

AMENDMENT NO. 1 TO DOWNTOWN DEVELOPMENT REIMBURSEMENT AGREEMENT - STONEWATER

Whereas, on April 12, 2016, the Corpus Christi Tax Increment Reinvestment Zone No. 3 (the "TIRZ #3") authorized a Downtown Development Reimbursement Agreement between the City of Corpus Christi, as an agent of the TIRZ #3 and Stonewater Properties 723 Broadway LLC and Stonewater Properties Carancahua Inc. (jointly, the "Developer"), regarding the Development at 817 N. Carancahua ("Studio 21 Apartments") and at 723 Upper Broadway ("Broadway Lofts") as well as the parking lot at 624 Buffalo and the parking lot located in the 800 BLK of N. Carancahua (together, the "Parking Facilities") (the "Agreement"); and

Whereas, the Developer has requested an amendment extending the deadline for completion of each phase of the Development, more specifically: December 31, 2018 for completion of Phase I, December 31, 2019 for completion of Phase II and December 31, 2018 for completion of Phase III; and

Whereas, since the original Agreement was signed by the parties, the TIRZ #3 Board has implemented other changes to Developer Reimbursement Agreement for the TIRZ #3 zone related to property maintenance, conditions for reimbursement and termination which the parties now desire to include in their Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Paragraph (a) of Section 2 of the Agreement is hereby amended to read in its entirety as follows:

"(a) The Developer constructs all of the Improvements by the completion dates below, in accordance with Exhibit A and the City's building codes and policies:

- (1) For Studio 21 Apartments on or before December 31, 2018 (the "**Phase I Completion Date**")
- (2) For Broadway Lofts on or before December 31, 2019 (the "**Phase II Completion Date**")
- (3) For Parking Lot Improvements on or before December 1, 2018 (the "**Phase III Completion Date**")."

2) A new Paragraph (b) is hereby added to Section 2 of the Agreement, to read in its entirety as follows:

"(b) Developer obtains all required building permits from the City and commences construction of the Improvements within six (6) months of the date this Agreement is signed by the City, or any Amendment thereof. Any

extensions of this deadline must be requested by Developer in writing and approved by the TIRZ #3 Board.”

3) A new Paragraph (c) is hereby added to Section 2 of the Agreement, to read in its entirety as follows:

“(c) The completed Improvements must include all elements (including, but not limited to: design, structural, architectural, lighting, landscaping, etc.) which are shown or referenced in the Development Plan attached hereto as Exhibit A. Any amendments to the Development Plan must be submitted in writing and be approved by all parties to this Agreement.”

4) All remaining paragraphs in Section 2 of the Agreement shall be renumbered accordingly.

5) Section 4 of the Agreement is hereby amended to read in its entirety as follows:

“Section 4. Maintenance of Property and Improvements.

(a) Developer shall maintain the property for the entirety of the Agreement in accordance with the City’s Property Maintenance requirements. **Three (3) citations** to Developer from the Code Enforcement Division of the City for property maintenance issues will initiate the termination provision of this Agreement (Section 6).

(b) If the Developer constructs the Improvements, the Developer shall maintain the Improvements, premises, and adjacent public right of way in good condition so as to not contribute to blight in the Zone. The Developer’s obligation to maintain the improvements and public right of way adjacent to the Property, includes without limitation: maintaining the landscaping, sidewalks, aesthetics, and general cleanliness of the premises.”

6) Section 5 of the Agreement is hereby amended to read in its entirety as follows:

“Section 5. Termination.

(a) Unless terminated sooner in accordance with this Section, this Agreement shall survive the expiration of TIRZ #3. If the Developer has not fully complied with Section 2, Conditions for Reimbursement by December 31, 2019, this Agreement shall terminate immediately, unless an extension or amendment of the Agreement is mutually agreed to in writing in accordance with Section 16.

(b) **Three or more citations** from the City's Code Enforcement Division for property maintenance violations will initiate a review process by the TIRZ #3 Board, at which time the Board may elect to terminate the Agreement."

7) All other terms and conditions of the previously executed Agreement between the parties which are not inconsistent herewith shall continue in full force and effect. This Amendment becomes effective upon execution by the TIRZ #3 Board.

8) This amendment is subject to ratification by the Board of the TIRZ #3. The amendment shall be brought to the Board at its next scheduled regular meeting. If a motion to ratify the amendment fails, this amendment shall no longer be effective.

EXECUTED IN DUPLICATE ORIGINALS this ____ day of _____, 20__, by the authorized representative of the parties.

**City of Corpus Christi
on Behalf of the TIRZ #3**

**Developer
Stonewater Properties 723 Broadway LLC**

Margie C. Rose
City Manager
Date: _____

President
Date: _____

**Developer
Stonewater Properties Carancahua Inc.**

Attest:

Rebecca Huerta
City Secretary

President
Date: _____

Approved as to Legal Form on ____ of _____, 20____.

Assistant City Attorney