithstanding the agreements between Mission Del Lago Ltd. and SouthStar, Mission Del Lago Ltd. continues to be subject to all of the rights and responsibilities under the Development Agreement, including receiving TIRZ revenue payments from the City.

The majority of the 812.132 acre tract will be developed for single-family residential uses. The primary use on the west side of the golf course is single-family housing. Single-family development also is proposed for the northeastern and southeastern corners of the zone. A neighborhood center is proposed for the area north of the intersection of Mission Grande and US Highway 281. At the time of designation, the City's Master Plan called for the definition and promotion of neighborhood centers that include schools, libraries, stores, transit centers, and community service facilities in accessible, pedestrian friendly environments. In 2011, the Southside Independent School District built the Julian Gallardo Elementary School at the intersection of Del Lago Parkway and Club House Boulevard. If residential development creates the necessary demand, a second school site is proposed near the southwestern corner of the development. More defined site layouts will be determined as Plats are being submitted for future phases of development.

Landscaping to enhance the pedestrian walks from adjacent residential areas to the commercial areas is encouraged. In keeping with the City's Master Plan, the proposed

[3] This includes approximately 240 units attributable to the Villa Espada apartment project.

project will provide pedestrian linkages between any proposed park facilities and the hike/bike trails to area schools, institutions and neighborhoods. The planning and design of the adjacent uses must complement the public property and encourage the public's use of the park.

The area directly adjacent to US Highway 281 will be developed for office, retail and other commercial services. Single-family residences are proposed for the parcels located between the eastern border of the golf course and Club House Boulevard.

In coordination with San Antonio Water System (SAWS), environmental buffers, conservation easements or protection zones will be developed between Mitchell Lake (the western boundary of the TIRZ) and the proposed residential development. These buffers or zones will help to protect existing natural resources.

The Major Thoroughfare Plan calls for the extension of the Del Lago Parkway near the northern boundary of the site; and the Kelly Parkway just south of the site. Both parkways will give greater access to the Zone. In order to be eligible for TIRZ funding, the streets will need to be developed as public streets

The use of the TIRZ will enable the developer to create an attractive residential subdivision to encourage San Antonians to relocate to the south side. Without the creation of the TIRZ, the development would not be financially feasible.

2.2. Boundaries

The TIRZ is located about 7 miles south of downtown San Antonio in close proximity to Loop 410. The TIRZ is roughly bound by Mitchell Lake to the south and west, US Highway 281 to the east, northern parcel boundary of P-40 of NCB 11166 to the north. An internal boundary is created by an existing municipal golf course. The location of the zone is shown in Exhibit A: Vicinity/School Districts Map. The boundaries of the zone are shown in Exhibit B: Boundary/Floodplain Map.

2.3. Land Use and Existing Conditions

The primary land use south of the TIRZ prior to designation was agricultural. The land uses east of the TIRZ include a mix of agricultural, single-family residential, commercial and vacant properties. The primary land use north of the TIRZ is agricultural. The western boundary of the TIRZ is Mitchell Lake (see Exhibit C: Existing Land Use). The Mission Del Lago municipal Golf Course, a full service golf facility with 18 holes, a large practice green and driving range is located in the middle of the TIRZ.

The eastern boundary of the TIRZ is US Highway 281, which serves as a major transportation artery in the area. The TIRZ is located approximately 7 miles from Brooks

City Base and approximately 6 miles from the new Texas A&M San Antonio campus. Downtown San Antonio is easily accessible to the area from Highway 37 or directly from 281/South Presa.

Since designation, 486 single-family homes have been developed. In addition, the 280 unit Rancho Sierra multifamily project was developed at the corner of Mission Grande and Club House Boulevard. In 2011, the Southside Independent School District built the Julian Gallardo Elementary School at the intersection of Del Lago Parkway and Club House Boulevard.

At the time of designation, the median home value for the census tract where the TIRZ is located (tract 480291519) was $26,400.00 (1990 Census). At that time, the citywide median value was $49,700.00. Since designation, the median home value within the census tract has risen considerably. According to the American Communities Survey (ACS) the median value of owner occupied housing units in census tract 480291519 in 2012 was $70,100.00.

The development of the property will require utilities (gas and electricity), streets, street lighting, water, sewer, pedestrian malls and walkways, hike/bike trails, recreational facilities, drainage, monuments, educational facilities and parking facilities.

A portion of the property near Mitchell Lake is located within the 100 year FEMA floodplain (see Exhibit B: Boundary/Floodplain Map). Permanent development is not contemplated within the identified 100 year FEMA floodplain.

The population for this census tract increased slightly between the 1980 Census, 2,598 and the 1990 Census, 2,845. In 2012, the population in this census tract had grown to 4,239 according to the ACS.

According to Claritas data, the 1998 median household income in the Census tract was $23,500.00 compared to a 1998 citywide median household income of $30,585.00. The Median household income in 2012 as reported in the ACS was $36,027.00.

2.4. Project Plan Objective

The objective of the plan is to develop 812.132 acres of land into 2,241 single-family homes with average values ranging from $114,000.00 to $137,000.00, 870[4] multi-family homes and 287,600 square feet of commercial space. This development will help to increase area population, provide additional housing and encourage economic development. The use of the TIRZ will enable the developer to create an attractive residential subdivision to encourage San Antonians to relocate to the south side. Without the creation of the TIRZ, the development would not be financially feasible.

[4] This includes approximately 240 units attributable to the Villa Espada apartment project.

2.5. Relocation

The Plan does not call for the relocation or displacement of residents.

2.6. Municipal Ordinances

In addition to compliance with ordinances directly associated with the developments within the City of San Antonio, this TIRZ shall comply with all current and future local codes and ordinances.

The property currently is zoned for the development of Single-Family Residence District, Multi-Family Residence District, and Business Districts. Rezoning of portions of the TIRZ may be necessary in order for the districts to conform to the proposed land use pattern.

The City of San Antonio adopted a Universal Design Policy (Ord. No. 95641) on April 18, 2002, requiring that any person receiving financial assistance from city, state, or federal funds administered by the City of San Antonio for the construction of new single-family homes, duplexes, or triplexes, shall construct the units in accordance with specific features including entrance with no steps, wider doorways (2' 8"), lever door handles, lever controls on kitchen and lavatory faucets, and light switches and electrical receptacles within reachable height. The Mission Del Lago project is required to comply with the Universal Design Policy and all City Codes, regulations and ordinances. However, per approved amendments to the TIRZ Development Agreement and the Settlement & Release Agreement, the city has waived the Universal Design requirement on numerous non-compliant units.

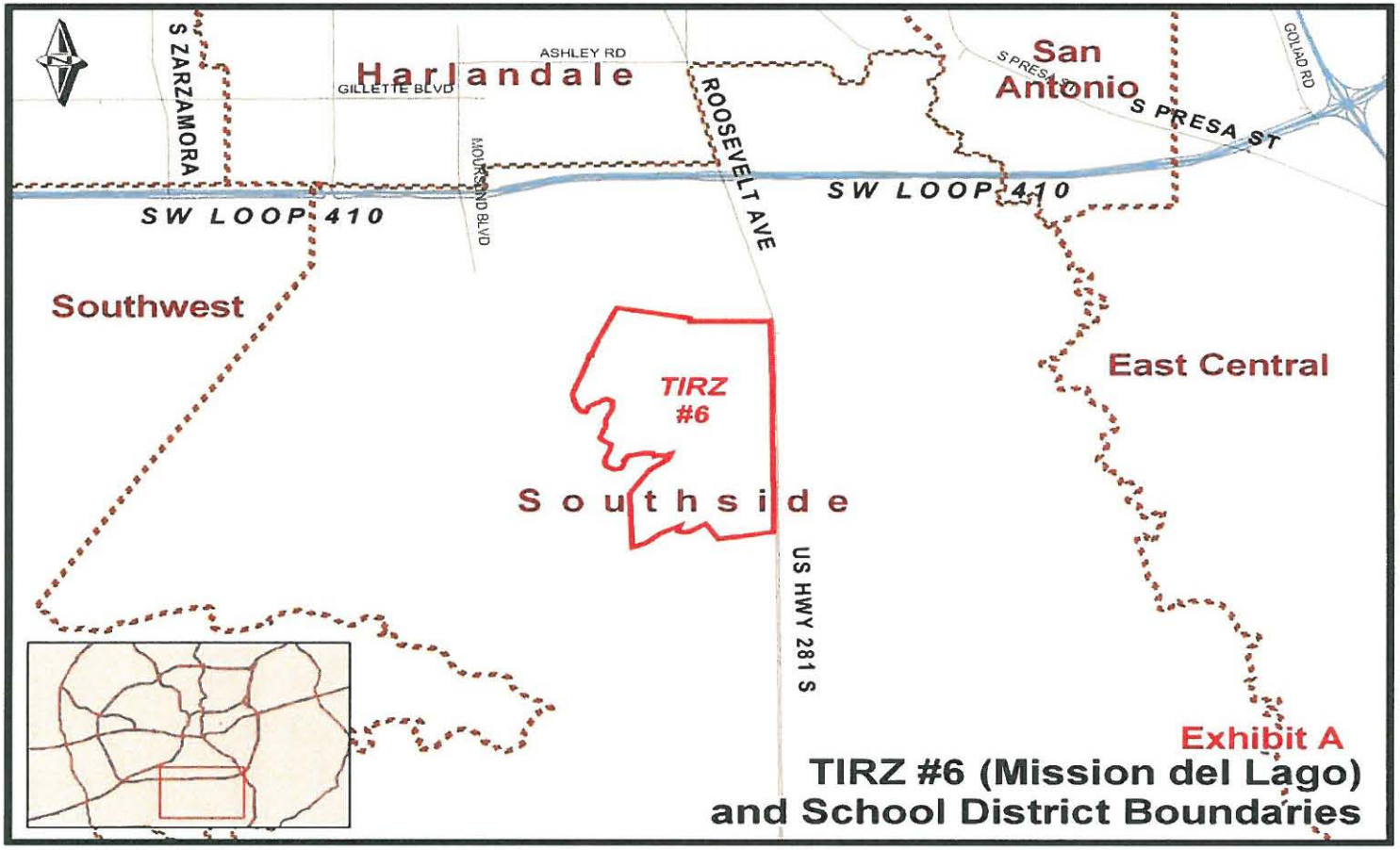
2.7. Non-Project Costs

In December of 2013, the Mission Del Lago TIRZ Board approved a Settlement and Release Agreement between the City of San Antonio, Mission Del Lago Ltd. and the Mission Del Lago TIRZ Board of Directors. As part of the settlement the repair of the existing streets in Unit 8 of the subdivision was added to the project and financing plans. These repairs are outside of the original scope of work for the development of the subdivision. It is anticipated that the expenses associated with the street repairs, which includes the issuance of debt and the related debt service payments, will amount to approximately $1,794,794.71[5].

[5] Preliminary subject to actual issuance of tax notes.

2.8. Exhibits

EXHIBIT A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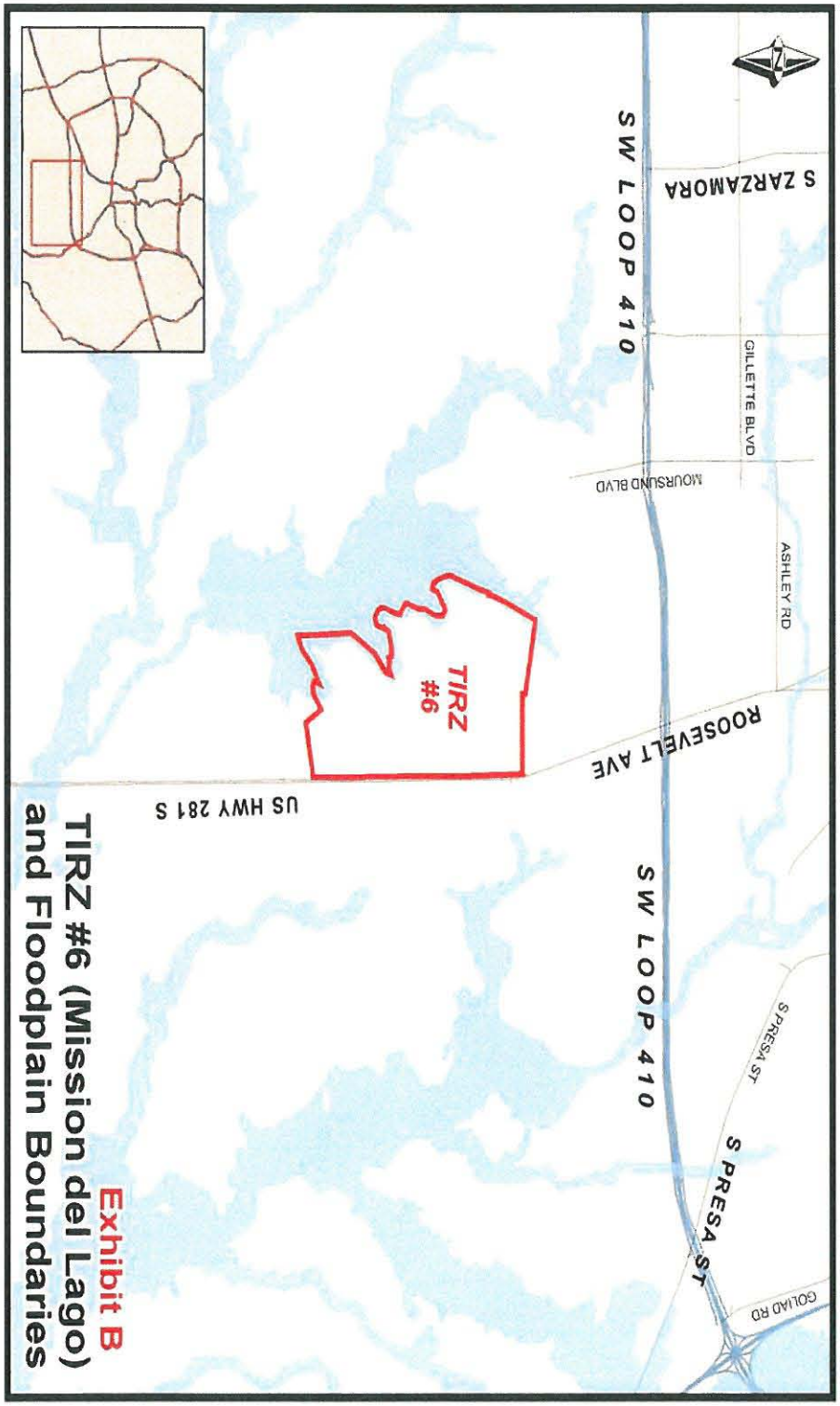
GILLETTE BLVD
Harlandale
MOURSUND BLVD
ROOSEVELT AVE
San Antonio
S PRESA ST
GOLIAD RD
SW LOOP 410
SW LOOP 410
Southwest
TIRZ #6
Southside
East Central
US HWY 281 S
Exhibit A
TIRZ #6 (Mission del Lago) and School District Boundaries

EXHIBIT B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MOURSUND BLVD
ASHLEY RD
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ROOSEVELT AVE
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SW LOOP 410
S PRESA ST
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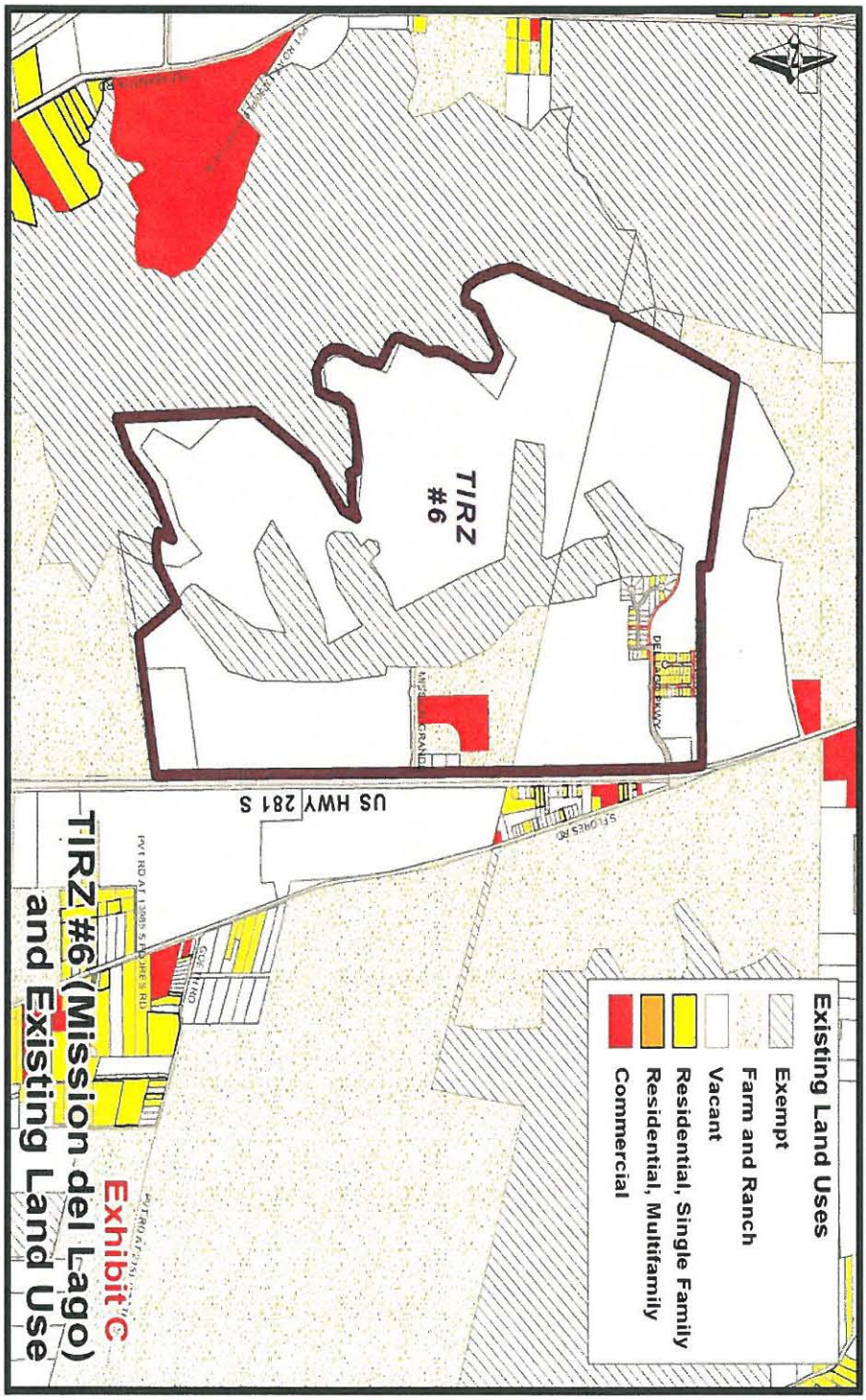
GOLIAD RD
Exhibit B
TIRZ #6 (Mission del Lago)
and Floodplain Boundaries

EXHIBIT C


Existing Land Uses
Exempt
Farm and Ranch
Vacant
Residential, Single Family
Residential, Multifamily
Commercial
TIRZ #6
US HWY 281 S
Exhibit C
TIRZ #6 (Mission del Lago)
and Existing Land Use

CITY OF SAN ANTONIO, TEXAS

Mission del Lago
Tax Increment Reinvestment Zone Six

Participation Levels:
City (100%)

Bexar County (100% of Operation & Maintenance portion of tax rate)
University Health System (75%)
Southside Independent School District (100%)
Alamo Colleges (50%)

AMENDED FINAL FINANCE PLAN

Approved August 26, 1999
Amended June 29, 2006
Amended May 1, 2014

Mission del Lago Development
Tax Increment Reinvestment Zone – Plan of Finance

Introduction

The Mission del Lago Development is located in the southern section of the City of San Antonio ("City"), approximately 1.5 miles south of Loop 410 South on Hwy 281 South adjacent to Mitchell Lake, near Mission del Lago Golf Course. The development is in the Southside Independent School District ("Southside ISD") and encompasses 812.132 acres. The tax year 1999 base assessed value was $1,323,410.00 and the projected 2026 year end assessed value is $387,310,971.45.

The project includes the construction of: 2,241 single-family homes with average values ranging from $114,000.00 to $137,000.00; 630 multi-family homes with average values ranging from $35,000.00 to $75,000.00; and 287,600 square feet of commercial space with an average price per square foot of $100. The total public improvement infrastructure capital cost is estimated at $69,858,270.71. However, total reimbursement for Public Improvements may not exceed $60,228,267.00, per section 7.3 in the Development Agreement, with the remainder paid by the Developer. The life of the Tax Increment Reinvestment Zone ("TIRZ") is projected to be 28.13 years with the TIRZ being in existence through fiscal year 2027.

The Developer is Mission del Lago, a duly authorized Texas Limited Partnership and its affiliate Mission del Lago, Ltd. In July of 2013, the Developer, Mission Del Lago Ltd., entered into an "Agreement for Sale and Purchase" with Southstar Development Partners, Inc., a Florida corporation, for the purchase of the Developer's assets. In addition, Mission Del Lago Ltd. entered into an operating agreement delegating authority to Southstar to serve as their "Operating Agent". Notwithstanding the agreements between Mission Del Lago Ltd. and Southstar, Mission Del Lago Ltd. continues to be subject to all of the rights and responsibilities under the Development Agreement, including receiving TIRZ revenue payments from the City. Additionally, the City entered into a 380 Agreement with 210 Developers, L.L.C. for the Villa Espada Apartments located at 1327 Mission Grand Dr. The construction project will consist of between 240 and 300 apartments, to include 20% student housing. The project is anticipated to result in an investment of approximately $19,455,471.45 in real property improvements no later than 2.5 years from September 20, 2013. The City has agreed to reimburse 210 Developers, L.L.C. for the Villa Espada Apartments in an amount not to exceed $1,087,476.70, which will be paid exclusively from the City's tax increment applicable to the TIRZ.

Public Infrastructure

The public infrastructure improvements and related capital costs include streets and approaches, sidewalks, drainage, water, sewer, utilities, street lights, on-site sewer outfall, Del Lago Parkway, gas, platting fees, drainage fees, sewer impact fees, engineering/surveying fees, park improvements, land and right-of-way ("ROW") clearing, contingency, project management, offsite sewer and water, landscaping ROW, land, and Developer formation legal costs.

Additionally, the City has agreed to fund a Construction Fund Transfer from City Tax Increment, paid into the TIRZ in April/May 2013, per the Settlement and Release Agreement related to the Unit 8 Street repairs and to issue a tax note in an amount not to exceed $1,700,000.00, plus interest, to finance these repairs.

Plan of Finance

The tax year 1999 base assessed value of the TIRZ was $1,323,410.00 Projected captured values that would be taxed to produce revenues to pay for the TIRZ expenses commenced in tax year 2000 with collections commencing in tax year 2002 (fiscal year 2003). Captured values grow from $30,761.00 in tax year 2000 to a projected $370,822,878.75 in tax year 2026.

The participating levels of each taxing entity include 100% for the City, 100% of Operation and Maintenance portion of tax rate for Bexar County, 75% for University Health System, 100% for Southside ISD, and 50% for the Alamo Community College District ("Alamo Colleges"). Details for the tax rates can be found on the Participation table (see page 13). The participation of these taxing entities is projected to produce total tax increment revenues of $72,647,215.98. No growth in tax rate or values is assumed.

Revenues derived from the TIRZ will be used to pay costs in the following order of priority of payment: (i.) to fund the Construction Fund Transfer related to the Unit 8 Street Repairs for the Settlement and Release Agreement between Mission del Lago, Ltd. and the City, which payment shall be from the City tax increment only; (ii.) to annual principal and interest payments due on the tax notes issued for the Settlement and Release Agreement between Mission del Lago, Ltd. and the City, which payments shall be from the City tax increment only; (iii.) to payment of eligible costs including any administrative fees incurred by the participating taxing entities per the applicable Development and Interlocal Agreements; (iv.) to reimbursements of tax increment collections to the Southside ISD as per the executed Interlocal agreement; (v.) to reimbursements for infrastructure improvements to the Developer, on an annual basis, as TIRZ revenues are available and eligible expenses have been approved by the TIRZ Board of Directors and the City for payment, which payments shall be made from TIRZ revenues not attributable to City tax increment from the Villa Espada Apartments for the duration of said Chapter 380 Agreement (vi.) to payments to the Developer, for interest accrued on the unpaid infrastructure improvements during the period between TIRZ Board approval of the invoice and the final reimbursement of said invoice; to be paid on an annual basis after all Board Approved invoices for infrastructure improvements have been paid and as TIRZ revenues are available which payments shall be made from TIRZ revenues not attributable to City tax increment from the Villa Espada Apartments; (vii.) to payments to the Developer of the Villa Espada Apartments after receipt by the City Tax Increment Finance Unit of prior year's tax invoice and evidence of full payment of all taxes owed for the Villa Espada Apartments, which payments shall be from the City tax increment only.

The total public improvement infrastructure capital cost is estimated at $69,858,270.71. However, total reimbursement for public improvements may not exceed $60,228,267.00, per section 7.3 in the Development Agreement. Revenues from the TIRZ are used to pay this amount plus financing costs, if any, on the unpaid infrastructure improvements during the period between TIRZ Board approval of the invoice and the final public improvement infrastructure cost reimbursement of said invoice at a rate of 9.25% for the tax years 1999-2006 and 4.54% for the remainder of the term, not to exceed $15,684,049.00 per section 7.3 in the Development Agreement. Based on the dates the actual invoices were received for this TIRZ, no interest will be calculated at 9.25% and all currently approved invoices and future invoices will be calculated at 4.54%. The earliest projected payoff of the capital cost would occur in fiscal year 2027 and includes an estimated Developer contribution of $26,080,658.28.

The TIRZ collections for this project shall not extend beyond September 30, 2027 and may be terminated earlier once each taxing entity has deposited its respective maximum dollar amount or reached its maximum length of contribution as described in the table below.

TABLE – TIRZ Contributions		
Participating Taxing Entities	Maximum Dollar Contribution	Maximum Length of Contribution
City of San Antonio [1,2]	$ 21,212,813.00	September 30, 2027
Bexar County [2]	$ 10,539,188.00	September 30, 2025
University Health System [2]	$ 6,706,771.00	September 30, 2025
Southside ISD [2,3]	$ 37,653,862.00	September 30, 2025
Alamo Colleges [2]	$ 365,066.00	September 30, 2014
Maximum Reimbursable Amount	$ 76,477,700.00	

[1] In accordance with the Settlement and Release Agreement between Mission del Lago, Ltd. and the City, the City's participation is extended by 2 years.

[2] Maximum Dollar Contribution based on Amended Final Finance Plan dated June 29, 2006.

[3] Southside ISD to receive 35% reimbursement of their tax increment contributions, with potential increase to 50% after all other plan expenses are paid, per the Interlocal Agreement. Refer to the information on the Reimbursements page (see page 11).

Limited Obligation of the City or Participating Governmental Entities

The City and Participating Governmental Entities shall have a limited obligation to impose, collect taxes, and deposit such tax receipts into a TIRZ fund so long as the project is viable and capital costs incurred by the Developer have not been fully paid. The TIRZ collections for this project shall not extend beyond September 30, 2027, and may be terminated prior to September 30, 2027, upon payment of public improvements capital costs incurred by the Developer up to $60,228,267.00 or for the failure of the Developer to perform. Only housing and/or commercial components count towards completion of the construction schedule, infrastructure construction does not. Furthermore, any default of the terms contained in the Interlocal and/or Development Agreements that is not cured within the timeframe contained in the Interlocal and/or Development Agreements may also result in TIRZ termination.

Any costs incurred by the Developer are not and shall never in any event become general obligations or debt of the City or any of the Participating Governmental Entities. The public improvement infrastructure costs incurred by the Developer shall be paid solely from the TIRZ revenues and shall never constitute a debt, indebtedness or a pledge of the faith and credit or taxing power of the State, the City, the Participating Governmental Entities, any political corporation, subdivision, or agency of the State.

Notwithstanding the foregoing, in accordance with the Settlement and Release Agreement between Mission del Lago, Ltd. and the City, the City has agreed to fund a Construction Fund Transfer from City Tax Increment, paid into the TIRZ in April/May 2013, per the Settlement and Release Agreement related to the Unit 8 Street repairs and to issue a tax note in an amount not to exceed $1,700,000.00, plus interest, to finance these repairs.

Developer's Risk

All financing, developmental costs, construction costs, improvements, damages, or other costs incurred with respect to this project are at the sole risk of the Developer. Neither the City nor any Participating Governmental Entity shall incur any risk whatsoever associated with the

development, construction, completion or failure of the project. In the event that the project fails, is abandoned by the Developer or for any reason is not completed, the City shall have the right to terminate the TIRZ and any funds remaining in the TIRZ account shall be distributed to the City and Participating Governmental Entities on a pro rata basis in accordance with each entity's participation level.

Compliance

The Developer shall comply with all federal, state and local laws, rules and regulations including the 1998 TIF Guidelines.

Reporting

The Developer shall submit a project status report and financial report on a quarterly basis (January 15th, April 15th, July 15th, and October 15th) to the City.

Inspection

The City, Participating Governmental Entities, or Administrator shall have the right to inspect the project site or sites and the premises of the Developer without notice.

Mission del Lago
Tax Increment Reinvestment Zone Six
Summary Fact Sheet
May 1, 2014

Plan of Finance:	Amended Final Finance Plan - 2006	Amended Final Finance Plan - 2014	
		2003 - 2012	2013-2027
Site Area (Acres)	812.132	812.132	
Beginning Assessed Value (1999)	$ 1,323,410.00	1,323,410.00	
Average Value for Single-Family	$ 114,000	$ 114,000	$ 137,000
Average Value for Multi-Family Unit (Villa Espada)	N/A	N/A	$ 80,907
Average Value for Multi-Family Unit	$ 50,000	$ 35,000	$ 75,000
Average Value Commercial (per sq. ft.)	$ 100	$ 100	$ 100

Project	Structure Type[1]	Projected Completion Tax Year	Projected Number/ Square Feet[2]	Number / Square Feet Actual
	Single Family Homes	1999		0
	Single Family Homes	2000		0
	Single Family Homes	2001		0
	Single Family Homes	2002		0
	Single Family Homes	2003		0
	Single Family Homes	2004		64
	Multi-Family Homes			280
	Single Family Homes	2005		50
	Single Family Homes	2006		52
	Single Family Homes	2007		69
	Single Family Homes	2008		41
	Single Family Homes	2009		4
	Single Family Homes	2010		32
	Single Family Homes	2011		70
	Single Family Homes	2012		51
	Single Family Homes	2013		53
	Single Family Homes	2014	115	
	Commercial		3,500	
	Multi-Family Homes		70	
	Single Family Homes	2015	150	
	Single Family Homes	2016	150	
	Commercial		48,000	
	Villa Espada Apartments[3]		240	
	Single Family Homes	2017	160	
	Single Family Homes	2018	160	
	Commercial		53,000	
	Multi-Family Homes		280	
	Single Family Homes	2019	160	
	Commercial		10,600	
	Single Family Homes	2020	160	
	Commercial		75,000	
	Single Family Homes	2021	170	
	Commercial		7,500	
	Single Family Homes	2022	170	
	Commercial		40,000	
	Single Family Homes	2023	180	
	Commercial		30,000	
	Single Family Homes	2024	180	
	Commercial		20,000	

	Projected	Actual	Total
Total Number of Single Family Homes	1,755	486	2,241
Total Number of Multi-Family Homes	350	280	630
Total Number of Villa Espada Apartments	240	0	240
Total Square Feet of Commercial	287,600	0	287,600

Housing Developer:
Mission Del Lago. Ltd.
Austin, TX

Operating Agent:
Southstar Development Partners, Inc.
Coral Gables, FL

Performance Bonds
Per Texas Government Code Chapter 2253

Payment Bonds
Per Texas Government Code Chapter 2253

Assumptions:	Amended Final Finance Plan - 2006	Amended Final Finance Plan - 2014
Year-End Assessed Tax Incremental Value	$ 328,729,290	$ 370,822,879
Growth Factor	0.00%	0.00%
Collection Rate	97.50%	97.50%
Estimated Total TIF Revenues[4]	$ 69,926,965	$ 59,468,364
Estimated TIF Life (Years) (08/19/99 to 09/30/27)	26.13	28.13

[1] Single-Family Homes may include Garden Homes in FY 15, FY 16, and FY 18.

[2] Amended Construction Schedule provided by Mission Del Lago, Ltd.

[3] On September 20, 2013, the City entered into a 380 Agreement with 210 Developers, L.L.C. for the Villa Espada Apartments in an amount not to exceed $1,087,476.70 per Article IV B. Per Article IV C of the Agreement, the City is waiving $56,970 in City fees and $552,000 in SAWS impact fees.

[4] Southside ISD to receive 35% reimbursement of their tax increment contributions, with potential increase to 50% after all other plan expenses are paid, as per the Interlocal Agreement.

Mission del Lago
Tax Increment Reinvestment Zone Six
Sources & Uses

Sources of Funds:	
TIF Revenues	$ 72,647,215.98
TIF Interest	$ 37,121.43
SISD Reimbursement [1]	$ (13,178,851.70)
Developer's Contribution	$ 26,080,658.28
Total Sources of Funds:	$ 85,586,143.99

Uses of Funds	Approved Actuals				Actuals Not Yet Approved			Projected					Projected						Total Infrastructure
Tax Year	2003 - 2005	2006	2007	2008 - 2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Improvements
Number of Single Family Homes	114	52	69	77	70	51	53	115	150	150	160	160	160	160	170	170	180	180	2,241
Number of Multi-Family Homes	280	-	-	-	-	-	-	70	-	-	-	280	-	-	-	-	-	-	630
Number of Villa Espada Apartments	-	-	-	-	-	-	-	-	-	240	-	-	-	-	-	-	-	-	240
Square Feet of Commercial	-	-	-	-	-	-	-	3,500	-	48,000	-	53,000	10,600	75,000	7,500	40,000	30,000	20,000	287,600
Streets & Approaches	$ 359,141.52	$ 666,119.28	$ 1,460,320.56	$ 2,852,482.34	$ 150,548.50	$ 153,665.35	$ 329,488.80	$ 732,801.74	$ 979,141.25	$ 1,002,454.13	$ 1,094,151.49	$ 1,119,018.57	$ 1,143,885.65	$ 1,168,752.72	$ 1,268,221.04	$ 1,294,642.31	$ 1,398,773.21	$ 1,426,748.67	$ 18,600,357.13
Sidewalks	$ 8,137.35	$ 31,500.63	$ 17,858.90	$ 23,118.34	$ -	$ -	$ 9,055.00	$ 20,138.83	$ 26,908.73	$ 27,549.41	$ 30,069.43	$ 30,752.83	$ 31,436.23	$ 32,119.62	$ 34,853.21	$ 35,579.32	$ 38,441.04	$ 39,209.86	$ 436,728.73
Drainage	$ 111,492.97	$ 38,393.10	$ 92,964.40	$ 615,197.04	$ 7,196.48	$ 29.82	$ 79,313.60	$ 176,397.94	$ 235,696.08	$ 241,307.89	$ 263,381.01	$ 269,366.94	$ 275,352.88	$ 281,338.81	$ 305,282.54	$ 311,642.59	$ 336,708.68	$ 343,442.85	$ 3,984,505.62
Water	$ 608,987.33	$ 261,690.66	$ 563,639.09	$ 1,357,419.83	$ 7,196.48	$ -	$ 156,874.90	$ 348,898.66	$ 466,184.84	$ 477,284.48	$ 520,943.06	$ 532,782.68	$ 544,622.29	$ 556,461.91	$ 603,820.37	$ 616,399.96	$ 665,978.35	$ 679,297.92	$ 8,968,482.81
Sewer	$ 130,542.74	$ 393,630.05	$ 196,840.38	$ 536,262.35	$ 7,196.48	$ -	$ 184,991.10	$ 411,430.68	$ 549,737.70	$ 562,826.70	$ 614,310.07	$ 628,271.66	$ 642,233.25	$ 656,194.85	$ 712,041.22	$ 726,875.41	$ 785,339.58	$ 801,046.37	$ 8,539,770.59
Utilities	$ 61,541.79	$ 36,360.15	$ 107,443.93	$ 534,419.12	$ -	$ -	$ 79,000.00	$ 175,700.47	$ 234,764.15	$ 240,353.77	$ 262,339.62	$ 268,301.89	$ 274,264.15	$ 280,226.42	$ 304,075.47	$ 310,410.38	$ 335,377.36	$ 342,084.91	$ 3,846,663.58
Street Lights	$ 17,124.00	$ 23,310.00	$ 132,254.26	$ 119,068.80	$ -	$ -	$ 7,018.83	$ 15,610.28	$ 20,857.84	$ 21,354.46	$ 23,307.81	$ 23,837.54	$ 24,367.26	$ 24,896.98	$ 27,015.87	$ 27,578.70	$ 29,796.92	$ 30,392.86	$ 567,792.41
On-Site Sewer Outfall	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000.00	$ 2,224.06	$ 2,971.70	$ 3,042.45	$ 3,320.75	$ 3,396.23	$ 3,471.70	$ 3,547.17	$ 3,849.06	$ 3,929.25	$ 4,245.28	$ 4,330.19	$ 39,327.84
Del Lago Parkway	$ 13,672.96	$ 1,565.71	$ 175.97	$ 113.47	$ -	$ -	$ 82,373.20	$ 183,202.66	$ 244,788.28	$ 250,616.58	$ 1,023,541.19	$ 279,758.04	$ 285,974.88	$ 292,191.73	$ 317,059.11	$ 323,664.51	$ 349,697.55	$ 356,691.50	$ 4,005,087.34
Gas	$ -	$ -	$ -	$ 5,574.68	$ -	$ -	$ 1,000.00	$ 2,224.06	$ 2,971.70	$ 3,042.45	$ 3,320.75	$ 3,396.23	$ 3,471.70	$ 3,547.17	$ 3,849.06	$ 3,929.25	$ 4,245.28	$ 4,330.19	$ 44,902.52
Platting Fees	$ -	$ 14,164.74	$ 9,529.00	$ 17,037.00	$ -	$ 8,887.00	$ 9,750.00	$ 21,684.55	$ 28,974.06	$ 29,663.92	$ 32,377.36	$ 33,113.21	$ 33,849.06	$ 34,584.91	$ 37,528.30	$ 38,310.14	$ 41,391.51	$ 42,219.34	$ 433,064.10
Drainage Fees	$ 35,460.00	$ -	$ 43,206.00	$ 81,847.00	$ -	$ -	$ 8,547.55	$ 19,010.24	$ 25,400.74	$ 26,005.52	$ 28,384.32	$ 29,029.42	$ 29,674.51	$ 30,319.61	$ 32,900.00	$ 33,585.42	$ 36,286.77	$ 37,012.50	$ 496,669.60
Sewer Impact Fees	$ 59,512.00	$ 27,940.00	$ 79,240.00	$ 18,670.00	$ 508.00	$ -	$ 866.00	$ 1,926.03	$ 2,573.49	$ 2,634.76	$ 2,875.77	$ 2,941.13	$ 3,006.49	$ 3,071.85	$ 3,333.28	$ 3,402.73	$ 3,676.42	$ 3,749.94	$ 219,927.89
Engineering/Surveying Fees	$ 218,819.09	$ 293,969.46	$ 187,449.92	$ 452,343.00	$ 47,344.12	$ 32,198.43	$ 115,820.64	$ 257,591.66	$ 344,183.98	$ 352,378.83	$ 384,611.94	$ 393,353.12	$ 402,094.30	$ 410,835.48	$ 445,800.20	$ 455,087.70	$ 491,691.40	$ 501,525.22	$ 5,787,098.49
Park Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500.00	$ 3,336.08	$ 4,457.55	$ 4,563.68	$ 4,981.13	$ 5,094.34	$ 5,207.55	$ 5,320.75	$ 5,773.58	$ 5,893.87	$ 6,367.92	$ 6,495.28	$ 58,991.73
Land & ROW Clearing	$ -	$ 45,655.97	$ -	$ 4,277.34	$ -	$ -	$ 5,500.00	$ 12,232.31	$ 16,344.34	$ 16,733.49	$ 18,264.15	$ 18,679.25	$ 19,094.34	$ 19,509.43	$ 21,169.81	$ 21,610.85	$ 23,349.06	$ 23,816.04	$ 266,236.38
Contingency	$ -	$ 288,240.00	$ -	$ -	$ -	$ -	$ 200.00	$ 444.81	$ 594.34	$ 608.49	$ 664.15	$ 679.25	$ 694.34	$ 709.43	$ 769.81	$ 785.85	$ 849.06	$ 866.04	$ 296,105.57
Project Management	$ 31,829.72	$ 14,145.19	$ 34,414.35	$ 120,668.71	$ -	$ -	$ 235,677.66	$ 524,160.46	$ 700,362.86	$ 717,038.16	$ 782,627.70	$ 800,414.69	$ 818,201.69	$ 835,988.68	$ 907,136.65	$ 926,035.33	$ 1,000,518.37	$ 1,020,528.74	$ 9,469,748.96
Subtotal	$ 1,656,261.47	$ 2,136,684.94	$ 2,925,336.76	$ 6,738,499.02	$ 219,990.06	$ 194,780.60	$ 1,307,977.28	$ 2,909,015.52	$ 3,886,913.63	$ 3,979,459.17	$ 5,093,471.70	$ 4,442,187.02	$ 4,540,902.27	$ 4,639,617.52	$ 5,034,478.58	$ 5,139,363.57	$ 5,552,733.76	$ 5,663,788.42	$ 66,061,461.29
Additional Uses of TIF Revenue																			
Offsite Sewer and Water	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 750,000.00	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,750,000.00
Landscaping ROW	$ 1,126.34	$ -	$ 60,801.63	$ 80,439.63	$ 54,503.83	$ 56,603.69	$ 23,378.34	$ -	$ 44,250.00	$ 53,611.00	$ 94,554.00	$ 152,640.00	$ 152,640.00	$ 152,640.00	$ 152,640.00	$ 152,640.00	$ 152,640.00	$ 205,740.00	$ 1,590,848.46
Land	$ -	$ -	$ 16,436.79	$ 7,000.00	$ -	$ -	$ 70,000.00	$ -	$ 6,914.00	$ 6,173.00	$ 6,738.00	$ 7,432.00	$ 7,432.00	$ 37,432.00	$ 7,432.00	$ 7,432.00	$ 7,432.00	$ 8,361.00	$ 196,214.79
Developer Formation Legal Costs	$ 8,331.17	$ 9,148.27	$ 14,960.58	$ 80,173.66	$ -	$ -	$ 147,132.49	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 259,746.17
Subtotal	$ 9,457.51	$ 9,148.27	$ 92,199.00	$ 167,613.29	$ 54,503.83	$ 56,603.69	$ 240,510.83	$ 750,000.00	$ 51,164.00	$ 59,784.00	$ 1,101,292.00	$ 160,072.00	$ 160,072.00	$ 190,072.00	$ 160,072.00	$ 160,072.00	$ 160,072.00	$ 214,101.00	$ 3,796,809.42
Grand Total	$ 1,665,718.98	$ 2,145,833.21	$ 3,017,535.76	$ 6,906,112.31	$ 274,493.89	$ 251,384.29	$ 1,548,488.11	$ 3,659,015.52	$ 3,938,077.63	$ 4,039,243.17	$ 6,194,763.70	$ 4,602,259.02	$ 4,700,974.27	$ 4,829,689.52	$ 5,194,550.58	$ 5,299,435.57	$ 5,712,805.76	$ 5,877,889.42	$ 69,858,270.71

Total Infrastructure [2]	$ 69,858,270.71
Interest Cost @ 4.54% [3]	$ 12,180,218.35
Total Payments to Mission del Lago, Ltd.	$ 82,038,489.06
Total Payments to 210 Developers L.L.C. [4]	$ 1,087,476.70
Total Administrative Expenses [5]	$ 665,383.52
Total Debt Service for Unit 8 Street Repairs [6]	$ 1,455,288.19
Total Construction Fund Transfer for Unit 8 Street Repairs [7]	$ 339,506.52
Grand Total	$ 85,586,143.99
Project Financing Surplus/(Shortage)	$ -

[1] Southside ISD to receive 35% reimbursement of their tax increment contributions, with potential increase to 50% after all other plan expenses are paid, per the Interlocal Agreement.

[2] Total reimbursement for public improvements may not exceed $60,228,267, per section 7.3 in the Development Agreement.

[3] Total reimbursement for interest may not exceed $15,684,049 per section 7.3 in the Development Agreement. The Amended Final Finance Plan, dated 06-29-2006, states an interest rate of 9.25% for tax years 1999 - 2006, and 4.54% for the remainder of the TIRZ. Interest is assumed to be reimbursed after all Developer project reimbursements have been made.

[4] On September 20, 2013, the City entered into a 380 Agreement with 210 Developers, L.L.C. for the Villa Espada Apartments in an amount not to exceed $1,087,476.70 per Article IV B. Per Article IV C of the Agreement, the City is waiving $56,970 in City fees and $552,000 in SAWS impact fees.

[5] Administrative fees include: startup fees for all taxing entities, $2,000 annually for Bexar County (ending FY 2025), $5,000 annually for Alamo Colleges (ending FY 2014) and $15,000 annually for the City (ending FY 2027).

[6] Preliminary tax note debt service for 2014 issuance; subject to change. Reimbursement for the Unit 8 Street Repairs (estimated at $1,565,000) are contingent on the pending issuance by the City of a tax note in an amount not to exceed $1,700,000.00, plus interest, per the Developer Participation Contract.

[7] Construction Fund transfer of City's April/May 2013 tax increment, per the Settlement and Release Agreement.

Mission del Lago
Tax Increment Reinvestment Zone Six
Revenues

	Tax Increment Zone					City of San Antonio					
Tax Year	Beginning Assessed Value[1]	New Values[2]	Villa Espada New Values	Appraisal Growth	Year-End Assessed Value	Tax Exemptions	Year-End Taxable Value	Captured Taxable Value	Tax Rate Contribution	Projected Tax Increments	Actual Tax Increments
1999	1,323,410.00	-	-	-	1,323,410.00	(1,063,647.00)	259,763.00	-	0.579790	-	-
2000	1,323,410.00	-	-	83,536.00	1,406,946.00	(1,116,422.00)	290,524.00	30,761.00	0.579790	-	-
2001	1,406,946.00	-	-	41,064.00	1,448,010.00	(759,567.00)	688,443.00	428,680.00	0.578540	-	-
2002	1,448,010.00	-	-	214,190.00	1,662,200.00	(868,537.00)	793,663.00	533,900.00	0.578540	-	475.76
2003	1,662,200.00	63,900.00	-	1,168,500.00	2,894,600.00	(858,589.00)	2,036,011.00	1,776,248.00	0.578540	-	12,284.28
2004	2,894,600.00	5,101,900.00	-	5,400,200.00	13,396,700.00	(1,118,291.00)	12,278,409.00	12,018,646.00	0.578540	-	69,710.38
2005	13,396,700.00	3,592,130.00	-	2,503,470.00	19,492,300.00	(1,782,340.00)	17,709,960.00	17,450,197.00	0.578540	-	99,110.82
2006	19,492,300.00	7,725,746.00	-	2,055,746.00	29,273,792.00	(2,798,950.00)	26,474,842.00	26,215,079.00	0.578540	-	147,543.61
2007	29,273,792.00	9,625,446.00	-	8,878,228.00	47,777,466.00	(6,539,467.99)	41,237,998.01	40,978,235.01	0.572300	-	234,146.92
2008	47,777,466.00	8,679,265.00	-	1,964,289.00	58,421,020.00	(7,129,278.83)	51,291,741.17	51,031,978.17	0.567140	-	287,594.02
2009	58,421,020.00	3,542,390.00	-	(3,005,675.00)	58,957,735.00	(7,105,645.80)	51,852,089.20	51,592,326.20	0.565690	-	288,926.34
2010	58,957,735.00	1,637,590.00	-	(1,257,665.00)	59,337,660.00	(6,272,637.01)	53,065,022.99	52,805,259.99	0.565690	-	297,785.05
2011	59,337,660.00	4,078,850.00	-	(1,509,555.00)	61,906,955.00	(6,205,591.05)	55,701,363.95	55,441,600.95	0.565690	-	311,465.22
2012	61,906,955.00	7,280,510.00	-	(4,037,965.00)	65,149,500.00	(2,731,534.00)	62,417,966.00	62,158,203.00	0.565690	-	348,530.11
2013	65,149,500.00	7,261,000.00	7,751.18	0.00	72,418,251.18	(3,034,324.72)	69,383,926.46	69,124,163.46	0.565690	381,253.00	-
2014	72,418,251.18	21,355,000.00	5,038,269.50	0.00	98,811,520.68	(4,140,202.72)	94,671,317.96	94,411,554.96	0.565690	520,725.00	-
2015	98,811,520.68	20,550,000.00	7,859,700.42	0.00	127,221,221.10	(5,330,569.16)	121,890,651.94	121,630,888.94	0.565690	670,852.00	-
2016	127,221,221.10	25,350,000.00	6,549,750.35	0.00	159,120,971.45	(6,667,168.70)	152,453,802.75	152,194,039.75	0.565690	839,423.00	-
2017	159,120,971.45	21,920,000.00	-	0.00	181,040,971.45	(7,585,616.70)	173,455,354.75	173,195,591.75	0.565690	955,256.00	-
2018	181,040,971.45	48,220,000.00	-	0.00	229,260,971.45	(9,606,034.70)	219,654,936.75	219,395,173.75	0.565690	1,210,069.00	-
2019	229,260,971.45	22,980,000.00	-	0.00	252,240,971.45	(10,568,896.70)	241,672,074.75	241,412,311.75	0.565690	1,331,504.00	-
2020	252,240,971.45	29,420,000.00	-	0.00	281,660,971.45	(11,801,594.70)	269,859,376.75	269,599,613.75	0.565690	1,486,971.00	-
2021	281,660,971.45	24,040,000.00	-	0.00	305,700,971.45	(12,808,870.70)	292,892,100.75	292,632,337.75	0.565690	1,614,007.00	-
2022	305,700,971.45	27,290,000.00	-	0.00	332,990,971.45	(13,952,321.70)	319,038,649.75	318,778,886.75	0.565690	1,758,218.00	-
2023	332,990,971.45	27,660,000.00	-	0.00	360,650,971.45	(15,111,275.70)	345,539,695.75	345,279,932.75	0.565690	1,904,384.00	-
2024	360,650,971.45	26,660,000.00	-	0.00	387,310,971.45	(16,228,329.70)	371,082,641.75	370,822,878.75	0.565690	2,045,265.00	-
2025	387,310,971.45	-	-	0.00	387,310,971.45	(16,228,329.70)	371,082,641.75	370,822,878.75	0.565690	2,045,265.00	-
2026	387,310,971.45	-	-	0.00	387,310,971.45	(16,228,329.70)	371,082,641.75	370,822,878.75	0.565690	2,045,265.00	-
		354,033,727.00	19,455,471.45							18,808,457.00	2,097,572.51

Existing Annual Value Growth Factors	0.00%
Years 1999-2003	0.00%
Thereafter	0.00%
Combined Compound Growth Rate	0.00%

Participation Level	100%
Tax Rate Growth Factor	0.00%
Tax Rate Collection Factor	97.50%

[1] Tax Year 1999 Base value changed from $1,287,240 to $1,323,410 due to increased market value.

[2] New Values through Tax Year 2012 are based on Bexar County Appraisal District. Projected New Values from Tax Year 2013 through Tax Year 2024 are calculated based on projected construction and price per unit.

[3] Bexar County is participating at 100% of their Operation and Maintenance portion of their tax rate.

[4] University Health System's participating level is at 75% of their tax rate.

[5] Southside ISD to receive 35% reimbursement of their tax increment contributions, with potential increase to 50% after all other plan expenses are paid, per the Interlocal Agreement.

[6] Alamo Colleges participating level is at 50% of their tax rate and for a 15 year period (FY 2000-FY 2014) and is withholding $5,000 per year for Administrative Expenses for years 2 - 15.

Mission del Lago
Tax Increment Reinvestment Zone Six
Revenues

Bexar County[3]					
Tax Exemptions	Year-End Taxable Value	Captured Taxable Value	Tax Rate Contribution	Projected Tax Increments	Actual Tax Increments
(1,063,647.00)	259,763.00	-	0.284015	-	-
(1,116,422.00)	290,524.00	30,761.00	0.289220	-	-
(759,567.00)	688,443.00	428,680.00	0.272364	-	-
(868,537.00)	793,663.00	533,900.00	0.273812	-	-
(858,589.00)	2,036,011.00	1,776,248.00	0.279634	-	-
(1,073,291.00)	12,323,409.00	12,063,646.00	0.281519	-	-
(1,654,840.00)	17,837,460.00	17,577,697.00	0.287407	-	-
(2,686,450.00)	26,587,342.00	26,327,579.00	0.286301	-	168,789.28
(6,365,343.73)	41,412,122.27	41,152,359.27	0.265594	-	108,772.79
(6,914,060.89)	51,506,959.11	51,247,196.11	0.250920	-	32,537.71
(6,825,275.77)	52,132,459.23	51,872,696.23	0.250920	-	218,783.35
(5,978,898.72)	53,358,761.28	53,098,998.28	0.250920	-	132,798.95
(5,916,313.95)	55,990,641.05	55,730,878.05	0.250920	-	138,596.78
(2,273,961.00)	62,875,539.00	62,615,776.00	0.250920	-	154,994.30
(2,527,396.97)	69,890,854.21	69,631,091.21	0.250920	170,350.00	-
(3,448,522.07)	95,362,998.61	95,103,235.61	0.250920	232,667.00	-
(4,440,020.62)	122,781,200.48	122,521,437.48	0.250920	299,745.00	-
(5,553,321.90)	153,567,649.55	153,307,886.55	0.250920	375,063.00	-
(6,318,329.90)	174,722,641.55	174,462,878.55	0.250920	426,818.00	-
(8,001,207.90)	221,259,763.55	221,000,000.55	0.250920	540,670.00	-
(8,803,209.90)	243,437,761.55	243,177,998.55	0.250920	594,928.00	-
(9,829,967.90)	271,831,003.55	271,571,240.55	0.250920	664,391.00	-
(10,668,963.90)	295,032,007.55	294,772,244.55	0.250920	721,151.00	-
(11,621,384.90)	321,369,586.55	321,109,823.55	0.250920	785,586.00	-
(12,586,718.90)	348,064,252.55	347,804,489.55	0.250920	850,893.00	-
(13,517,152.90)	373,793,818.55	373,534,055.55	0.250920	913,840.00	-
-	-	-	-	-	-
-	-	-	-	-	-
				6,576,102.00	955,273.16
Participation Level					100%
Tax Rate Growth Factor					0.00%
Tax Rate Collection Factor					97.50%

University Health System[4]					
Tax Exemptions	Year-End Taxable Value	Captured Taxable Value	Tax Rate Contribution	Projected Tax Increments	Actual Tax Increments
(1,063,647.00)	259,763.00	-	0.182902	-	-
(1,116,422.00)	290,524.00	30,761.00	0.182902	-	-
(759,567.00)	688,443.00	428,680.00	0.182902	-	-
(868,537.00)	793,663.00	533,900.00	0.182902	-	-
(858,589.00)	2,036,011.00	1,776,248.00	0.182902	-	-
(923,291.00)	12,473,409.00	12,213,646.00	0.182902	-	-
(1,249,840.00)	18,242,460.00	17,982,697.00	0.182902	-	-
(2,353,450.00)	26,920,342.00	26,660,579.00	0.182902	-	110,086.66
(5,854,657.00)	41,922,809.00	41,663,046.00	0.178056	-	73,716.90
(6,251,158.00)	52,169,862.00	51,910,099.00	0.195767	-	100,843.38
(6,007,858.00)	52,949,877.00	52,690,114.00	0.199676	-	104,091.27
(5,169,020.00)	54,168,640.00	53,908,877.00	0.207176	-	107,391.66
(4,998,095.00)	56,908,860.00	56,649,097.00	0.207176	-	116,217.98
(1,131,324.00)	64,018,176.00	63,758,413.00	0.207176	-	130,152.55
(1,260,077.57)	71,158,173.61	70,898,410.61	0.207176	143,213.00	-
(1,719,320.46)	97,092,200.22	96,832,437.22	0.207176	195,598.00	-
(2,213,649.25)	125,007,571.85	124,747,808.85	0.207176	251,987.00	-
(2,768,704.90)	156,352,266.55	156,092,503.55	0.207176	315,302.00	-
(3,150,112.90)	177,890,858.55	177,631,095.55	0.207176	358,809.00	-
(3,989,140.90)	225,271,830.55	225,012,067.55	0.207176	454,517.00	-
(4,388,992.90)	247,851,978.55	247,592,215.55	0.207176	500,128.00	-
(4,900,900.90)	276,760,070.55	276,500,307.55	0.207176	558,522.00	-
(5,319,196.90)	300,381,774.55	300,122,011.55	0.207176	606,237.00	-
(5,794,042.90)	327,196,928.55	326,937,165.55	0.207176	660,403.00	-
(6,275,326.90)	354,375,644.55	354,115,881.55	0.207176	715,303.00	-
(6,739,210.90)	380,571,760.55	380,311,997.55	0.207176	768,218.00	-
-	-	-	-	-	-
-	-	-	-	-	-
				5,528,237.00	742,500.40
Participation Level					75%
Tax Rate Growth Factor					0.00%
Tax Rate Collection Factor					97.50%

Mission del Lago
Tax Increment Reinvestment Zone Six
Revenues

Southside ISD [5]						Alamo Colleges [6]							
Tax Exemptions	Year-End Taxable Value	Captured Taxable Value	Tax Rate Contribution	Projected Tax Increments	Actual Tax Increments	Tax Exemptions	Year-End Taxable Value	Captured Taxable Value	Tax Rate Contribution	Projected Tax Increments	Actual Tax Increments	Total Tax Increments	Fiscal Year Ending
(1,063,647.00)	259,763.00	-	1.580000	-	-	(1,063,647.00)	259,763.00	-	0.052981	-	-	-	2000
(1,116,422.00)	290,524.00	30,761.00	1.620000	-	-	(1,116,422.00)	290,524.00	30,761.00	0.053450	-	-	-	2001
(759,567.00)	688,443.00	428,680.00	1.620000	-	-	(759,567.00)	688,443.00	428,680.00	0.052300	-	-	-	2002
(868,537.00)	793,663.00	533,900.00	1.720000	-	-	(868,537.00)	793,663.00	533,900.00	0.053550	-	-	475.76	2003
(858,589.00)	2,036,011.00	1,776,248.00	1.720000	-	-	(858,589.00)	2,036,011.00	1,776,248.00	0.053525	-	-	12,284.28	2004
(1,370,476.00)	12,026,224.00	11,766,461.00	1.720000	-	-	(1,013,291.00)	12,383,409.00	12,123,646.00	0.053525	-	-	69,710.38	2005
(2,026,352.00)	17,465,948.00	17,206,185.00	1.720000	-	-	(1,494,840.00)	17,997,460.00	17,737,697.00	0.053525	-	-	99,110.82	2006
(3,467,039.88)	25,806,752.12	25,546,989.12	1.690000	-	881,016.46	(2,661,661.69)	26,612,130.31	26,352,367.31	0.068525	-	49,939.14	1,357,375.15	2007
(7,611,949.85)	40,165,516.15	39,905,753.15	1.360000	-	535,073.56	(6,281,530.05)	41,495,935.95	41,236,172.95	0.067275	-	27,598.35	979,308.52	2008
(8,958,580.35)	49,462,439.65	49,202,676.65	1.365600	-	669,493.80	(6,814,312.64)	51,606,707.36	51,346,944.36	0.067928	-	18,288.43	1,108,757.34	2009
(9,211,915.90)	49,745,819.10	49,486,056.10	1.368900	-	671,719.65	(6,639,444.83)	52,318,290.17	52,058,527.17	0.067928	-	35,041.64	1,318,562.25	2010
(8,462,332.36)	50,875,327.64	50,615,564.64	1.368900	-	690,796.81	(5,792,265.89)	53,545,394.11	53,285,631.11	0.070812	-	37,612.49	1,266,384.96	2011
(8,567,833.25)	53,339,121.75	53,079,358.75	1.368900	-	721,170.41	(5,596,608.82)	56,310,346.18	56,050,583.18	0.070812	-	39,263.14	1,326,713.53	2012
(4,750,257.00)	60,399,243.00	60,139,480.00	1.368900	-	809,827.71	(1,890,114.00)	63,259,386.00	62,999,623.00	0.074575	-	26,528.72	1,470,033.39	2013
(5,279,290.51)	67,138,960.67	66,879,197.67	1.368900	892,622.00	-	(2,100,129.28)	70,318,121.90	70,058,358.90	0.074575	50,940.00	-	1,638,378.00	2014
(7,203,359.86)	91,608,160.82	91,348,397.82	1.368900	1,219,207.00	-	-	-	-	-	-	-	2,168,197.00	2015
(9,274,427.02)	117,946,794.08	117,687,031.08	1.368900	1,570,742.00	-	-	-	-	-	-	-	2,793,326.00	2016
(11,599,918.82)	147,521,052.63	147,261,289.63	1.368900	1,965,463.00	-	-	-	-	-	-	-	3,495,251.00	2017
(13,197,886.82)	167,843,084.63	167,583,321.63	1.368900	2,236,697.00	-	-	-	-	-	-	-	3,977,580.00	2018
(16,713,124.82)	212,547,846.63	212,288,083.63	1.368900	2,833,361.00	-	-	-	-	-	-	-	5,038,617.00	2019
(18,388,366.82)	233,852,604.63	233,592,841.63	1.368900	3,117,711.00	-	-	-	-	-	-	-	5,544,271.00	2020
(20,533,084.82)	261,127,886.63	260,868,123.63	1.368900	3,481,748.00	-	-	-	-	-	-	-	6,191,632.00	2021
(22,285,600.82)	283,415,370.63	283,155,607.63	1.368900	3,779,214.00	-	-	-	-	-	-	-	6,720,609.00	2022
(24,275,041.82)	308,715,929.63	308,456,166.63	1.368900	4,116,895.00	-	-	-	-	-	-	-	7,321,102.00	2023
(26,291,455.82)	334,359,515.63	334,099,752.63	1.368900	4,459,154.00	-	-	-	-	-	-	-	7,929,734.00	2024
(28,234,969.82)	359,076,001.63	358,816,238.63	1.368900	3,001,949.60	-	-	-	-	-	-	-	6,729,272.60	2025
-	-	-	-	-	-	-	-	-	-	-	-	2,045,265.00	2026
-	-	-	-	-	-	-	-	-	-	-	-	2,045,265.00	2027
				32,674,763.60	4,979,098.40					50,940.00	234,271.91	72,647,215.98	
Participation Level					100%	Participation Level					50%		
Tax Rate Growth Factor					0.00%	Tax Rate Growth Factor					0.00%		
Tax Rate Collection Factor					97.50%	Tax Rate Collection Factor					97.50%		

Mission del Lago
Tax Increment Reinvestment Zone Six
Reimbursements

Tax Year	TIF Revenue Actual	TIF Revenue Projected	Cumulative TIF Revenue	TIF Fund Interest Rate	Interest Earned in TIF Fund Actual	Interest Earned in TIF Fund Projected	Tax Notes[1] Actual	Tax Notes[1] Projected	Construction Fund Transfer[2] Actual	Construction Fund Transfer[2] Projected	Administrative Expenses[3] Actual	Administrative Expenses[3] Projected	Reimbursement to Southside ISD[4] Actual	Reimbursement to Southside ISD[4] Projected
1999	-	-	-	6.1661%	-	-	-	-	-	-	-	-	-	-
2000	-	-	-	5.6776%	-	-	-	-	-	-	-	-	-	-
2001	-	-	-	2.5725%	-	-	-	-	-	-	-	-	-	-
2002	475.76	-	475.76	1.2975%	0.13	-	-	-	-	-	-	-	-	-
2003	12,284.28	-	12,760.04	1.0900%	70.03	-	-	-	-	-	-	-	-	-
2004	69,710.38	-	82,470.42	2.8215%	1,257.08	-	-	-	-	-	-	-	-	-
2005	99,110.82	-	181,581.24	4.6610%	5,804.33	-	-	-	-	-	101,725.54	-	-	-
2006	1,357,375.15	-	1,538,956.39	5.1832%	5,962.64	-	-	-	-	-	143,657.98	-	298,539.91	-
2007	979,308.52	-	2,518,264.91	3.3481%	3,789.29	-	-	-	-	-	31,000.00	-	179,943.15	-
2008	1,108,757.34	-	3,627,022.25	1.4135%	2,048.50	-	-	-	-	-	15,000.00	-	241,655.42	-
2009	1,318,562.25	-	4,945,584.50	0.3922%	606.40	-	-	-	-	-	2,000.00	-	235,101.88	-
2010	1,266,384.96	-	6,211,969.46	0.2696%	537.50	-	-	-	-	-	34,000.00	-	230,334.45	-
2011	1,326,713.53	-	7,538,682.99	0.2086%	1,371.52	-	-	-	-	-	15,000.00	-	259,297.56	-
2012	1,470,033.39	-	9,008,716.38	0.1995%	9,067.20	-	-	-	-	-	81,533.67	-	-	-
2013	-	1,638,378.00	10,647,094.38	0.2500%	1,896.26	4,710.55	-	11,225.69	-	339,506.52	3,258.19	21,208.14	297,812.07	312,417.70
2014	-	2,168,197.00	12,815,291.38	0.8750%	-	-	-	205,937.50	-	-	-	17,000.00	-	426,722.45
2015	-	2,793,326.00	15,608,617.38	2.4375%	-	-	-	206,500.00	-	-	-	17,000.00	-	549,759.70
2016	-	3,495,251.00	19,103,868.38	3.4375%	-	-	-	206,937.50	-	-	-	17,000.00	-	687,912.05
2017	-	3,977,580.00	23,081,448.38	3.5000%	-	-	-	207,250.00	-	-	-	17,000.00	-	782,843.95
2018	-	5,038,617.00	28,120,065.38	3.5000%	-	-	-	207,437.50	-	-	-	17,000.00	-	991,676.35
2019	-	5,544,271.00	33,664,336.38	3.5000%	-	-	-	207,500.00	-	-	-	17,000.00	-	1,091,198.85
2020	-	6,191,632.00	39,855,968.38	3.5000%	-	-	-	202,500.00	-	-	-	17,000.00	-	1,218,611.80
2021	-	6,720,609.00	46,576,577.38	3.5000%	-	-	-	-	-	-	-	17,000.00	-	1,322,724.90
2022	-	7,321,102.00	53,897,679.38	3.5000%	-	-	-	-	-	-	-	17,000.00	-	1,440,913.25
2023	-	7,929,734.00	61,827,413.38	3.5000%	-	-	-	-	-	-	-	17,000.00	-	1,560,703.90
2024	-	6,729,272.60	68,556,685.98	3.5000%	-	-	-	-	-	-	-	17,000.00	-	1,050,682.36
2025	-	2,045,265.00	70,601,950.98	3.5000%	-	-	-	-	-	-	-	15,000.00	-	-
2026	-	2,045,265.00	72,647,215.98	3.5000%	-	-	-	-	-	-	-	15,000.00	-	-
	$ 9,008,716.38	$ 63,638,499.60			$ 32,410.88	$ 4,710.55	$ -	$ 1,455,288.19	$ -	$ 339,506.52	$ 427,175.38	$ 238,208.14	$ 1,742,684.44	$ 11,436,167.26

[1] Preliminary tax note debt service for 2014 issuance; subject to change. Reimbursement for the Unit 8 Street Repairs (estimated at $1,565,000) are contingent on the pending issuance by the City of a tax note in an amount not to exceed $1,700,000.00, plus interest, per the Developer Participation Contract.

[2] Construction Fund transfer of City's April/May 2013 tax increment applied according to the Settlement and Release Agreement between Mission del Lago, Ltd. and City.

[3] Administrative fees include: startup fees for all taxing entities, $2,000 annually for Bexar County (ending FY 2025), $5,000 annually for Alamo Colleges (ending FY 2014) and $15,000 annually for the City (ending FY 2027).

[4] Southside ISD to receive 35% reimbursement of their tax increment contributions, with potential increase to 50% after all other plan expenses are paid, per the Interlocal Agreement.

[5] On September 20, 2013, the City entered into a 380 Agreement with 210 Developers, L.L.C. for the Villa Espada Apartments in an amount not to exceed $1,087,476.70 per Article IV B. Per Article IV C of the Agreement, the City is waiving $56,970 in City fees and $552,000 in SAWS impact fees.

Mission del Lago
Tax Increment Reinvestment Zone Six
Reimbursements

Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Fiscal Year	Fiscal Year	
Villa Espada Apartments		Developer Project Reimbursements		Developer Project Reimbursements		Developer Interest Payments		Developer Interest Payments		Cash Flow	Fund	Fiscal
Payments[5]		Per CPPR		Per Remaining S&U Construction		Per CPPR		Per Remaining S&U Construction		Balance	Balance	Year
-	-	-	-	-	-	-	-	-	-	-	-	2000
-	-	-	-	-	-	-	-	-	-	-	-	2001
-	-	-	-	-	-	-	-	-	-	-	-	2002
-	-	-	-	-	-	-	-	-	-	475.89	475.89	2003
-	-	-	-	-	-	-	-	-	-	12,354.31	12,830.20	2004
-	-	-	-	-	-	-	-	-	-	70,967.46	83,797.66	2005
-	-	-	-	-	-	-	-	-	-	3,189.61	86,987.27	2006
-	-	811,132.73	-	-	-	-	-	-	-	110,007.17	196,994.44	2007
-	-	744,515.90	-	-	-	-	-	-	-	27,638.76	224,633.20	2008
-	-	1,066,386.08	-	-	-	-	-	-	-	(212,235.66)	12,397.54	2009
-	-	1,068,564.95	-	-	-	-	-	-	-	13,501.82	25,899.36	2010
-	-	967,547.37	-	-	-	-	-	-	-	35,040.64	60,940.00	2011
-	-	-	-	-	-	-	-	-	-	1,053,787.49	1,114,727.49	2012
-	-	-	-	-	-	-	-	-	-	1,397,566.92	2,512,294.41	2013
-	43.85	-	3,171,807.06	-	-	-	-	-	-	(2,512,294.41)	-	2014
-	28,544.83	-	1,489,992.22	-	-	-	-	-	-	-	-	2015
-	73,006.37	-	1,947,059.93	-	-	-	-	-	-	-	-	2016
-	110,057.66	-	2,468,194.02	-	5,149.77	-	-	-	-	-	-	2017
-	110,057.66	-	-	-	2,860,428.39	-	-	-	-	-	-	2018
-	110,057.66	-	-	-	3,712,445.49	-	-	-	-	-	-	2019
-	110,057.66	-	-	-	4,118,514.49	-	-	-	-	-	-	2020
-	110,057.66	-	-	-	4,643,462.54	-	-	-	-	-	-	2021
-	110,057.66	-	-	-	5,270,826.44	-	-	-	-	-	-	2022
-	110,057.66	-	-	-	5,753,131.09	-	-	-	-	-	-	2023
-	110,057.66	-	-	-	6,241,972.44	-	-	-	-	-	-	2024
-	105,420.37	-	-	-	5,556,169.87	-	-	-	-	-	-	2025
-	-	-	-	-	2,030,265.00	-	-	-	-	-	-	2026
-	-	-	-	-	2,030,265.00	-	-	-	-	-	-	2027
$ -	$ 1,087,476.70	$ 4,658,147.03	$ 9,077,053.23	$ -	$ 42,222,630.52	$ -	$ -	$ -	$ -	$ (0.00)		

Mission del Lago
Tax Increment Reinvestment Zone Six
Participation

Taxing Entity	Tax Rate Contribution	Level of Participation	Tax Rate Based on Participation	% of Combined Project	TIF Revenues [2]	TIF Expenses [3,4]
City of San Antonio	$ 0.56569	100%	$ 0.56569	28.78%	$ 20,906,029.51	$ 21,212,813.00
Bexar County [1]	0.25092	100%	0.25092	10.37%	7,531,375.16	10,539,188.00
University Health System	0.27624	75%	0.20718	8.63%	6,270,737.40	6,706,771.00
Southside ISD	1.36890	100%	1.36890	51.83%	37,653,862.00	37,653,862.00
Alamo Colleges	0.14915	50%	0.07458	0.39%	285,211.91	365,066.00
Total	$ 2.61090		$ 2.46726	100.00%	$ 72,647,215.98	$ 76,477,700.00

[1] Bexar County participation level is 100% of Operation and Maintenance portion of tax rate.

[2] TIF Revenues are the projected revenue amount collected by each taxing entity through the term of the zone; reimbursement to Southside ISD is not netted out of this figure.

[3] TIF Expenses are allocated based on Amended Final Finance Plan dated June 29, 2006.

[4] Total reimbursement for public improvements may not exceed $60,228,267 for reimbursements and $15,684,049 for interest per section 7.3 in the Development Agreement.

Mission del Lago
Tax Increment Reinvestment Zone Six
Collections

Taxing Entity	Maximum Length of Contribution	Maximum Dollar Contribution	TIF Revenues Collected	Remaining / (Refund)
City of San Antonio [1,2]	September 30, 2027	$ 21,212,813.00	$ 2,097,572.51	$ 19,115,240.49
Bexar County [2]	September 30, 2025	10,539,188.00	955,273.16	9,583,914.84
University Health System [2]	September 30, 2025	6,706,771.00	742,500.40	5,964,270.60
Southside ISD [2,3]	September 30, 2025	37,653,862.00	4,979,098.40	32,674,763.60
Alamo Colleges [2]	September 30, 2014	365,066.00	234,271.91	130,794.09
Total		$ 76,477,700.00	$ 9,008,716.38	$ 67,468,983.62

[1] In accordance with the Settlement and Release Agreement between Mission Del Lago, Ltd. and the City of San Antonio, the City's participation is extended by 2 years.

[2] Maximum Dollar Contribution based on Amended Final Finance Plan dated June 29, 2006.

[3] Southside ISD to receive 35% reimbursement of their tax increment contributions, with potential increase to 50% after all other plan expenses are paid, per the Interlocal Agreement.

Mission del Lago
Tax Increment Reinvestment Zone Six
New Values

Tax Year	Actuals									
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
2003	$ 63,900.00									
2004		$ 5,101,900.00								
2005			$ 3,592,130.00							
2006				$ 7,725,746.00						
2007					$ 9,625,446.00					
2008						$ 8,679,265.00				
2009							$ 3,542,390.00			
2010								$ 1,637,590.00		
2011									$ 4,078,850.00	
2012										$ 7,280,510.00
2013										
2014										
2015										
2016										
2017										
2018										
2019										
2020										
2021										
2022										
2023										
2024										
	$ 63,900.00	$ 5,101,900.00	$ 3,592,130.00	$ 7,725,746.00	$ 9,625,446.00	$ 8,679,265.00	$ 3,542,390.00	$ 1,637,590.00	$ 4,078,850.00	$ 7,280,510.00

Mission del Lago
Tax Increment Reinvestment Zone Six
New Values

Tax Year	Projected 2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total	Fiscal Year
2003													$ 63,900.00	2004
2004													$ 5,101,900.00	2005
2005													$ 3,592,130.00	2006
2006													$ 7,725,746.00	2007
2007													$ 9,625,446.00	2008
2008													$ 8,679,265.00	2009
2009													$ 3,542,390.00	2010
2010													$ 1,637,590.00	2011
2011													$ 4,078,850.00	2012
2012													$ 7,280,510.00	2013
2013	$ 7,261,000.00												$ 7,261,000.00	2014
2014		$ 21,355,000.00											$ 21,355,000.00	2015
2015			$ 20,550,000.00										$ 20,550,000.00	2016
2016				$ 25,350,000									$ 25,350,000.00	2017
2017					$ 21,920,000.00								$ 21,920,000.00	2018
2018						$ 48,220,000.00							$ 48,220,000.00	2019
2019							$ 22,980,000.00						$ 22,980,000.00	2020
2020								$ 29,420,000.00					$ 29,420,000.00	2021
2021									$ 24,040,000.00				$ 24,040,000.00	2022
2022										$ 27,290,000.00			$ 27,290,000.00	2023
2023											$ 27,660,000.00		$ 27,660,000.00	2024
2024												$ 26,660,000.00	$ 26,660,000.00	2025
	$ 7,261,000.00	$ 21,355,000.00	$ 20,550,000.00	$ 25,350,000.00	$ 21,920,000.00	$ 48,220,000.00	$ 22,980,000.00	$ 29,420,000.00	$ 24,040,000.00	$ 27,290,000.00	$ 27,660,000.00	$ 26,660,000.00	$ 354,033,727.00	

Mission del Lago
Tax Increment Reinvestment Zone Six
New Values - Villa Espada Apartments

Tax Year	Projected 2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total	Fiscal Year
2003													$ -	2004
2004													$ -	2005
2005													$ -	2006
2006													$ -	2007
2007													$ -	2008
2008													$ -	2009
2009													$ -	2010
2010													$ -	2011
2011													$ -	2012
2012													$ -	2013
2013	$ 7,751.18												$ 7,751.18	2014
2014		$ 5,038,269.50											$ 5,038,269.50	2015
2015			$ 7,859,700.42										$ 7,859,700.42	2016
2016				$ 6,549,750									$ 6,549,750.35	2017
2017					$ -								$ -	2018
2018						$ -							$ -	2019
2019							$ -						$ -	2020
2020								$ -					$ -	2021
2021									$ -				$ -	2022
2022										$ -			$ -	2023
2023											$ -		$ -	2024
2024												$ -	$ -	2025
	$ 7,751.18	$ 5,038,269.50	$ 7,859,700.42	$ 6,549,750.35	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,455,471.45	

Mission del Lago
Tax Increment Reinvestment Zone Six
Construction

Tax	Actuals						Projected				
Year	2003 - 2005	2006	2007	2008 - 2010	2011	2012	2013	2014	2015	2016	2017
2003 - 2005	$ 1,665,718.98										
2006		$ 2,145,833.21									
2007			$ 3,017,535.76								
2008 - 2010				$ 6,906,112.31							
2011					$ 274,493.89						
2012						$ 251,384.29					
2013							$ 1,548,488.11				
2014								$ 3,659,015.52			
2015									$ 3,938,077.63		
2016										$ 4,039,243.17	
2017											$ 6,194,763.70
2018											
2019											
2020											
2021											
2022											
2023											
2024											
	$ 1,665,718.98	$ 2,145,833.21	$ 3,017,535.76	$ 6,906,112.31	$ 274,493.89	$ 251,384.29	$ 1,548,488.11	$ 3,659,015.52	$ 3,938,077.63	$ 4,039,243.17	$ 6,194,763.70

Mission del Lago
Tax Increment Reinvestment Zone Six
Construction

Tax Year	Projected 2018	2019	2020	2021	2022	2023	2024	Total	Cumulative Value	Fiscal Year
2003 - 2005								$ 1,665,718.98	1,665,718.98	2004-2006
2006								$ 2,145,833.21	3,811,552.19	2007
2007								$ 3,017,535.76	6,829,087.95	2008
2008 - 2010								$ 6,906,112.31	13,735,200.26	2009-2011
2011								$ 274,493.89	14,009,694.15	2012
2012								$ 251,384.29	14,261,078.44	2013
2013								$ 1,548,488.11	15,809,566.55	2014
2014								$ 3,659,015.52	19,468,582.07	2015
2015								$ 3,938,077.63	23,406,659.70	2016
2016								$ 4,039,243.17	27,445,902.87	2017
2017								$ 6,194,763.70	33,640,666.57	2018
2018	$ 4,602,259.02							$ 4,602,259.02	38,242,925.59	2019
2019		$ 4,700,974.27						$ 4,700,974.27	42,943,899.86	2020
2020			$ 4,829,689.52					$ 4,829,689.52	47,773,589.38	2021
2021				$ 5,194,550.58				$ 5,194,550.58	52,968,139.96	2022
2022					$ 5,299,435.57			$ 5,299,435.57	58,267,575.53	2023
2023						$ 5,712,805.76		$ 5,712,805.76	63,980,381.29	2024
2024							$ 5,877,889.42	$ 5,877,889.42	69,858,270.71	2025
	$ 4,602,259.02	$ 4,700,974.27	$ 4,829,689.52	$ 5,194,550.58	$ 5,299,435.57	$ 5,712,805.76	$ 5,877,889.42	$ 69,858,270.71		

$1,325,000
CITY OF SAN ANTONIO, TEXAS
Tax Notes, Series 2014 *

Principal and Interest Requirements

Date	Principal	Interest Rate	Yield	Interest	Semiannual Debt Service	Fiscal Year Debt Service
2/1/2012						
8/1/2012						
2/1/2013						
8/1/2013						
2/1/2014						
8/1/2014				11,225.69	11,225.69	11,225.69
2/1/2015	175,000	2.500%	2.500%	16,562.50	191,562.50	
8/1/2015				14,375.00	14,375.00	205,937.50
2/1/2016	180,000	2.500%	2.500%	14,375.00	194,375.00	
8/1/2016				12,125.00	12,125.00	206,500.00
2/1/2017	185,000	2.500%	2.500%	12,125.00	197,125.00	
8/1/2017				9,812.50	9,812.50	206,937.50
2/1/2018	190,000	2.500%	2.500%	9,812.50	199,812.50	
8/1/2018				7,437.50	7,437.50	207,250.00
2/1/2019	195,000	2.500%	2.500%	7,437.50	202,437.50	
8/1/2019				5,000.00	5,000.00	207,437.50
2/1/2020	200,000	2.500%	2.500%	5,000.00	205,000.00	
8/1/2020				2,500.00	2,500.00	207,500.00
2/1/2021	200,000	2.500%	2.500%	2,500.00	202,500.00	
8/1/2021						202,500.00
2/1/2022						
8/1/2022						
2/1/2023						
8/1/2023						
2/1/2024						
8/1/2024						
2/1/2025						
8/1/2025						
2/1/2026						
8/1/2026						
2/1/2027						
8/1/2027						
2/1/2028						
8/1/2028						
	1,325,000			130,288.19	1,455,288.19	1,455,288.19

Sale Date	3/1/2014
Dated Date	3/15/2014
Delivery Date	3/29/2014

* Preliminary tax note debt service for 2014 issuance; subject to change. Reimbursement for the Unit 8 Street Repairs (estimated at $1,565,000) are contingent on the pending issuance by the City of a tax note in an amount not to exceed $1,700,000.00, plus interest, per the Developer Participation Contract.