

**AMENDMENT NO. 1 TO TIRZ #5 DEVELOPMENT REIMBURSEMENT AGREEMENT –
Bohemian Colony**

This Amendment No. 1 (“Amendment”) amends the agreement between the City of Corpus Christi, as an agent of the Tax Increment Reinvestment Zone No. 5 (“TIRZ #5”), and South Padre Investment, Inc. (the “Developer”), regarding the improvements to be made within the TIRZ #5 boundary which was executed on October 30, 2020 (the “Agreement”).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) Section 2 of the Agreement is hereby amended to delete the ~~struck through~~ text and add the underlined text as follows:

“Section 2. Developer Obligations.

- (a) Developer agrees that the completed Improvements shall substantially conform to the Conceptual Development Plan attached hereto as **Exhibit A**. Any amendments to the Conceptual Development Plan must be submitted in writing to the City Manager, who may reasonably object to changes that adjust the character of the Development.
- (b) **Commencement and Completion of Initial Phases.** Developer shall obtain all permits from the City and begin construction of the first Phase or Subphase of townhome development (“First Townhome Phase”) on or before ~~April 30, 2022~~ April 30, 2024. Developer shall substantially complete the First Townhome Phase, as evidenced by receipt of a Certificate of Occupancy (“C of O”) for a building or buildings including not less than 71 units within the First Townhome Phase, on or before ~~April 30, 2023~~ April 30, 2025. Developer shall obtain all permits from the City and begin construction of the first Phase or Subphase of commercial development (“First Commercial Phase”) on or before ~~December 31, 2025~~ December 31, 2027. Developer shall receive a C of O for a building or buildings including not less than 50,000 square feet of gross floor area within the First Commercial Phase, on or before ~~December 31, 2026~~ December 31, 2028. If Developer fails to meet any of the foregoing conditions, City may suspend payment of reimbursements for Eligible Infrastructure and accrual of interest until such time as said condition is met, but such failure shall not be an event of default under Section ~~12~~ 11 of this Agreement.
- (c) **Development Progress.** The following Improvements shall be completed, as evidenced by receipt of a C of O, on or before ~~December 31, 2034~~ December 31, 2036: a) 500 townhome units; b) 600 multi-family units; and c) 300,000 square feet of gross floor area of commercial development. If the Improvements noted in this paragraph are not completed on or before ~~December 31, 2034~~ December 31, 2036, City may suspend payment of reimbursements for Eligible Infrastructure and accrual of interest until such time as these Improvements are complete. Failure to complete the aforementioned Improvements on or before ~~December 31, 2034~~ December 31, 2036 shall not be an event of default under Section ~~12~~ 11 of this Agreement.
- (d) Following the completion of any Improvements or portion of any Improvements for which the Developer is eligible for reimbursement, the Developer shall submit a Request for Reimbursement to the Contract Administrator for actual Project Costs, including:

- (i.) C of O or recorded plat;
 - (ii.) specific improvements completed under the Project and the amount of money that Developer paid for completion of such work and that Developer claims as actual Project Costs;
 - (iii.) supporting documents demonstrating that such amounts were actually paid by Developer, including but not limited to invoices, receipts and final lien waivers signed by the general contractor;
- (e) Developer agrees that appropriate City Staff shall inspect the Improvements and certify that the Improvements are complete, acceptable, and comport to the terms of this Agreement prior to the submission of its Request for Reimbursement.
- (f) Developer shall submit a Request for Reimbursement form to be reviewed and approved by the appropriate City staff, such approval not to be unreasonably withheld, conditioned or delayed.
- (g) If the Developer fails to pay the required taxes on a lot or lots within the Property or files an appeal to the Nueces County Appraisal District or any state or federal court of the assessed value of a lot or lots within Property for ad valorem tax purposes, the City and TIRZ #5 shall be under no obligation to make any payments from revenues generated by that lot or lots under this Agreement until such time as the appeal is resolved and all taxes are paid in full. Any late fees, fines, or interest assessed as a result of the failure to pay taxes or the appeal process shall not be reimbursed to the Developer under this Agreement.”

2) 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.

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

**City of Corpus Christi
on Behalf of the TIRZ #5**

**Developer
South Padre Investment, Inc.**

Constance Sanchez
Chief Financial Officer
Date: _____

Roberto Santos Williams
Vice-President
Date: _____

Attest:

Approved as to Legal Form:

Rebecca Huerta
City Secretary

Aimee Alcorn-Reed, Assistant City Attorney
Attorney for TIRZ #5