

ALLORA ALAMO HEIGHTS MULTI-FAMILY TRAFFIC IMPACT ANALYSIS MITIGATION CONTRIBUTION AGREEMENT

This Allora Alamo Heights Multi-Family Traffic Impact Analysis Mitigation Contribution Agreement (“Agreement”) is made and entered into as of the Effective Date by and between the City of San Antonio, a municipal corporation (“City”) pursuant to Ordinance No. _____ approved on _____, 2024, and CRP/Maple Alamo Heights Owner L.P., a Texas for-profit corporation, (hereinafter referred to as “CRP/Maple Alamo Heights” or “Donor”). The City and CRP/Maple Alamo Heights Owner L.P. are each referred to herein as a “Party” and collectively as “Parties”.

RECITALS

WHEREAS, CRP/Maple Alamo Heights has constructed a multifamily residential development located at 9206 Jones Maltsberger Rd. within San Antonio’s city limits, known as Allora Alamo Heights (“Development”); and

WHEREAS, City requested CRP/Maple Alamo Heights conduct a Traffic Impact Analysis (TIA) in accordance with City’s Uniform Development Code (UDC) to determine what mitigation measures are necessary for the adjoining streets and roads to the Development; and

WHEREAS, based on the TIA conducted for the Development, City recommended the following traffic mitigation measures: 1) installation of a raised median from 75’ north of Coronet Street to south of Marquis Lane; and 2) installation of seal coat and traffic striping on Jones Maltsberger Road north of Trafalgar; and

WHEREAS, City is currently constructing traffic control improvements on Jones Maltsberger Road nearby at Colwyn Pass and Trafalgar Road (“City Project”). The City Project is not scheduled to completed until after the Development is complete and ready to receive tenants; and

WHEREAS, the TIA mitigation is normally a pre-requisite for approval of the Development’s Certificate of Occupancy. If CRP/Maple Alamo Heights were to complete all the recommended TIA mitigation improvements in order to obtain a Certificate of Occupancy, the City’s project would partially demolish and replicate the Work during the completion of City’s Project in 2024; and

WHEREAS, City and CRP/Maple Alamo Heights agreed that City should construct the TIA recommended improvements north of Colwyn Pass as part of City’s project in order to avoid duplication of the work. CRP/Maple Alamo Heights has completed its mitigation improvements outlined in the attached letter dated May 12, 2023 (“TIA Agreement Letter”) attached as Exhibit A and will provide funding to the city equal to \$88,023.00 for the City Project which will include

a traffic signal at Colwyn Pass and a Flying T at Trafalgar Road, per the TIA Agreement Letter; and

WHEREAS, in the TIA Agreement Letter, the City agreed that none of the improvements associated with the City Project will have an impact on CRP/Maple Alamo Heights' ability to obtain a Certificate of Occupancy; and

WHEREAS, City has agreed to utilize the Project Funding to complete the TIA recommended traffic mitigation improvements outlined in the TIA Agreement Letter as part of its currently planned traffic control projects on Jones Maltsberger Road; and

WHEREAS, the Parties intend this Agreement to set forth each Party's responsibilities and obligations with respect to the Project Funding and TIA traffic mitigation improvements;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed between the Parties as follows:

I. PURPOSE

1.1 This Agreement contributes funds for construction and installation of traffic mitigation improvements on Jones Maltsberger Road, as outlined in the TIA Agreement Letter attached as Exhibit A. The traffic mitigation improvements include installation of a traffic signal at Colwyn Pass and a Flying T at Trafalgar.

1.2 Project Funding in the amount of \$88,023 will be provided by CRP/Maple Alamo Heights and made available to City for construction of the improvements as part of the City's planned traffic control improvements project on Jones Maltsberger Rd. ("City Project").

II. TERM

2.1 Unless sooner terminated in accordance with provisions in this Agreement, the term of this Agreement shall commence upon City Council approval and execution of the Agreement by all Parties, and continue until City Project completion at which time this Agreement shall terminate.

2.2 City Project completion shall occur when the construction of the City Project is accepted by City and retainage is released to City's contractor.

III. OBLIGATION OF CRP/MAPLE ALAMO HEIGHTS OWNER L.P.

3.1 CRP/Maple Alamo Heights Owner L.P.'s Project will contribute \$88,023.00 to City for the construction of traffic mitigation improvements.

3.2 CRP/Maple Alamo Heights Owner L.P.'s contributions to the City shall be used by City solely in connection with City Project. CRP/Maple Alamo Heights Owner L.P. shall be responsible for only the costs in the budget depicted in Exhibit A in the amount of \$88,023.00. CRP/Maple Alamo Heights will not be responsible for any funding in excess of the amount defined in the TIA Agreement Letter.

IV. OBLIGATION OF THE CITY

4.1 City will include in City Project's Scope of Work, a traffic signal at Colwyn Pass and a Flying T at Trafalgar Road, as described in Exhibit A. Upon receipt of the entirety of contribution funds from CRP/Maple Alamo Heights Owner L.P., City will include the traffic mediation improvements in the scope of City's Project task order and CRP/Maple Alamo Heights will have no further obligations associated with this agreement.

4.2 City will contribute the funding for the City Project, subject to City Council approval, as provided in the TIA Agreement Letter. The City Funding shall constitute City's total contribution to the Project. No City funding will be directed to CRP/Maple Alamo Heights Owner L.P. Contingency and any savings that are not expended on the Project shall be retained by the City.

4.3 City will undertake construction of the City Project through its contractor and will take reasonable measure to work with the Project Engineer to ensure the Project is delivered pursuant to the Project Scope and Project Budget described in Exhibit A.

4.4 Upon request by CRP/Maple Alamo Heights Owner L.P. or its representative, the City will provide updates on the progress of the Project.

V. INDEMNIFICATION

5.1 CRP/Maple Alamo Heights Owner L.P. covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and 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 or bodily injury, death and property damage, made upon the City directly or indirectly arising out of resulting from or related to CRP/Maple Alamo Heights Owner L.P.'s activities under this Agreement, including any acts or omissions of CRP/Maple Alamo Heights Owner L.P., any agent, officer, director, representative, employee, consultant or subcontractor of CRP/Maple Alamo Heights Owner L.P., and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CRP/MAPLE

ALAMO HEIGHTS OWNER L.P. AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

5.2 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. CRP/Maple Alamo Heights Owner L.P. shall advise the City in writing within 3 business days of any claim or demand against the City or CRP/Maple Alamo Heights Owner L.P. known to CRP/Maple Alamo Heights Owner L.P. related to or arising out of CRP/Maple Alamo Heights Owner L.P.'s activities under this Agreement and shall see to the investigation and defense of such claim or demand at CRP/Maple Alamo Heights Owner L.P.'s cost. City shall advise CRP/Maple Alamo Heights Owner L.P. within 3 business days of any claim or demand against the City or CRP/Maple Alamo Heights Owner L.P. known the City arising out of CRP/Maple Alamo Heights Owner L.P.'s activities under this Agreement. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving CRP/Maple Alamo Heights Owner L.P. of any of its obligations under this paragraph.

VI. MEDIA

6.1 All press releases or other public communications of any nature whatsoever relating to the subject matter of this Agreement, and the method of the release for publication thereof, will be subject to the prior mutual approval of the Parties. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws without the prior written approval of the other Party.

VII. NOTICE

7.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to City:

Razi Hosseini, P.E., R.P.L.S.
Director, Public Works Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If to CRP/Maple Alamo Heights Owner L.P.:

Taylor Moffatt
CRP/Maple Alamo Heights Owner L.P.
750 Town Country Blvd., Suite 520
Houston, Texas 77024

VIII. APPLICABLE LAW

8.1 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 PERFORMABLE IN BEXAR COUNTY, TEXAS.

8.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

IX. COMPLIANCE WITH LAWS

9.1 Each Party will comply with all applicable federal, state, and local laws, rules, and regulations which may apply to the performance of their respective obligations under this Agreement.

X. AMENDMENTS

10.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by an amendment, in writing, executed by the Parties. Notwithstanding the foregoing, The Public Works Department Director, or designee, is authorized to reallocate City Funding between the Project line items set out in the Project Budget in Exhibit A without further City Council action, so long as such reallocation does not materially change the Project purpose set out in Article I.

XI. SEVERABILITY

11.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state, or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XII. LEGAL AUTHORITY

12.1 The signatories to this Agreement represent, warrant, assure, and guarantee that they have full legal authority to execute this Agreement on behalf of the Party for which they are signing and to bind such Party to all of the terms, conditions, provisions, and obligations herein contained.

XIII. ENTIRE AGREEMENT

13.1 This Agreement, together with its authorizing ordinance and its exhibits, constitute the final and entire Agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between the Parties.

XIV. COUNTERPARTS

14.1 For convenience of the Parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

EXECUTED and AGREED on this date: _____.

CITY OF SAN ANTONIO

John Peterek
Interim Assistant City Manager

CRP/MAPLE ALAMO HEIGHTS OWNER, L.P., a Delaware limited partnership

By: CRP/Maple Alamo Heights GP, L.L.C., a Delaware limited liability company, its general partner

By: CRP/Maple Alamo Heights, L.L.C., a Delaware limited liability company, its sole member

By: HCH 129 Alamo Heights, L.P., a Delaware limited partnership, its administrative member

By: Maple Multi-Family Development, L.L.C., a Texas limited liability company, its general partner

By: 
Taylor Moffatt, Vice President

Approved as to Form:

Tino Gallegos
Assistant City Attorney

EXHIBIT A
ALLORA ALAMO HEIGHTS
TIA Agreement Letter

CRP/Maple Alamo Heights Owner, L.P.,

a Delaware limited partnership
750 Town Country Blvd., Suite 520
Houston, Texas 77024

May 12, 2023

Christina De La Cruz & Marc Jacobson
City of San Antonio

CRP/Maple Alamo Heights Owner, L.P. is committed to constructing the approved mitigation improvements identified in the Revised Allora Multi-Family TIA Approval Letter, which includes restriping and adding seal coat to Jones Maltsberger from Trafalgar Road to Northern Boulevard. We understand the improvements must be constructed prior to obtaining the CofO and the open date of the site (currently estimated to be October/November 2023).

Furthermore, as agreed upon with the City on 5/11/2023, CRP/Maple Alamo Heights Owner, L.P. will pay a fee-in-lieu towards the original TIA requirement of installing a raised median from 75' north of Coronet Street to south of Marquis Lane and the re-striping of Jones Maltsberger north of Trafalgar, which is estimated to cost \$88,023, see Exhibit "A". This amount will be paid to the City once the developer agreement is approved by the City Council (estimated July 2023). The funds are to be used by the City towards a traffic signal at Colwyn Pass and a Flying T at Trafalgar Road. Both CRP/Maple Alamo Heights Owner, L.P. and the City understand the planning and construction timeline of the City improvements, including any improvements associated with the fee-in-lieu mentioned above, will not affect the associated and adjacent multifamily project from obtaining a CofO.

We hope that the above information satisfies the City's request for the Allora Multi-Family development.

Developer/Owner:

CRP/Maple Alamo Heights Owner, L.P., a Delaware limited partnership

By: CRP/Maple Alamo Heights GP, L.L.C., a Delaware limited liability company, its general partner

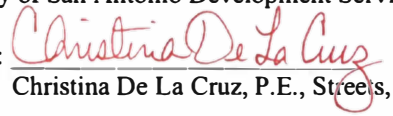
By: CRP/Maple Alamo Heights, L.L.C., a Delaware limited liability company, its sole member

By: HCH 129 Alamo Heights, L.P., a Delaware limited partnership, its administrative member

By: Maple Multi-Family Development, L.L.C., a Texas limited liability company, its general partner

By: 
M. Scot Davis, Vice President

City of San Antonio Development Services Department:

By:  5/17/2023
Christina De La Cruz, P.E., Streets, TIA & Traffic Manager

City of San Antonio Public Works Department:

By:  05/17/2023
Marc Jacobson, P.E., PTOE, Transportation Systems Management & Operations (TSMO) Program Manager

Exhibit "A"

CRP/Maple Alamo Heights Owner, L.P.,

a Delaware limited partnership

Project: Allora Alamo Heights

Address: 9206 Jones Maltsberger Rd.

Reference: Proposed ROW Work off JM

6' Raised Median

Cost \$63,900

Per details and footage provided on civil plans.

Median SQFT – 3,146 @ \$9.12/SQFT - Total Cost \$28,700

Median Curb LF – 1,004 @ \$35.06/SQFT – Total Cost \$35,200

Seal Coat/Thermoplastic Line Elimination - Trafalgar and Ramsey

Cost \$24,123

Seal Coat between Trafalgar and Ramsey 27,700/SQFT –@ \$.55/SQFT – Total Cost \$15,235

Thermoplastic Line Elimination – 693/LF – @ \$2.00/LF – Total Cost - \$1,386

Striping/Pvmt Markings – 693/LF - @ \$3.61/LF – Total Cost \$2,502

Traffic Control – 1 Mobilization (includes cones, barrels, signage, & flagger) - \$5,000

Total cost of improvements \$88,023.

Jessica Turano

Pre-Construction Manager

750 Town & Country Blvd. #520
Houston, TX 77024
713.781.5775