2020 Multifamily Uniform Application

APPLICATION #20083
Lakeview Preserve

REVISED January 23, 2020
1a Applicant Certification
2020 Multifamily Uniform Application Certification

Development Name: Lakeview Preserve

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 57 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC§11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

MHP Region 3 II, LLC

By:

Signature of Authorized Representative
Christopher Shear

Printed Name
Christopher Shear

Title
Date
2/11/2020

Sworn to and subscribed before me on the 11th day of February, 2020, by Christopher Shear.

Cheryl Chalas
Notary Public, State of Florida

My Commission Expires Oct 23, 2020

Date
2/11/2020

2/4/20
1b  4% HTC Bond Filing

NOT APPLICABLE
Certification, Acknowledgement, and Consent of Development Owner
The Certification, Acknowledgement, and Consent of Development Owner

**The form should be executed, notarized, and included in the full application document.**

The form for the certification will be posted to the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

Please indicate whether any of the following required disclosure on the Certification, Acknowledgement, and Consent of Development Owner (to be used for data capture for application processing):

- Development Site is within 300 feet of a junkyard.
- Development Site is within 300 feet of a sexually-oriented business.
- Development Site has buildings or recreational areas within 100 feet of overhead high voltage transmission lines.
- Development Site is within 500 feet of active railroad tracks.
- Development Site is within 500 feet of heavy industry.
- Development Site is within 10 miles of a nuclear plant.
- Development Site contains or is adjacent to an easement that contains pipelines which carry highly volatile liquids.
- Development Site is within 2 miles of refineries capable of refining more than 100,000 barrels of oil per day.

Provide information behind this tab regarding mitigation for any item selected above.

- Development Site is located within a census tract that has a poverty rate above 40% for individuals, or 55% for Developments in regions 11 and 13. Include resolution from Governing Body in the NRFR Packet.
- Development Site is located in a census tract (or for any adjacent census tract) in an Urban Area and the rate of Part I violent crime greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com.
- Development Site is located within 1,000 feet of multiple vacant structures that have fallen into such significant disrepair, overgrowth, and/or vandalism that they would commonly be regarded as blighted or abandoned.
- Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2015 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating.

- Termination of Relationship in an Affordable Housing Transaction

- Voluntary Compliance Agreement

(or any similar agreement resulting from negotiations regarding noncompliance)

- Unused Credit or Penalty Fee

Submit documentation regarding any disclosures behind this Tab.
Development Owner Certification, Acknowledgement and Consent

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and §11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist -- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant” or “Development Owner,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of Department funding.

Applicant hereby represents, warrants, acknowledges and certifies to the Department and to the State of Texas that:

The Development will adhere to the Texas Property Code relating to security devices and other applicable requirements for residential tenancies, and will adhere to local building codes or, if no local building codes are in place, then to the most recent version of the International Building Code.

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov’t Code, Chapter 552. Any person signing the certification acknowledges that they have the authority to release all materials for publication on the Department’s website and release them in response to a request for public information, and make other use of the information as authorized by law. This includes all Third Party reports, which will be posted in their entirety on the Department’s website, as they constitute a part of the Application. The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§11.101 and 11.202 of the Qualified Allocation Plan. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Award Letter, Commitment or Contract by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720, if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall be enforceable even
if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and the residents of the Development, including enforcement by administrative penalties for failure to perform (consistent with Chapter 2, Subchapter C of the title relating to Administrative Penalties), in accordance with the Land Use Restriction Agreement.

When providing a Pre-Application, Application or other materials to a state representative, local governmental body, Neighborhood Organization, or anyone else to secure support or approval, an Applicant must disclose in accordance with the Department’s rules those aspects of the Development that may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 301, Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

The Development Owner has read and understands the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

All Applications proposing Rehabilitation (including Reconstruction unless otherwise provided for in 10 TAC Chapter 11) will be treated as substantial alteration, in accordance with 10 TAC Chapter 1, Subchapter B.

The Development Owner will establish a reserve account consistent with Tex. Gov’t Code §2306.186, and as further described in §11.302(d)(2)(I) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring requirements found in 10 TAC Chapter 10, Subchapters F and G.

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be required to submit a report of the success of the plan as part of the cost certification documentation, in order
to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.

The Applicant will attempt to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in Tex. Gov’t Code §2306.6734.

The Development Owner will specifically market to veterans through direct marketing or contracts with veteran's organizations. The Development Owner will be required to identify how they will specifically market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved by the Department.

Accessibility Requirements

The Development Owner understands that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

The Development Owner understands that regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must meet the requirements at 10 TAC §11.101(b)(8)(B).

The Development Owner certifies that all accessible Units under 10 TAC Chapter 1, Subchapter B, will be dispersed throughout the Development.

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include a complete assessment of accessibility. The Development Owner is responsible for any modifications necessary to meet accessibility requirements identified at the final construction inspection.
Unused Credit or Penalty Fee *(select one box as applicable)*

_____ The Applicant returned a full credit allocation after the Carryover Allocation deadline required for that allocation and is subject to the Unused Credit or Penalty Fee pursuant to §11.901(16) of the Qualified Allocation Plan.

X The Applicant certifies that no disclosure regarding §11.901(15) of the Qualified Allocation Plan is necessary.

Termination of Relationship in an Affordable Housing Transaction *(select one box as applicable)*

X The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

_____ The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

Voluntary Compliance Agreement with any Governmental Agency *(select one box as applicable)*

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.

X The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.
The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 100 year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent federal or local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the 100 year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts, and such documentation is submitted in the Application.

**Undesirable Site Features (select one of the boxes as applicable)**

- [x] The Development is not located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.
- ____ The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.
- ____ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.
- ____ The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that specifies the proximity of such feature to a multifamily development is included in the Application.
- ____ The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application (select all that apply):
  - ____ within 300 feet of junkyards
_____ within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

_____ within 300 feet of a sexually-oriented business

_____ buildings or designated recreational areas (including pools) are to be located within 100 feet of the nearest line or structural element of any overhead high voltage transmission line, support structures for high voltage transmission lines, or other similar structures

_____ within 500 feet of active railroad tracks

_____ within 500 feet of heavy industry

_____ within 10 miles of a nuclear plant

_____ buildings are located within the accident potential zones or the runway clear zones of any airport

_____ one or more pipelines, situated underground or aboveground, which carry highly volatile liquids, or adjacent to a pipeline easement for a pipeline carrying highly volatile liquids

_____ within 2 miles of refineries capable of refining more than 100,000 barrels of oil daily

_____ may be in proximity to an environmental factor that may adversely affect the health and safety of the residents or render the Development Site inappropriate for housing use unless it is adequately mitigated (as presented in the application)

_____ within the minimum separation from housing of a facility under the jurisdiction of a state or federal cognizant agency

Neighborhood Risk Factors (select one of the main boxes as applicable)

X _____ The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

_____ The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply):

_____ in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);

_____ in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development
Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

_____ is located within 1,000 feet of a blighted or abandoned area as further described in §11.101(a)(3)(B)(iii) of the Qualified Allocation Plan;

_____ is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA Accountability Rating of D and a 2018 Improvement Required Rating or a 2019 TEA Accountability Rating of F and a 2018 Met Standard Rating by the Texas Education Agency. Elderly Developments, Developments encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable) and Supportive Housing SRO Developments or Supportive Housing Developments where all Units are Efficiency Units are exempt from the requirement to disclose the presence of this characteristic.

The Development will include all of the mandatory Development amenities required in §11.101(b)(4) of the Qualified Allocation Plan at no charge to all residents (market rate and low-income) and written notice of such amenities will be provided to the residents.

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The residents must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §11.101(b)(6)(A) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit, development construction, and energy and water efficiency features to meet the minimum number of points as further described in §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.
If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70%, and 80% Units will be dispersed across all Unit Types to the maximum extent feasible in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c).

If the Applicant is applying for Multifamily Direct Loan funds and the Development consists of New Construction, the Applicant further certifies that the Development meets the Construction Site Standards in 24 CFR §983.57(e)(2) and (3), as applicable.

If the Development has an existing LURA with the Department, the Development Owner will comply with the existing restrictions.

The Development Owner will comply with any and all notices required by the Department.

None of the criteria in subparagraphs (A) – (N) of §11.202(1) of the Qualified Allocation Plan, related to ineligible Applicants, applies to those identified as having Control on the organizational chart for the Applicant, Developer and Guarantor.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department are true and correct and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. Further, the Applicant hereby expressly represents, warrants, acknowledges and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
By:  

Christopher Shear  

Authorized Signer  

Date:  2/11/2020  

THE STATE OF Florida  

COUNTY OF Miami-Dade  

Before me, a notary public, on this day personally appeared Christopher Shear, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. 

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of February, 2020  

Cheryl Chalas  
Notary Public Signature  

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January 8, 2020
3 Applicant Eligibility Certification
10 TAC §11.202 of the Qualified Allocation Plan identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

The form for the certification will be posted to the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.

The form must be executed by all individuals required to be listed on the organizational chart and also meeting the definition of Control under 10 TAC §11.1(d)(30) of the Qualified Allocation Plan.

**The form must be executed, notarized, and included in the full application document.**

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. No hard copy with original signatures is required, only a scanned copy within the final PDF file.
Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov't Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist or be contemplated to bring a new entity into existence-- Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of multifamily funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Contract for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720 if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been or are barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been convicted of a state or federal felony crime involving fraud, bribery, theft,
misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within 15 years preceding the Application submission.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party, at the time of Application, are not subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not represented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer’s participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party has cured any past due fees owed to the Department within the time frame provided by notice from the Department and at least 10 days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including Tex. Gov’t Code §2306.6733, or a provision of Tex. Gov’t Code Chapter 572, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have no previous Contracts or Commitments that have been partially or fully de-obligated during the 12 months prior to the submission of the Application due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party will not allow previous Contracts or Commitments to be partially or fully de-obligated between the date of Application submission through the date of final allocation or award, due to a failure to meet contractual obligations.

Neither Applicant, Affiliate, nor any member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, Direct Loan Contract, or Determination Notice for a Development.

Neither Applicant, Affiliate nor any member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov’t Code relating to Ex Parte Communication and further explained in §11.202(2)(A) of the Qualified Allocation Plan.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov’t Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in
less than fifteen (15) years any private activity bond financing of the Development described by
the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov’t Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership
structure who was or is involved as a Principal in any other affordable housing transaction, that
has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate
their relationship with any other affordable housing development have been fully disclosed
pursuant to §11.202(1)(M) of the Qualified Allocation Plan. Applicant understands that failure to
disclose is grounds for termination.

All housing developments with which Applicant, Affiliate, Development Owner, Developer,
Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair
housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the
Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of
1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et
seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the
Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or
determination that the Development is deemed qualified to receive such allocation or award.
Applicant agrees that the Department or any of its directors, officers, employees, and agents will
not be held responsible or liable for any representations made to the undersigned or its investors;
therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto
and agrees to indemnify and hold harmless the Department and any of its officers, employees,
and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and
of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions
and actions concerning this Application or the use of information therein.

Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not
subject to any pending criminal proceedings and if any such proceeding or any other charges
which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to
Carryover, Determination Notice, or Closing, the Applicant will immediately notify the
Department. Such notification must be presented to the Board for consideration at the next
available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of
Applicant, and in all other related capacities described above, as applicable, expressly represents,
warrants, and certifies that all information contained in this certification and in the Application,
including any and all supplements, additions, clarifications, or other materials or information
submitted to the Department in connection therewith as required or deemed necessary by the
materials governing the multifamily funding programs are true and correct, and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
The following representation needs to be amended:

*The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid, except for the following assets:*

In each instance, the generally partner walked away from the property as the asset was distressed. An affiliate of McDowell Housing Partners subsequently acquired the asset, invested funds to fix the property and ultimately sold it.

<table>
<thead>
<tr>
<th>Property</th>
<th>Address</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hillcrest</td>
<td>1960 W. Tarrant Rd.</td>
<td>Grand Prairie</td>
<td>TX</td>
</tr>
<tr>
<td>Briarcrest</td>
<td>25650 Interstate 45 North</td>
<td>Spring</td>
<td>TX</td>
</tr>
<tr>
<td>Regal Park</td>
<td>3200 Thousand Oaks</td>
<td>San Antonio</td>
<td>TX</td>
</tr>
<tr>
<td>One Westfield Lake</td>
<td>2800 Hirschfield Rd.</td>
<td>Spring</td>
<td>TX</td>
</tr>
<tr>
<td>Vista Landing</td>
<td>4620 Thousand Oaks</td>
<td>San Antonio</td>
<td>TX</td>
</tr>
<tr>
<td>Mill Creek</td>
<td>16222 Stuebner Airline Rd.</td>
<td>Spring</td>
<td>TX</td>
</tr>
<tr>
<td>Clover Hill</td>
<td>903 Road to Six Flags W</td>
<td>Arlington</td>
<td>TX</td>
</tr>
<tr>
<td>Arbors of Austin</td>
<td>1070 Meams Meadow Blvd</td>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>Ashbury Park</td>
<td>9024 Northgate</td>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>Audobon Square</td>
<td>12425 Mellow Meadow</td>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>Harper's Creek</td>
<td>1730 E Oltorf</td>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>Pinto Creek</td>
<td>2207 Wickersham Ln</td>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>Polo Club</td>
<td>8519 Cahill</td>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>Trestles of Austin</td>
<td>1071 Clayton Ln</td>
<td>Austin</td>
<td>TX</td>
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<td>Brittany Park</td>
<td>14222 Dallas Parkway</td>
<td>Dallas</td>
<td>TX</td>
</tr>
<tr>
<td>Greens Crossing</td>
<td>10700 Woodmeadow Pkwy</td>
<td>Dallas</td>
<td>TX</td>
</tr>
<tr>
<td>Montfort Oaks</td>
<td>14100 Montfort Dr</td>
<td>Dallas</td>
<td>TX</td>
</tr>
<tr>
<td>Alamo Hillside</td>
<td>7626 Callaghan Rd.</td>
<td>San Antonio</td>
<td>TX</td>
</tr>
</tbody>
</table>

Please note, this addendum applies to members of McDowell Housing Partners which include the following individuals: W. Patrick McDowell and Kenneth Lee.
By: ____________________________

Signature of Authorized Representative

W. Patrick McDowell

Printed Name
Owner - W. Patrick McDowell 2001 Trust
Member McDowell Housing Partners, I.I.C

Title

2020

Date

THE STATE OF Florida §

COUNTY OF Miami-Dade §

Before me, a notary public, on this day personally appeared
W. Patrick McDowell, known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of February, 2020

(Seal)

CHERYL CHALAS
Notary Public - State of Florida
Commission # GG 035993
My Comm. Expires Oct 23, 2020
Bounded through National Notary Assn

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

Kenneth Lee

Printed Name

Member, Archipelago Housing

Title

2/24/20

Date

THE STATE OF New York §

COUNTY OF New York §

Before me, a notary public, on this day personally appeared Kenneth Lee, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of January, 2020

[Notary Public Seal]

Signature of Notary Public

[Notary Public Signature]
Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

The undersigned, in each and all of the following capacities in which it may serve or exist or be contemplated to bring a new entity into existence—Applicant, Development Owner, Developer, Guarantor of any obligation of the Applicant, and/or Principal of the Applicant and hereafter referred to as “Applicant,” whether serving in one or more such capacities, is hereby submitting its Application to the Department for consideration of multifamily funding.

Applicant hereby represents, warrants, agrees, acknowledges and certifies to the Department and to the State of Texas that:

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any all agreements and to give all consents provided for or made herein.

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan Contract for such Development which the Department may issue or award, and the violation of any such condition shall be sufficient cause for the cancellation and rescission of such Commitment, Determination Notice, Carryover Allocation, or Direct Loan Commitment by the Department. To the extent allowed under Tex. Gov’t Code §2306.6720 if any such representations, undertakings and commitments concern or relate to the ongoing features or operation of the Development, they shall each and all shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been or are barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD’s System for Award Management (SAM).

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been convicted of a state or federal felony crime involving fraud, bribery, theft,
misrepresentation of material fact, misappropriation of funds, or other similar criminal offenses within 15 years preceding the Application submission.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party, at the time of Application, are not subject to an enforcement or disciplinary action under state or federal securities law or by the NASD; is subject to a federal tax lien; and/or is the subject of a proceeding in which a Governmental Entity has issued an order to impose penalties, suspend funding, or take adverse action based on an allegation of financial misconduct or uncured violation of material laws, rules, or other legal requirements governing activities considered relevant by the Governmental Entity.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not breached a contract with a public agency and failed to cure that breach within the timeframe provided or allowed by contract. If such breach is permitted to be cured under the contract, notice of the breach has been given and a reasonable opportunity to cure.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not represented to a subcontractor the extent to which the Developer has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Developer's participation in contracts with the agency and the amount of financial assistance awarded to the Developer by the agency.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not delinquent in any loan, fee, or escrow payments to the Department in accordance with the terms of the loan, as amended, or is otherwise in default with any provisions of such loans.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party has cured any past due fees owed to the Department within the time frame provided by notice from the Department and at least 10 days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including Tex. Gov’t Code §2306.6733, or a provision of Tex. Gov’t Code Chapter 572, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have no previous Contracts or Commitments that have been partially or fully de-obligated during the 12 months prior to the submission of the Application due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party will not allow previous Contracts or Commitments to be partially or fully de-obligated between the date of Application submission through the date of final allocation or award, due to a failure to meet contractual obligations.

Neither Applicant, Affiliate, nor any member of the Development Team has provided false or misleading documentation or made other intentional or negligent material misrepresentations or omissions in or in connection with an Application (and certifications contained therein), Commitment, Direct Loan Contract, or Determination Notice for a Development.

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not been the owner or Affiliate of the owner of a Department assisted rental development for which the federal affordability requirements were prematurely terminated and the affordability requirements have not re-affirmed or Department funds repaid.

Neither Applicant, Affiliate nor any member of the Development Team has participated in the dissemination of misinformation about affordable housing and the persons it serves or about a competing Applicant that would likely have the effect of fomenting opposition to an Application where such opposition is not based on substantive and legitimate concerns that do not implicate potential violations of fair housing laws.

The Applicant will not violate §2306.1113 of the Tex. Gov’t Code relating to Ex Parte Communication and further explained in §11.202(2)(A) of the Qualified Allocation Plan.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov’t Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in
less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov’t Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §11.202(1)(M) of the Qualified Allocation Plan. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, Affiliate, Development Owner, Developer, Guarantor and/or Principal thereof participating, are in compliance with: state and federal fair housing laws, including Chapter 301, Property Code, the Texas Fair Housing Act; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.); and the Fair Housing Amendments Act of 1988 (42 U.S.C. Section 3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. Section 2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); and the Rehabilitation Act of 1973 (29 U.S.C. Section 701 et seq.).

The making of an allocation or award by the Department does not constitute a finding or determination that the Development is deemed qualified to receive such allocation or award. Applicant agrees that the Department or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application or the use of information therein.

Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party is not subject to any pending criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to Carryover, Determination Notice, or Closing, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, as applicable, expressly represents, warrants, and certifies that all information contained in this certification and in the Application, including any and all supplements, additions, clarifications, or other materials or information submitted to the Department in connection therewith as required or deemed necessary by the
materials governing the multifamily funding programs are true and correct, and the Applicant has undergone sufficient investigation to affirm the validity of the statements made. The Applicant agrees that the Department may, at its discretion, request additional information and/or documentation in its evaluation of this Application and is authorized but not obligated under this document to conduct its own investigation regarding any information required requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
By: ____________________________

Signature of Authorized Representative

Michael A. Lee

Printed Name

Member, Archipelago Housing

Title

2/25/20

Date

THE STATE OF ___________ $5

COUNTY OF ________________ $5

Before me, a notary public, on this day personally appeared

MICHAEL LEE

known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of ____________, __________

(Seal)

Notary Public Signature

ALISON S. TUREN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/20/2021

Sworn to and subscribed
before me this
25th day of February, 2020
By:  [Signature]

Signature of Authorized Representative

Charles Koslosky

Printed Name

Treasurer, McDowell Housing Partners LLC and MHP Region 3 II Developer, LLC

Title

2-24-20

Date

THE STATE OF California

COUNTY OF San Francisco

Before me, a notary public, on this day personally appeared Charles Koslosky, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February, 2020

(Seal)

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

Christopher Shear

Printed Name

Authorized Signer

Title

2/11/2020

Date

THE STATE OF Florida

COUNTY OF Miami-Dade

Before me, a notary public, on this day personally appeared Christopher Shear, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of February, 2020

(Seal)

CHERYL CHALAS
Notary Public - State of Florida
Commission # 06-035993
My Comm. Expires Oct 23, 2020
Bonded through National Notary Assn.

[Signature]

Notary Public Signature
THE STATE OF Texas §
COUNTY OF Travis §

Before me, a notary public, on this day personally appeared
Sarah Andre known to me to be the person whose name is subscribed
to the foregoing document and, being by me first duly sworn, declared and certified that the
statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of February, 2020

(Seal)
Multifamily Direct Loan Certification

NOT APPLICABLE
Multifamily Direct Loan Certification is included behind this tab.

Multifamily Direct Loan Certification is not applicable to this Application.

**If applicable, the form should be executed, notarized, and included in the full application document.**

The form for the certification will be posted to the Department's website at

[http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>Christopher Shear</strong></td>
</tr>
<tr>
<td>Email: <a href="mailto:cshear@mcdhousing.com">cshear@mcdhousing.com</a></td>
</tr>
<tr>
<td>Mailing Address: 601 Brickell Key Drive, Suite 700</td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>Ariana Brendle</strong></td>
</tr>
<tr>
<td>Email: <a href="mailto:abrendle@mcdhousing.com">abrendle@mcdhousing.com</a></td>
</tr>
<tr>
<td>Mailing Address: 1301 Chicon Street Suite 101</td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>Sarah Andre</strong></td>
</tr>
<tr>
<td>Email: <a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
</tr>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td>City</td>
</tr>
</tbody>
</table>
6a Competitive Housing Tax Credit Selection Self-Score
### Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application.

#### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>6</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>9</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
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**High Quality Housing Total** 17

#### Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>15</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>5</td>
</tr>
<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>3</td>
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<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
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**Serve and Support Texans Most in Need Total** 58

#### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
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<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
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<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
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<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
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<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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**Community Support and Engagement Total** 11

#### Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

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<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
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<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
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<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
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<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
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<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
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<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
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<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
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**Efficient Use of Limited Resources and Applicant Accountability Total** 53

#### Point Deductions

<table>
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<tr>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>§11.9(f)</td>
<td></td>
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</table>

**Total Application Self Score** 139
6b Multifamily Direct Loan Self-Score

NOT APPLICABLE
Site Info Form Part I
### Site Information Form Part I

#### Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>Irving</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>2800 South MacArthur Blvd.</td>
<td></td>
<td>No</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>City</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>75060</td>
<td>Dallas</td>
<td>Urban</td>
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</tbody>
</table>

#### Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>QCT?</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
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</thead>
<tbody>
<tr>
<td>48113015100</td>
<td>No</td>
<td>57222</td>
<td>3q</td>
<td>10.5</td>
</tr>
</tbody>
</table>

The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required resolution has been submitted behind Tab 2.

#### Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]

Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.

- **X** Twice the State Average Per Capita. The proposed Development is **NOT** located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))

- **X** One Mile Three Year Rule. The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, **OR** the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).

- **X** Limitations on Developments in Certain Census Tracts. The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

#### Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]

- The Development Site is not located in a county with a population that exceeds one million.
- The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.

- The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.
- The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

#### Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]

- **X** The Development Site is not located in a county with a population less than one million.
- The site is located in a county with a population less than one million and is not contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.
- The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

#### One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]

- The Application is USDA or At-Risk, or is in a Rural Subregion.
- **na** The Application is not USDA or At-Risk, and the Development Site is located in a census tract in an Urban subregion and the following eligible Pre-application(s) are located in the same census tract:

#### Zoning (10 TAC §11.204(11)) and Flood Zone Designation (10 TAC §11.101(a)(1)) (All Programs)

- Development Site is appropriately zoned? **No**
- Zoning Designation: **SP-2 Residential**
- Flood Zone Designation: **AE**
- Entire Development Site is outside the 100 year floodplain. **No**
- Farmland Designation (To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA): **N/A**
8. **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]**

Confirm the following supporting documents are provided behind this tab.

- Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.


Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinkeade Early Childhood</td>
<td>PK</td>
<td>MS B</td>
</tr>
<tr>
<td>Townley Elementary</td>
<td>5</td>
<td>MS C</td>
</tr>
<tr>
<td>Bowie Middle School</td>
<td>8</td>
<td>MS C</td>
</tr>
<tr>
<td>Nimitz High School</td>
<td>12</td>
<td>MS B</td>
</tr>
</tbody>
</table>

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]
- The Application meets the following exception(s). **Applicant is required to enter school rating information above, but no disclosure is required.**

- Elderly Development
- Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
- Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
- The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

10. **Waiver of Rules [10 TAC §11.207]**

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:

  - Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); and

  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
Site Info Part I – Supporting Documents
Supporting Documentation for the Site Information Form Part I

Maps:
- [x] Street Map with Site Drawn and Identified
- [x] Census Tract Map with Development Site Identified
  
  https://www.huduser.gov/portal/sadda/sadda_qct.html  
  https://factfinder.census.gov/tcpcen/nav/gebagesearchresults.xhtml?refresh=nosub

Resolutions:
- [n/a] Twice the State Average of Units Per Capita Resolution
- [n/a] One Mile Three Year Resolution or evidence of other exception
- [n/a] Housing Tax Credit Units per Total Household Resolution
- [n/a] For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- [n/a] For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included and will be provided under separate cover no later than the Resolutions Delivery Date described in §11.2(b) of the QAP.

Zoning and Floodplain:
- [x] Evidence of Zoning and/or Evidence of Re-Zoning Process
- [x] Evidence of Flood Zone Designation (FIRM or local government documentation)

Farmland Designation
- [n/a] Information is included in the ESA.
- [n/a] Information is included behind this tab.

Go to: [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx](https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx) and
  
  - Go to "Quick Navigation", select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city, and state.
  - Just below where it says "Area of Interest Interactive Map" and to the left of where it says "Legend" is a row of buttons. Two at the end are labeled "AOI" for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site.
  - Outline the Development Site, getting as much within the rectangle or triangle as possible.
  - Select the tab for "Soil Data Explorer", select "Land Classifications", then select "Farmland Classification".
  - Select "View Rating". You may need to scroll down to see it.
  - In the upper right corner, select "Printable Version". Name it if you wish, scale to "Fit to page", printed sheet size "A landscape (11" x 8.5") . Make sure the box labeled "show UTM Coordinate Ticks" is checked. Select "View".

Site and Neighborhood Standards (New Construction Direct Loan Only)
- [n/a] Statement regarding promoting housing choice explains HOW the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons
- [n/a] DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

Educational Quality (all Applications)
- [x] School Attendance Zone Map with Development labeled;
- [x] 2019 TEA accountability information for each school;
- [n/a] Neighborhood Risk Factors Report, if applicable; behind Tab 2

NOTE that consideration for Developments within zones considered ineligible by 10 TAC §11.101(b)(1)(C) would only be achieved through the waiver process as outlined in 10 TAC §11.207, and that waiver must be submitted prior to submission of the pre-application (if one is submitted) or the full application. A Neighborhood Risk Factors Report is not acceptable for ineligibility.

Waiver of Rules
- [n/a] The waiver request must establish how the need for the waiver was not within the control of the Applicant. Anyone seeking a waiver should include any and all materials they will rely upon to argue that waiver of ineligibility satisfies the waiver stand
- [n/a] The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
Location Map

Lakeview Preserve
2800 S Macarthur Blvd
Irving, Texas
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014, 2011-2015, and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.

**QCT for 2020**

<table>
<thead>
<tr>
<th>Tract Number</th>
<th>County</th>
<th>Select a State</th>
<th>Select a County</th>
<th>Status (2020)</th>
<th>Tract Median Income to Income Limit</th>
<th>Full Tract Number</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>48113015100</td>
<td>TX</td>
<td></td>
<td>Dallas</td>
<td>Not Qualified</td>
<td>0.0%</td>
<td>48113015100</td>
<td>151.00</td>
</tr>
</tbody>
</table>

**LiHTC Projects in this Tract**

- **76**
  - **BENJAMIN GARDENS APARTMENTS**

---

**Map Options**
- Clear
- Reset
- Full Screen

**QCT Legend:**
- Tract Outline
- LiHTC Project

**SADDA Legend:**
- FMR Boundary
- SADDA Boundary

**Map Options**
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LiHTC Projects (Zoom 11+)

**Select Year**
- 2020
- 2019

---

**About PD&R**
- Delegations of Authority and Order of Succession
- Events
- HUD at 50
- HUD Secretary's Awards
- PD&R Careers

**Initiatives**
- Aging Research and Resources
- Regulatory Barriers Clearinghouse
- Sustainable Construction in Indian Country

**Research**
- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse
- Reports
- The Edge

**Reference**
- Bibliographic Database

**Resources**
- Disaster Recovery PD&R Toolkit

**More...**
- Contact Us
Census Tract Map

Lake Preserve
2800 S Macarthur Blvd
Irving, Texas
February 13, 2020

McDowell Housing Partners  
Attn: Ariana Brendle  
601 Brickell Key Drive, Suite 700  
Miami, FL 33131  

Re: ZVL20-0022 – 2800 S. MacArthur Blvd. (DCAD #65130101010060000)  

To Whom It May Concern:  

The above referenced property within the City of Irving, Texas, as shown on the attached map, is currently zoned, to the best of our knowledge, S-P-2 (Generalized Site Plan) district for Residential Land Use and Open Space uses per Ordinance No. 3496, approved by the Irving City Council on June 16, 1980, per zoning case #80-2474.  

A copy of the adopting ordinance, the site plan, and the Multifamily Development Standards are included with the hard copy of this letter.  

No other overlay districts, exceptions or variances apply to this property. Information concerning Certificates of Occupancy may be obtained from the Building Inspections Department at 972-721-2371. Information regarding any code violations may be obtained from the Code Enforcement Department at 972-721-4829.  

Although the facts set forth in this letter are believed to be accurate, neither the City nor any of its officers, agents, employees or elected officials warrant, insure or in any way guarantee the accuracy of the matters stated, and no liability is assumed by the City of Irving or any of its officers, agents, employees or elected officials to any other party who might receive the contents of this letter. Please be aware that zoning does not constitute a vested right in the property, and that the zoning and the Zoning Ordinance may be changed by the City Council after public hearings required by State law and City ordinance. Please note that staff does not verify compliance with the approved zoning. Please contact me at (972) 721-3748 or sday@cityofirving.org if you have any questions.  

Sincerely,  

[Signature]  
Stacy Day  
Senior Planner
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. ZVL20-0022.
ORDINANCE NO. 3496

AN ORDINANCE AMENDING ORDINANCE NO. 1144, THE 1964 COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS, GRANTING A ZONING CHANGE ON A TRACT OF LAND DESCRIBED AS: A TRACT OF LAND OUT OF THE THOMAS STOKES SURVEY, ABSTRACT NO. 1391, MORE FULLY AND COMPLETELY DESCRIBED IN THE BODY OF THIS ORDINANCE; ORDERING A CHANGE IN THE USE OF SAID PROPERTY FROM "AG" AGRICULTURAL DISTRICT USE, "R-MF-2" MULTI-FAMILY DISTRICT USE UNDER ORDINANCE NO. 1144, AS AMENDED TO "S-P-2" GENERALIZED SITE PLAN DISTRICT USE FOR RESIDENTIAL USES UNDER ORDINANCE NO. 1144, AND ACCORDING TO THE SITE PLAN ATTACHED HERETO AND MADE A PART HEREOF; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; CORRECTING THE OFFICIAL ZONING MAP ATTACHED HERETO AND MADE A PART HEREOF; CORRECTING THE OFFICIAL ZONING MAP ATTACHED TO ORDINANCE NO. 1144; PRESERVING ALL OTHER PORTIONS OF THE ZONING ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; DETERMINING THAT THE PUBLIC INTEREST, MORALS AND GENERAL WELFARE DEMAND A ZONING CHANGE AND AMENDMENT HEREBIN MADE; AND PROVIDING A PENALTY.
dust, the effect on the promotion of health and the general welfare, effect on light and air, the effect on the over-crowding of the land, the effect on the concentration of population, the effect on the transportation, water, sewerage, schools, parks and other public facilities; and

WHEREAS, the City Council of the City of Irving, Texas further considered among other things the character of the district and its peculiar suitability for particular uses and with a view to conserve the value of buildings and encourage the most appropriate use of land throughout the City; and

WHEREAS, the City Council of the City of Irving, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, that the zoning change does not unreasonably invade the rights of those who bought or improved property with reference to the classification which existed at the time the investment was made; and

WHEREAS, the City Council of the City of Irving does find that the change in zoning helps lessen the congestion in the streets, helps secure safety from fire, panic and other dangers; promotes health and the general welfare; provides adequate light and air; prevents the over-crowding of land; avoids undue concentration of population; facilitates the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; and

WHEREAS, the City Council does find that there is a need for this change in zoning and that there has been a change in conditions in the property adjacent to and in the surrounding area of the subject tract, therefore allowing and requiring this zoning change; and

WHEREAS, the City Council of the City of Irving does find that this change in zoning under a site plan district for use as residential uses
THENCE North 00 degrees 21 minutes 43 seconds West along said East line of MaArthur Boulevard for a distance of 1198.60 feet to an iron rod found for corner, same being the present South-west corner of a tract of land conveyed to Marjorie L. Jackson;

THENCE North 09 degrees 53 minutes 41 seconds East along the South line of said Jackson tract and along the South line of Meadow Oaks Mobile Home Estates Addition, an addition to the City of Irving, Texas, according to the plat recorded in Volume 69249 at Page 1627 in the Map Records of Dallas County, Texas, for a distance of 1881.00 feet to an iron rod found for corner in the West line of Kensington Estates Addition, an addition to the City of Irving, Texas, according to the plat recorded in Volume 78053 at Page 2049 in the Map Records of Dallas County, Texas, same also being the South-east corner of said Meadow Oaks Mobile Home Estates Addition;

THENCE South 00 degrees 32 minutes 35 seconds East along said West line of Kensington Estates Addition for a distance of 205.00 feet to an iron rod found for corner, same being the South-west corner of said Kensington Estates Addition;

THENCE East along the South line of said Kensington Estates Addition 105.45 feet to a point for corner;
which is presently zoned "AG" Agricultural District Use, "R-MF-2" Multi-Family District Use and "R-6" Single Family District Use under Ordinance No. 1144, is changed to "S-P-2" Generalized Site Plan District Use for Residential Uses and under Ordinance No. 1114 and subject to all the requirements and conditions of Section 1-A of this Ordinance.

SECTION 1-A. That the district use on the property described in Section 1 is hereby approved and granted upon the following express conditions:

(1) That development shall be in conformance with the site plan attached hereto and made a part hereof for all purposes, and that the property be used only for Residential Uses under Ordinance No. 1144.

(2) A true copy of the site plan attached hereto shall be retained by the Engineering Department of the City of Irving and one copy shall be authenticated by the Engineering Department and furnished to the Building Inspection Department for observance in connection with these improvements.

(3) That all means of ingress and egress shall be approved by the City Engineer of the City of Irving.

(4) That all paved areas, permanent drives, streets, and drainage structures, if any, shall be constructed in accordance with the standard City of Irving specifications adopted for such purpose, and the same shall be done to the satisfaction of the Engineering Department of the City of Irving.

(5) That the property be platted.

The above requirements shall not be construed as conditions precedent to the granting of a zoning change, but shall be construed as conditions precedent to the granting of a building permit and/or certificate of occupancy.
not repeal any of the provisions of said ordinances except in
those instances where provisions of those ordinances which are
in direct conflict with the provisions of this Ordinance.

SECTION 6. That the terms and provisions of this
Ordinance shall be deemed to be severable and that if the
validity of the zoning affecting any portion of the tract or
tracts of land described herein shall be declared to be invalid,
the same shall not affect the validity of the zoning of the
balance of the tract or tracts of land described herein.

SECTION 7. That any person, firm or corporation viol-
ating any of the terms and provisions of this Ordinance shall
be subject to the same penalties provided for in Ordinance No.
1144, Zoning Ordinance of the City of Irving, Texas.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING,
TEXAS, this the 24th day of July, A.D., 1980.

MARVIN RANDLE
MAYOR

ATTEST:

Lester G. Ford,
Acting City Secretary

APPROVED AS TO FORM:

Don J. Zerbach,
City Attorney
February 11, 2020

Richard H. Stopfer
City of Irving
825 W. Irving Blvd
Irving, Texas 75060

RE: Lakeview Preserve, TDHCA Application # 20083

Dear Mr. Stopfer:

This letter is to certify that MHP Region 3 II, LLC, McDowell Housing Partners, and any other related parties associated with MHP Region 3 II, LLC and its proposed development known as Lakeview Preserve and located at 2800 S. MacArthur Blvd., shall hold harmless the City of Irving and all other parties in the event the application for appropriate zoning is denied for this project. McDowell Housing Partners, on behalf of MHP Region 3 II, LLC shall work with the City of Irving to receive the appropriate zoning for this project.

Please contact me if you have any further questions.

Sincerely,

Christopher Shear
Authorized Representative
MHP Region 3 II, LLC
Email: cshear@mcdbhousing.com

Signed and acknowledged this 13th day of February, 2020.
City of Irving

By: Richard H. Stopfer
Mayor
Application for:
- Zoning Change
- Zoning Change (SP1 or SP2)
- Zoning Change (SP1-RAB)
- Development Plan
- TOD Detail Plan
- CPA

Location:
The Address
The Name
Address

Signature

Please type or print clearly, and sign where indicated.
Location of Request (address if applicable): 2800 S. MacArthur Boulevard
Area of Request: 2,880 ft.
Subdivision
Lot No.
Block No.
RECEIVED
1/3/2020

The following information to be supplied by the APPLICANT:
Name: Christopher Shear
Company: McDowell Housing Partners
Address: 601 Brickell Key Drive, Suite 700
City: Miami
State: FL
Zip: 33131
Telephone: 786-257-2767
Fax:
E-mail: cshear@mcddhousing.com

I hereby accept responsibility for placing required number of "Zoning Change" or "Development Plan" signs on the subject property not less than ten (10) days prior to the Planning and Zoning Commission public hearing date and to maintain the sign(s) in full public view until final action on the application. I understand that failure to properly post and maintain the sign(s) will result in postponement of this request. I understand that these signs will be issued to me at a later date, and it is my responsibility to pick up the signs from the Planning Department office.

Signature of Applicant
Christopher Shear
Date: 2/3/2020

The following information to be supplied by the AGENT OR PRIMARY CONTACT (if different from applicant):
Name: Sharon Barbosa - Crain
Company: Barbosa Professional Services
Address: P.O. Box 177362
City: Irving
State: TX
Zip: 75017
Telephone: 972-986-5164
Fax:
E-mail: sharonbarbosa@verizon.net

Signature of Agent/Contact
Sharon Barbosa - Crain
Date: 2/3/2020

The following information to be supplied by the PROPERTY OWNER(S). Attach additional sheets if necessary.
Name: James Cornelius
Company: County Property Acquisition Company, Inc.
Address: 1601 Elm Street, Suite 3500
City: Dallas
State: TX
Zip: 75201
Telephone: 214-871-3320
Fax:
E-mail: lcomelius@sowellco.com

In lieu of representing this application myself as owner of the subject property, I hereby designate Christopher Shear to act in the capacity of my agent for submittal, processing, representation and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern related to this request.

I hereby certify that I am legally authorized to sign this application on behalf of the owner of the property, and to designate the applicant and the agent to represent the owner in this application.

I understand that it is necessary for me or my authorized agent to be present at both the Planning and Zoning Commission public hearing and at the City Council public hearing if council action is necessary.

Signature of Property Owner/Authorized Representative
James Cornelius, V.P.

Print Name

If the property is not legally platted, a field note description shall be provided and shall include the distance and bearing of the point of beginning from the nearest intersection of streets or roads.

Planning and Community Development Department
825 West Irving Blvd. • Irving, TX 75060 • 972.721.2424 • www.cityofirving.org
Exhibit A: Legal Description of Area of Request (Attach additional sheet if needed)

See separate page

I certify that to the best of my knowledge, this is an accurate description of the property for which this application has been submitted. I understand that I am fully responsible for the legal description provided above.

Signature of Agent/Contact

Date

2/3/2020

Checklist

Submittal Documents (required)

- Application (including signature of current owner)
- Application fee
- Site Plan (If necessary) - (Two (2) 9 x 12 copies and/or Flash Drive)
- Legal Description of Property

Additional Submittal Documents (R-AB) - REQUIRED, per Section 52-32a of Ordinance #1144

- Interior Design Plan—Including general location of all waiting areas, restaurant seating areas reflecting the approximate number of seats, kitchen, alcoholic beverage storage and serving areas. (Two copies)
- Detailed Site Plan—Shall reflect the specifically delineated areas to be zoned for restaurant S-P-1 for R-AB and all areas necessary to provide adequate and necessary ingress/egress and parking. Only within the area specifically delineated (R-AB) may deliver mixed beverages, including wine and beer, to individual rooms of the hotel pursuant to Section 28.01(b) of the Alcoholic Beverage Code of the State of Texas. (Two copies)
- Narrative Description
- An Artist’s rendering, photographs, elevation drawing or sketches, or other illustrations for the proposed restaurant.
- Legal Description of the property for which the zoning change is requested which shall include the distance and bearing of the point of beginning from the nearest intersection of the streets and roads. If the zoning requested is for a particular suite, then metes and bounds for such suite is required.
CITY OF IRVING
TEXAS

RECEIPT
Number: PROJ6111

ZC20-0012
2800 S MACARTHUR

2800 S MACARTHUR BLVD

SALE AMOUNT $1200.00

FEES PAID

ZONING
1001-1521-440401-4003-- $1,200.00

TOTAL FEES PAID $1,200.00

DATE PAID: 2/13/2020
PAID BY: ARIANA BRENDEL
PAYMENT METHOD: VISA 05530D
February 13, 2020

McDowell Housing Partners
Attn: Ariana Brendle
601 Brickell Key Drive, Suite 700
Miami, FL 33131

Re: ZVL20-0022 – 2800 S. MacArthur Blvd. (DCAD #65130101010060000)

To Whom It May Concern:

The above referenced property within the City of Irving, Texas, as shown on the attached map, is currently zoned, to the best of our knowledge, S-P-2 (Generalized Site Plan) district for Residential Land Use and Open Space uses per Ordinance No. 3496, approved by the Irving City Council on June 16, 1980, per zoning case #80-2474.

A copy of the adopting ordinance, the site plan, and the Multifamily Development Standards are included with the hard copy of this letter.

No other overlay districts, exceptions or variances apply to this property. Information concerning Certificates of Occupancy may be obtained from the Building Inspections Department at 972-721-2371. Information regarding any code violations may be obtained from the Code Enforcement Department at 972-721-4829.

Although the facts set forth in this letter are believed to be accurate, neither the City nor any of its officers, agents, employees or elected officials warrant, insure or in any way guarantee the accuracy of the matters stated, and no liability is assumed by the City of Irving or any of its officers, agents, employees or elected officials to any other party who might receive the contents of this letter. Please be aware that zoning does not constitute a vested right in the property, and that the zoning and the Zoning Ordinance may be changed by the City Council after public hearings required by State law and City ordinance. Please note that staff does not verify compliance with the approved zoning. Please contact me at (972) 721-3748 or sday@cityofirving.org if you have any questions.

Sincerely,

Stacy Day
Senior Planner
This map complies with FEMA’s standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA’s basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/20/2020 at 3:27:22 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
EE/PK/KG School Map

Lakeview Preserve
2800 S Macarthur Blvd
Irving, Texas
Elementary School Map

Lakeview Preserve

2800 S Macarthur Blvd
Irving, Texas
Middle School Map

Lakeview Preserve

2800 S Macarthur Blvd
Irving, Texas
High School Map

Lakeview Preserve

2800 S Macarthur Blvd
Irving, Texas
Texas Education Agency
2019 Accountability Ratings Overall Summary
KINKEADE EARLY CHILDHOOD (057912163) - IRVING ISD

This campus is paired with HALEY J EL (057912106)

<table>
<thead>
<tr>
<th>Accountability Rating Summary</th>
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<tbody>
<tr>
<td>Component</td>
</tr>
<tr>
<td>Overall</td>
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<tr>
<td>Student Achievement</td>
</tr>
<tr>
<td>STAAR Performance</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
</tr>
<tr>
<td>Graduation Rate</td>
</tr>
<tr>
<td>School Progress</td>
</tr>
<tr>
<td>Academic Growth</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 85.1%)</td>
</tr>
<tr>
<td>Closing the Gaps</td>
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</table>
## 2018 Accountability Ratings Overall Summary

### KINKEADE EARLY CHILDHOOD (057912163) - IRVING ISD

<table>
<thead>
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<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>84</td>
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</tr>
</tbody>
</table>

### Student Achievement

- Not Rated

**STAAR Performance**
- Not Rated

**College, Career and Military Readiness**
- Not Rated

**Graduation Rate**
- Not Rated

### School Progress

- Not Rated

**Academic Growth**
- Not Rated

**Relative Performance (Eco Dis: 81.1%)**
- Not Rated

### Closing the Gaps

- Not Rated

### Notes:
- This campus is paired with HALEY J EL (057912106)

### Distinction Designations

- **ELA/Reading**          | Not Eligible
- **Mathematics**          | Not Eligible
- **Science**              | Not Eligible
- **Social Studies**       | Not Eligible
- **Comparative Academic Growth** | Not Eligible
- **Postsecondary Readiness** | Not Eligible
- **Comparative Closing the Gaps** | Not Eligible
## Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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</thead>
<tbody>
<tr>
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<td>STAAR Performance</td>
<td></td>
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<tr>
<td>College, Career and Military Readiness</td>
<td>46</td>
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<td><strong>Graduation Rate</strong></td>
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<td><strong>School Progress</strong></td>
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<td>Academic Growth</td>
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<tr>
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<td>C</td>
</tr>
</tbody>
</table>

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
## 2018 Accountability Ratings Overall Summary

**TOWNLEY EL (057912120) - IRVING ISD**

<table>
<thead>
<tr>
<th>Component</th>
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<td>College, Career and Military Readiness</td>
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<td>Graduation Rate</td>
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</table>

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
## Texas Education Agency

2019 Accountability Ratings Overall Summary

BOWIE MIDDLE (057912041) - IRVING ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<tbody>
<tr>
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<td>Graduation Rate</td>
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<td>Social Studies</td>
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<td>Comparative Academic Growth</td>
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<td>Postsecondary Readiness</td>
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## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

**BOWIE MIDDLE (057912041) - IRVING ISD**

<table>
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<tr>
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<td>College, Career and Military Readiness</td>
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<td>Graduation Rate</td>
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<td></td>
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<tr>
<td><strong>School Progress</strong></td>
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<td>Met Standard</td>
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<td>Academic Growth</td>
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<td>Relative Performance (Eco Dis: 79.7%)</td>
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</table>

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

**NIMITZ H S (057912004) - IRVING ISD**

### Accountability Rating Summary

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### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

<table>
<thead>
<tr>
<th>ELA/Reading</th>
<th>Mathematics</th>
<th>Science</th>
<th>Social Studies</th>
<th>Comparative Academic Growth</th>
<th>Postsecondary Readiness</th>
<th>Comparative Closing the Gaps</th>
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<tr>
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### Texas Education Agency

#### 2018 Accountability Ratings Overall Summary

**NIMITZ H S (057912004) - IRVING ISD**

<table>
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<td><strong>Student Achievement</strong></td>
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<tr>
<td>STAAR Performance</td>
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<td>71</td>
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<td>College, Career and Military Readiness</td>
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<td>Met Standard</td>
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<td>Relative Performance (Eco Dis: 69.0%)</td>
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<td>75</td>
<td>Met Standard</td>
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</table>

#### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Site Info Form Part II
Part 1 entries are related to Concerted Revitalization Plan and Opportunity Index points are not requested. If yes, skip down to select amenities under Urban or Rural, as applicable.

1. **Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]**

   **X** Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.

   **AND**

   - The census tract has a median household income rate in the two highest quartiles within the region (2 points).
   - The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as (but not limited to) highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

   Contiguous Census Tract # **48113015204**

   Contiguous Tract Quartile **2nd**

   **X** Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

   **public transportation route (1 point)**
   **A or B-rated public school (1 point)**
   **pharmacy (1 point)(1 mile)**
   **health-related facility (1 point)(3 miles)**
   **licensed center serving children (1 point)(2 miles)**
   **university or community college (1 point)(5 miles)**
   **outdoor recreation facility available to public (1 point)(1)**
   **delivered meals service (1 point)**

   **X** Development is Rural or USDA and Development Site is within the required distance of eligible amenities and/or services pursuant to §11.9(c)(4)(B)(ii) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

   **X** No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.

   Application is seeking points for Opportunity Index.

   Total Points Claimed: **7**

   If necessary, provide a brief summary of how the Development Site is justifying the points selected:

   [Blank space for summary]

2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

   Applications may qualify for up to five (5) points for proposed Developments located in ONE of the following areas:

   - Wholly or partially within a Colonia (2 points);
     (Note: Not eligible if application qualifies for Opportunity Index points)
   - Entirely within the boundaries of an Economically Distressed Area (1 point);
     (Note: Not eligible if application qualifies for Opportunity Index points)
   - Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the
For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

Yes

Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

**Contiguous Census Tract #**

<table>
<thead>
<tr>
<th>48113015205</th>
<th>48113015000</th>
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</thead>
<tbody>
<tr>
<td>48113014901</td>
<td>48113015204</td>
</tr>
<tr>
<td>48113014902</td>
<td>48113015206</td>
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</table>

Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

### Total Points Claimed:

5

### Proximity to Job Areas (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]

#### A. Proximity to the Urban Core

- [X] Application is not in the At-Risk Set-Aside; AND
- [X] Population of Place is 190,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. (6 points) OR
- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)

#### OR

#### B. Proximity to Jobs (select one)

- [ ] Application is not in the At-Risk or USDA Set-Aside; AND
- The Development is located within 1 mile of 16,500 jobs. (6 points)
- The Development is located within 1 mile of 13,500 jobs. (5 points)
- The Development is located within 1 mile of 10,500 jobs. (4 points)
- The Development is located within 1 mile of 7,500 jobs. (3 points)
- The Development is located within 1 mile of 4,500 jobs. (2 points)
- The Development is located within 1 mile of 2,000 jobs. (1 point)

### Total Points Claimed:

6

### Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]

#### Region:

- [ ] 3 Urban

No Application is seeking points for a Concerted Revitalization Plan ("CRP"). (up to 7 points)

No points were claimed for Opportunity Index.

Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.

The CRP Packet has been completed and is included behind Tab 10.

### Total Points Claimed:

0

### Declared Disaster Area (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]

- [X] Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3). (10 points)

### Total Points Claimed:

10
6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

**Application meets all of the following requirements: (5 points)**

- Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within three years preceding December 1, 2019.
- Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.
- Application includes acknowledgement from all lenders and the syndicator of the required closing date.
- Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020.
- Application includes evidence that appropriate zoning will be in place at award.
- Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2020.
- Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
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</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
Site Info Part II – Supporting Documents
Supporting Documentation for the Site Information Form Part II

### Opportunity Index (Competitive HTC and Direct Loan Only)
- Map with Development Site boundaries indicated, relative to census tract boundaries.
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts.
- Map(s) of Community Assets with Development, radius, and each asset labeled.
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements.
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.

**NOTE:** Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activities.

- Print-out from DFPS website confirming daycare licensed to serve relevant age groups.
- Print-out from THECB website confirming accreditation of university or community college.

### Evidence of Underserved Area (Competitive HTC and Direct Loan Only)
- Evidence from Attorney General of Colonia boundaries.
- Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure.
- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
- Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years.
- Map showing development site boundaries, relative to EDA boundaries.

### For Other Items:
- Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the “Board Approval” column of the Property Inventory tab of the Site Demographic Characteristics report posted on the Department’s website.
- Map with Development Site boundaries indicated, relative to census tract boundaries.
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable.
- Evidence Development was placed in service 25 or more years ago.
- Evidence Development is still occupied. Submit any rent roll separate from the Application.
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab.

### Proximity to Job Areas (Competitive HTC Only)

**Proximity to Urban Core**
- Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.

**OR**

**Proximity to Jobs**
- US Census’ OnTheMap report, the 2017 data set, indicating date data was retrieved is as of October 1 before Pre-Application Final Delivery Date. (See the 2020 Application Manual for directions)

### Concerted Revitalization Plan (Competitive HTC Only)
Declared Disaster Area: (Competitive HTC Only)

The county in which the Development Site is located is listed on the 2020 List of Declared Disaster Areas (no further documentation is required)

Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov't Code §418.014 at any time within the two-year period preceding the date of Application submission.

Readiness to Proceed (Competitive HTC Only)

Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance at some point since December 1, 2016 (only required if county is not included on the list and Applicant believes it should be).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence allow the Applicant to meet the requirements.
Census Tract Map
Lake Preserve
2800 S Macarthur Blvd
Irving, Texas
Lakeview Preserve is adjacent to a Q2 census tract.
Tract Boundary Image - South Macarthur Boulevard across from Sea Isle Drive
Community Assets

Lakeview Preserve
2800 S MacArthur Blvd
Irving, Texas

Public Transport: Route 840
Pharmacy: Walgreens
Health: Baylor Scott and White Medical Center
Childcare: Childcare Network
University: University of Dallas
Outdoor Rec: Shady Grove Trail Park
Meals Service: VNA Meal on Wheels
Rated School: Nimitz High
FLEX Service

Route 840 - Downtown Irving/Heritage Crossing FLEX

Note: Each schedule and map opens in a new separate window. PDF files can be viewed using Adobe’s free Acrobat Reader.

Route 840 - Downtown Irving/Heritage Crossing FLEX serves an area bounded roughly by Elaine on the west, Parkside on the north, Nursery on the east, and Hunter Ferrell and Oakdale on the south. Hours of operation are 5:30 a.m.-8:36 p.m. weekdays, and 7 a.m.-6:36 p.m. on weekends.

Vans follow a fixed route (see map) in both a clockwise and counter-clockwise direction, leaving Downtown Irving/Heritage Crossing Station on the hour and half hour from 6:30 a.m. and 3-6 p.m. on weekdays and hourly at other times and on Saturdays.

Passengers requesting FLEX service may do so by calling the number below at least one hour prior to the desired trip. Operators will no longer accept walk-up FLEX requests. Approval of FLEX requests will depend upon ridership, traffic, and timing of other requests.

To make a Downtown Irving/Heritage Crossing FLEX reservation, call: 214-452-1825.

(NOTE: When using DART’s automated Customer Service line - 214-979-1111 - information on Downtown Irving/Heritage Crossing FLEX may be obtained by accessing Route 840.)

Service to:
- Downtown Irving/Heritage Crossing Station
- Story Road
- Senter

Schedules:
- Weekday Southbound Schedule
- Weekday Northbound Schedule
- Saturday Southbound Schedule
- Saturday Northbound Schedule

No Sunday Service
No Holiday Service on days observed for Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. A Saturday schedule will be operated the day after Thanksgiving.
Walgreens - Store #4054
1050 W SHADY GROVE RD
Irving, TX 75060
Cross streets: MACARTHUR & SHADY GROVE
972-254-0305

Store & Shopping
Open until 12am

Search Products
Search by keyword or item #

View deals
Weekly Ad
Discover this week’s deals, savings, and bonus buys at this store.

Coupons
Now you can save even more with coupons that clip straight to your Balance® Rewards card.

Browse Categories

- Beauty
- Personal Care
- Medicine Treatment

Directions
Make this your store
View stores nearby
Pharmacy

**Open** until 9pm

**Regular Hours**
- Mon-Fri: 9am - 9pm*
- Sat: 9am - 6pm*
- Sun: 10am - 6pm*

Drive-thru service available*

*Pharmacy closed 1:30 - 2pm for meal break

**Holiday Hours**
- Wed Jan 01 (New Year's Day): Closed

Prescriptions

116 years of experience and still innovating how you fill prescriptions

[Refill prescriptions]

Faxing a prescription? Your health care provider will need to call the pharmacy for the fax number.

Vaccinations

Schedule an appointment or walk in
- Flu
- Pneumonia
- Tdap

See all vaccinations at this store

Other Pharmacy Services

Health Tests: Blood Pressure

Meet your store pharmacy team
- Suleiman M.
  - Pharmacy Manager
  - Years with Walgreens: 14

See all pharmacy staff members

Ask About Prescription Flavoring

Our prescription flavoring service, FLAVORx, is available for $2.99 at all Walgreens and Duane Reade pharmacies. Flavoring masks unpleasant tastes and can help children take their medicine.¹

Learn more

¹ Not all prescriptions can be flavored. Ask your local Walgreens pharmacy team for more details.
Baylor Scott & White Medical Center
Irving

Visit Us

Address
1901 N MacArthur Blvd
Irving, TX 75061
Directions

Hours
Open 24 Hours

Contact
972.579.8100
Phone directory

Tools & Resources

Our services are designed with you in mind so managing your healthcare needs is as simple as possible.

Parking
Dining Options
Gift Shops
Concierge Desks
ATMs
Spiritual Care
Visiting a Patient

Parking
Free Parking on the Hospital Campus
- Parking in front of hospital
- Parking in front of MOB I and MOB II
- Parking at the Emergency Department
- Parking in the Visitors/Patients Parking Garage behind MOB II and Conference Center
Community Involvement

Our Ministry of Healing

For more than a century, Baylor Scott & White Health has existed to be a Christian ministry of healing and to serve all people through exemplary healthcare, education, research and community services. This includes providing care to those without health coverage or the means to pay.

As a not-for-profit health system, we use revenue over expenses to improve the health of the community. Our business is healing, and we have positioned ourselves in Texas as not only a provider of quality healthcare, but also as a business that truly cares about people.

REPORT TO THE COMMUNITY

Discover how we are changing to create a healthier future for patients across Texas in our Baylor Scott & White Health Report to the Community.
How we identify community health needs

It's important for Baylor Scott & White to be aware of the health status of the community to provide the greatest benefit to those in need. Through a community health needs assessment, we identify areas of need where we can extend a helping hand.

How we respond to community health needs

At Baylor Scott & White, we are committed to enhancing the health of the communities we serve through outreach efforts focused on quality, compassionate care. By investing in valuable programs and services for the uninsured, underserved and most at-risk populations, we’re building healthier communities and strengthening lives in Texas.

Community benefit reports

Baylor Scott & White Health exceeds all state and federal legal requirements mandating the provision of community benefit by tax-exempt, not-for-profit healthcare organizations. We
## Child Care Search Result Details

### Operation Details

You may click on the question mark image (?) to view the [Frequently Asked Questions (FAQ)] page.

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>1509507</th>
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<tr>
<td>Operation Type:</td>
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<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
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<tr>
<td>Operation/Caregiver Name:</td>
<td>Childcare Network #170</td>
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</table>
| Location Address:     | 2020 S MACARTHUR BLVD  
                        | IRVING, TX 75060 |
| Mailing Address:      | 2020 S MACARTHUR BLVD  
                        | IRVING, TX 75060 |
| Phone Number:         | 972-790-2225 |
| County:               | DALLAS |
| Website Address:      | www.childcarenetwork.net |
| Email Address:        | cni170@childcarenetwork.com |
| Administrator/Director Name: | Mindy Enríquez |
| Type of Issuance:     | Full Permit |
| Issuance Date:        | 3/14/2013 |
| Permit Renewal Due By Date: | 3/14/2021 |
| Conditions on Permit:  | No |
| Accepts Child-Care Subsidies: | Yes |
| Hours of Operation:   | 06:00 AM-06:30 PM |
| Days of Operation:    | Monday - Friday |
| Total Capacity:       | 196 |
| Licensed to Serve Ages: | Infant, Toddler, Pre-Kindergarten, School |
| Total Capacity:       | 196 |
| Number Of Admin Penalties: | 2 |
| Corrective Action:    | No |
| Adverse Action:       | No |
| Temporarily Closed:   | No |

### Five Year Inspection Summary

- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes are inspected at least once every two years. Listed Family Homes are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.

- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.
In the last five years, Licensing conducted the following:

- 35 - Inspections
- 0 - Assessments
- 12 - Self Reported Incidents
- 8 - Reports

*Click on the inspection type to see additional details related to each inspection.*

There are many standards that an operation must comply with; the total number varies for each type of operation. An operation or home is generally given an opportunity to correct deficiencies and has the right to request a review of a deficiency. Deficiencies pending review are not included in the Five year history.

**Five Year Compliance Summary**

- During the last five years, 2904 standards were evaluated for compliance at this operation.

- Of the standards evaluated 53 deficiencies were cited.

*Click on the number of deficiencies to see additional details.*

Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember; weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

- The weights of the standard deficiencies cited in the past five years are as follows:

  15 were weighted as **High**
  23 were weighted as **Medium - High**
  8 were weighted as **Medium**
  2 were weighted as **Medium - Low**
  5 were weighted as **Low**

*Click on the weight to see additional details about each deficiency.*
<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abilene Christian University</td>
<td>Phil Schubert, President</td>
<td>(325) 674-2412</td>
</tr>
<tr>
<td>Amberton University</td>
<td>Melinda Reagan, President</td>
<td>(972) 279-6511</td>
</tr>
<tr>
<td>Austin College</td>
<td>Marjorie Hass, President</td>
<td>(903) 813-3001</td>
</tr>
<tr>
<td>Baylor University</td>
<td>Judge Ken Starr, Chancellor/President</td>
<td>(254) 710-3555</td>
</tr>
<tr>
<td>Concordia University Texas</td>
<td>Thomas Cede, President</td>
<td>(512) 313-3000</td>
</tr>
<tr>
<td>Dallas Baptist University</td>
<td>Adam C. Wright, President</td>
<td>(214) 333-5130</td>
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<tr>
<td>East Texas Baptist University</td>
<td>Lawrence Ressler, Interim President</td>
<td>(903) 923-2222</td>
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<tr>
<td>Hardin-Simmons University</td>
<td>Larry Hall, President</td>
<td>(325) 679-1226</td>
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<tr>
<td>Houston Baptist University</td>
<td>Robert Sloan, Jr, President</td>
<td>(281) 648-3450</td>
</tr>
<tr>
<td>Howard Payne University</td>
<td>William (Bill) Ellis, President</td>
<td>(325) 649-8000</td>
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<tr>
<td>Houston-Tillotson University</td>
<td>Dr. Colette Pierce Bumette, President</td>
<td>(512) 505-3001</td>
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<tr>
<td>Jarvis Christian College</td>
<td>Lester Newman, President</td>
<td>(903) 730-4900</td>
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<tr>
<td>LaTourneau University</td>
<td>Dale Lunsford, President</td>
<td>(903) 223-3100</td>
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<tr>
<td>Lubbock Christian University</td>
<td>L. Tim Perrin, Chancellor</td>
<td>(806) 720-7127</td>
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<tr>
<td>McMurry University</td>
<td>Sandra Harper, President/CEO</td>
<td>(325) 793-3301</td>
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<tr>
<td>Our Lady of the Lake University of San Antonio</td>
<td>Jane Ann Slater, President</td>
<td>(210) 431-3950</td>
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<tr>
<td>Paul Quinn College</td>
<td>Michael Suire, President</td>
<td>(214) 379-0010</td>
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<tr>
<td>Rice University</td>
<td>David Leeleon, President</td>
<td>(713) 348-0000</td>
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<tr>
<td>Schreiner University</td>
<td>Charlie T. McCormick, President</td>
<td>(830) 792-7348</td>
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<tr>
<td>South Texas College of Law Houston</td>
<td>Donald Guler, President/Dean</td>
<td>(713) 869-8040</td>
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<tr>
<td>Southern Methodist University</td>
<td>Gerald Turner, President</td>
<td>(214) 768-3300</td>
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<tr>
<td>Southwestern Adventist University</td>
<td>Ken Shaw</td>
<td>(817) 202-6202</td>
</tr>
<tr>
<td>University of Dallas</td>
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<tr>
<td><strong>1845 E. Northgate Dr.</strong></td>
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<tr>
<td>Irving, TX 75062-4758</td>
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<tr>
<td>Thomas Keefe</td>
<td></td>
<td></td>
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<tr>
<td>President</td>
<td></td>
<td></td>
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<tr>
<td>(972) 721-5203</td>
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**University of the Incarnate Word**
14301 Broadway, P.O. Box 303
San Antonio, TX 78209
Louis Agnese, Jr., President
(210) 629-3900

**Wayland Baptist University**
1900 W. 7th Street
Plainview, TX 79072-6966
Bobby Hall, President
(806) 291-3400

**Wiley College**
711 Wiley Avenue
Marshall, TX 75670-5199
Herman J. Fellon, Jr., President
(903) 627-3200
Undergraduate programs in the arts, humanities, sciences and business.

From art to computer science, from biology to the classics, from drama to theology, the University of Dallas offers a wide variety of rigorous academic programs designed around the ideals of a liberal education. The foundation of our undergraduate academic program is the Core curriculum, a series of 19 courses in philosophy, history, literature, science, theology, mathematics, politics, economics, language and fine arts taken by all undergraduates. A main feature of the Core is its focus on primary texts. In reading the greatest thinkers of Western civilization, students maintain a dialogue with the past that helps them understand the world in which they live today.

### Academic Majors, Concentrations & Programs

<table>
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<th>Program</th>
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</table>
Facilities

Feature Overview

View all facilities

Shady Grove Trail Park

Documents

Shady Grove Trail Park Map (PDF)

Other Link

Facility Rentals

Features

- Basketball Court
- Benches
- Grill
- Lake or Stream
- Playground
- Pond
- Shelter or Building
- Three Shelters
- Trails
- Two Sandlot Fields
- Water Fountain

Shady Grove Trail Park
799 W. Vilbig St.
Irving, TX 75060

Rating

This facility has not yet been rated.
VNA Meals on Wheels helps seniors maintain independence in their homes by providing daily nutritious meals and social contact, thereby decreasing medical costs associated with malnutrition, dehydration, falls and isolation. Our approach to deliver "more than a meal"—but also a connection to the outside world—creates a safety net that reduces medical costs and allows seniors to live a nourished life in their own home.

HIDDEN HUNGRY

VNA Meals on Wheels clients are the hidden hungry—homebound, aging and unable to access resources like food banks and grocery stores. Over 67% of our clients are women over the age of 60 who live alone and cannot prepare or access proper nutrition to help them safely maintain their independence at home. They are the frailest among us. They have limited ability to purchase or prepare meals and have little or no support from family or caregivers. Faced with mounting medical bills and rising housing and utility costs, many of these seniors have to choose between food, medications and rent.

JOURNEY OF A MEAL

At 5 a.m. each weekday, more than 5,650 meals are prepared in VNA Haggerty Kitchen — the country’s largest single-site provider of meals to homebound seniors. Individual meals are specially packed and delivered to 22 sites in Dallas County by 10 a.m. Our dedicated drivers pick up meals at 10:30 a.m., and deliver hot meals and smiles to 12-14 seniors each day. The daily schedule averages 300 routes and 200 drivers, of which half are volunteers. In Fiscal Year 2017 more than 7,000 unduplicated individuals received 1,602,502 home-delivered meals.
Texas Education Agency
2019 Accountability Ratings Overall Summary
NIMITZ H S (057912004) - IRVING ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Component Score</th>
<th>Scaled Score</th>
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<tbody>
<tr>
<td>Overall</td>
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<tr>
<td>Student Achievement</td>
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<td>STAAR Performance</td>
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<td>College, Career and Military Readiness</td>
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<td>Academic Growth</td>
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<td>Relative Performance (Eco Dis: 66.4%)</td>
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<tr>
<td>Closing the Gaps</td>
<td>62</td>
<td>78</td>
<td>C</td>
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Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Underserved Area Map

48113015100 has no HTC Developments

Lakeview Preserve
2800 S Macarthur Blvd
Irving, Texas
Irving City Limits Map

Lakeview Preserve
2800 S Macarthur Boulevard
Irving, Texas
Contiguous Census Tracts have no HTC Developments

Lakeview Preserve
2800 S Macarthur Boulevard
Irving, Texas

Site
HTC Developments
Census Tract 48113015100
Contiguous Census Tracts
Texas Census Tracts
Lakeview Preserve Census Tract Site Demo Search

Census Tract 48113015100 has no HTC developments
Lakeview Preserve Census Tract Site Demo Search

Census Tract 48113014901 has no HTC developments
Lakeview Preserve Census Tract Site Demo Search

Census Tract 48113014902 has no HTC developments
Lakeview Preserve Census Tract Site Demo Search

Census Tract 48113015000 has no HTC developments
Lakeview Preserve Census Tract Site Demo Search

Census Tract 48113015204 has no HTC developments.
Lakeview Preserve Census Tract Site Demo Search

Census Tract 48113015205 has no HTC developments
Lakeview Preserve Census Tract Site Demo Search

Census Tract 48113015206 has no HTC developments
Urban Core Map

Lakeview Preserve

2800 S Macarthur Boulevard
Irving, Texas
Evidence of Regularly Scheduled Meetings

Irving City Hall Google Maps Link
City Council Meetings, Agendas & Minutes

- **2020 City Council Meeting Dates**
- Held on designated Thursdays at 7 p.m.
- **City Council Chambers**
  825 W. Irving Blvd.
  Irving, TX 75060
- Watch online on ICTN.tv (live) or ICTN On Demand.

**CURRENT CITY COUNCIL AGENDAS**

- City Council Work Session
  - January 29
- Joint meeting, City Council and Firemen’s Relief and Retirement Fund
  - January 29
- Work session packet
  - January 29
- City Council Agenda
  - January 30

**CONTACT US**

RICK STOPFER
Mayor
Email

CITY COUNCIL MEMBERS
Email the City Council

City Hall
825 W. Irving Blvd.
Irving, TX 75060

Phone: (972) 721-2410
Fax: (972) 721-2384

**HELPFUL COUNCIL MEETING RESOURCES**

- Rules of Procedure, Amended 11-12-14 (PDF)
Residents are welcome to attend Council Work Sessions and City Council meetings held at Irving City Hall, 825 W. Irving Blvd.

<table>
<thead>
<tr>
<th>Work Session - 1:00 p.m.</th>
<th>Council Meeting - 7:00 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 15</td>
<td>January 16</td>
</tr>
<tr>
<td>January 29</td>
<td>January 30</td>
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<tr>
<td>February 12</td>
<td>February 13</td>
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<tr>
<td>February 26</td>
<td>February 27</td>
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<td>March 18</td>
<td>March 19</td>
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<tr>
<td>April 1</td>
<td>April 2</td>
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<tr>
<td>April 15</td>
<td>April 16</td>
</tr>
<tr>
<td>May 6</td>
<td>May 7</td>
</tr>
<tr>
<td>* May 20 - Budget and Strategic Planning meeting (No Work Session meeting)</td>
<td></td>
</tr>
<tr>
<td>June 3</td>
<td>June 4</td>
</tr>
<tr>
<td>June 24</td>
<td>June 25</td>
</tr>
<tr>
<td>July 15</td>
<td>July 16</td>
</tr>
<tr>
<td>July 29</td>
<td>July 30</td>
</tr>
<tr>
<td>August 19 Budget Retreat Meeting</td>
<td>August 20 Work Session at 1 p.m.</td>
</tr>
<tr>
<td>August 20 Council Meeting at 7:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>September 2</td>
<td>September 3 - First Budget/Tax Rate Hearing</td>
</tr>
<tr>
<td>No Work Session meeting</td>
<td>September 10 - Second Budget/Tax Rate Hearing</td>
</tr>
<tr>
<td>September 16</td>
<td>September 17 - Budget/Tax Rate Adoption</td>
</tr>
<tr>
<td>October 7</td>
<td>October 8</td>
</tr>
<tr>
<td>October 21</td>
<td>October 22</td>
</tr>
<tr>
<td>November 11</td>
<td>November 12</td>
</tr>
<tr>
<td>December 9</td>
<td>December 10</td>
</tr>
</tbody>
</table>

*Check website for date(s) and times for Budget and Strategic Plan Review and Budget Retreat meeting; there will not be a work session or council meeting that week.
AGENDA
Irving City Council Regular Meeting
Thursday, January 30, 2020 at 7:00 PM
City Hall, First Floor, Council Chambers
825 W. Irving Blvd., Irving, Texas 75060

Organizational Service Announcements

Invocation
Pastor Keith Luttrell, Christ Church

Pledge of Allegiance

Proclamations and Special Recognitions

Citizens’ Forum
Citizens are invited to speak for three (3) minutes on matters relating to City government and on items not listed on the regular agenda.

Public Hearing: Items 1 through 26

CITY COUNCIL AGENDA

1  City Operations Update
   - Delaware Creek Improvements Update

CONSENT AGENDA

2  Approving Work Session Minutes for Wednesday, January 15, 2020

3  Approving Regular Meeting Minutes for Thursday, January 16, 2020

4  Resolution -- Approving the Acquisition of a Vacant Lot on Lot 24, Block A, of Las Brisas Town Homes Addition, Located at 4236 Nia Drive in the Amount of $71,126.98

This meeting can be adjourned and reconvened, if necessary, the following regular business day.

Any item on this posted agenda could be discussed in executive session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and section 551.087 of the Texas Government Code.

A member of the public may address the City Council regarding an item on the agenda either before or during the Council’s consideration of the item, upon being recognized by the presiding officer or the consent of the Council.

This facility is physically accessible and parking spaces for the disabled are available. Accommodations for people with disabilities are available upon request. Requests for accommodations must be made 48 hours prior to the meeting. Contact the City Secretary’s Office at 972-721-2493 or Relay Texas at 7-1-1 or 1-800-735-2988.
Site Info Form Part III
1. **Site Acreage**

Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control: 8.876</th>
<th>Site Plan: 8.876</th>
<th>Appraisal: NA</th>
<th>ESA: 8.876</th>
</tr>
</thead>
</table>

(*) Should equal acreage indicated in site control documents less acreage intended to be dedicated, sold or used for public purpose and not to be encumbered by LURA (net acreage). The net acreage will be used for calculating density for all purposes.

**Please provide an explanation of any discrepancies in site acreage below:**

Describe any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development. Explain ALL factors that may affect the probability of the engineer’s or architect’s site plan actually being the final size of the development site.

2. **Site Control [10 TAC §11.204(10)]**

The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Property Acquisition, Inc.</td>
<td>James Cornelius</td>
</tr>
<tr>
<td>1601 Elm Street, Suite 3500</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>1601 Elm Street, Suite 3500</td>
<td>Dallas</td>
<td>TX</td>
<td>75201</td>
<td>10/3/95</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

If "Yes," please explain:

*If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.*

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?

Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>None - Property acquired by current seller in 1995</td>
<td>none</td>
</tr>
</tbody>
</table>

**Site Control is in the form of:**

- [X] Contract for sale.
- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.
- [X] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [ ] The Property has the following encumbrance(s):

**Expiration of Contract or Option:** 9/30/20  
**Anticipated Closing Date:** 9/30/20

**If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:**

-[Ground lease, condominium, master lease, etc. ]

3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**

Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:

- [ ] Evidence of an easement, leasehold, or similar documented access; and
Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

4. **Re-platting or Vacating Requirement [10 TAC §11.204(10)(E)]**
   
   na  Control of the entire proposed Development Site requires that a plat or right of way be vacated, and evidence that the vacation/re-platting process has started is included.

5. **30% increase in Eligible Basis "Boost [9% and 4% HTC Only] [10 TAC §11.4(c)]**

   Development qualifies for the boost for:
   - Qualified Census tract that has less than 20% HTC Units per household
   - New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab R †*
     
     *Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

   - Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments
   - Development is located in a Small Area Difficult Development Area (SADDA)
   - Rural Development *(Competitive HTC only)*
   - Development is entirely Supportive Housing *(Competitive HTC Only)*
   - Development meets the criteria for the Opportunity Index as identified §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
   - Development elects to restrict 10% of units at 30% AMI. These units may not be used to meet any scoring criteria, or used to meet any Multifamily Direct Loan program requirement *(Competitive HTC only)*
   - Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT *(Competitive HTC only)*
   - Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). *(Competitive HTC only)*

   **If a revised form is submitted, date of submission:**
Site Info Part III – Supporting Documents
### Site Control Documentation

- **Evidence of Site Control as described in 10 TAC §11.204(10)**
  - [x] Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).

- **Ingress/Egress and Easements**
  - [ ] Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

- **Re-platting or Vacating Requirement**
  - [ ] Documentation required by 10 TAC §11.204(10)(E) is included, as applicable.

- **Title Commitment or Policy**
  - [x] Documentation required by 10 TAC §11.204(12) is included.

### Increase in Eligible Basis (30% Boost)

- [ ] Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- [ ] Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.
- [x] SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.
- [ ] Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at: [https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx](https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx)
ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

The parties to this Agreement are: MCDOWELL ACQUISITIONS, LLC, a Delaware limited liability company (hereinafter the "Assignor") and MHP Region 3 II, LLC, a Texas limited liability company, (hereinafter the "Assignee").

RECITALS:

A. Assignor entered into a Purchase and Sale Agreement ("the Agreement") with COUNTY PROPERTY ACQUISITION, INC., a Texas Corporation (the “Seller”), effective January 6th, 2020, for the purchase of certain property (hereinafter the "Property") in Dallas County, Texas.

B. Assignor desires by this Agreement to assign all of its rights, title, and interest in and to the Purchase and Sale Agreement to Assignee subject to the terms of the Agreement.

TERMS:

In consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. Assignor assigns to Assignee all of its rights, title and interest in the Agreement as of February 18, 2020 (hereinafter the "Effective Date") and it is expressly understood and agreed between the parties that said Assignment is conditioned upon the terms hereof.

2. Assignee hereby assumes and agrees to be bound by and perform all covenants, conditions, obligations, and duties of Assignor under the Agreement from and after the Effective Date, and Assignor shall be relieved of any such performance thereunder as a result of this Agreement.

3. Assignor represents and covenants that the Agreement is in full force and effect, that Assignor's interest therein is free and clear of all encumbrances, and that Assignor has fully performed all covenants and obligations under the Agreement and has not done or permitted any acts in violation of the covenants contained in the Agreement.

4. Assignee agrees and covenants that Assignor shall have access to the Premises and shall have the right to perform any work required of Assignor.

5. Assignee agrees that it has inspected the Premises and hereby agrees to take the Premises in the condition existing upon the Effective Date.

6. Nothing in this Agreement shall be deemed to waive or modify any of the provisions of the Agreement.

7. The provisions of this Agreement shall bind and inure to the benefit of the, successors and assigns of the parties hereto.

8. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

9. Facsimile of electronic signatures shall be deemed originals for all purposes and shall be binding on each party.

10. Assignee shall indemnify and hold Assignor harmless for any matters occurring after the Effective Date against all claims, inquiry, damages, less and liability, cost and expenses
(including attorney’s fees, costs and expenses) of any and every kind to any person or property by reason of (i) construction, (ii) operation and maintenance of the Premises, or (iii) any other matter arising in connection with the Agreement, Assignor or the development of the Premises. Assignor shall not be entitled to be indemnified against matters which are solely attributable to the Assignor’s actions.

[Signatures contained on page 3]
This Agreement has been entered into by the parties this 18th day of February, 2020.

ASSIGNOR:

MCDOWELL ACQUISITIONS, LLC, a Delaware limited liability company

By: McDowell Properties, a California corporation, its Manager

By: [Signature]

Chuck Koslosky, CFO - Treasurer

ASSIGNEE:

MHP Region 3 II, LLC, a Texas limited liability company

By: MHP Region 3 II Member, LLC, its manager

By: [Signature]

Christopher Shear, VP
AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") is made and entered into by and between COUNTY PROPERTY ACQUISITION COMPANY, INC., a Texas corporation ("Seller"), and MCDOWELL ACQUISITIONS, LLC, a Delaware limited liability company ("Purchaser").

WITNESSETH:

ARTICLE I -- GENERAL

1.1 Agreement to Sell and Purchase. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and upon and subject to the terms and conditions hereinafter set forth, all of the following described property (hereinafter referred to collectively as the "Property"): (a) That certain tract or parcel of land (the "Land") containing 8.876 acres, more or less, lying and being situated in Irving, Dallas County, Texas, and being more particularly described on Exhibit "A", attached hereto, SAVE AND EXCEPT, however, and there shall be expressly reserved to Seller, and Seller's successors and assigns forever,

(i) to the extent not previously reserved or conveyed, all oil, gas, and other minerals of every kind or character (whether similar or dissimilar to the foregoing) in, on, under or that may be produced from the Land and every part thereof (the "Reserved Mineral Interest"). Notwithstanding the foregoing, Seller for itself and its successors and assigns, mortgagees, lessees and licensees, will waive, release, relinquish and surrender forever all use of the surface of the Land in connection with the Reserved Mineral Interest, including, without limitation, the right to enter upon the Land for purposes of exploring for, developing, drilling, producing, treating, storing or transporting oil, gas or other minerals, or for any other purpose incident thereto and the right to place or maintain any structures, improvements, equipment or pipelines in, on, across the surface or within 500 feet under the surface of the Land, or to install any fixtures or facilities on the surface of the Land; provided however that such surface use waiver shall not prohibit subterranean underground directional drilling or horizontal drilling activities that begin upon and are conducted from the surface of real property other than the Land, provided that all such drilling activities at all times penetrate the Land at least five hundred (500) feet beneath the surface thereof; and

(ii) all of Seller's right, title, and interest in and to all groundwater, being all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth in and under, or that may be produced from, the Lands, excluding underflow or flow in a defined subterranean channel, along with all of Seller's rights, titles, and interests appurtenant to the water estate that are necessary or useful in Seller's operations to find, protect, capture, produce, sever, save, withdraw, care for, measure, store, treat, transport, and otherwise beneficially use water from and over the water estate, along with all of Seller's rights, titles, and interests in and to all subsurface personal property pertaining to the water estate or any subsurface water rights benefitting the Land, including but not limited to, permits, licenses, consents, contracts, and other governmental authorizations;
provided, however, Seller shall not reserve any right of access over the surface of the Land for ingress and egress or any other activity on the surface of the Land in connection with said water rights (collectively, the "Reserved Water Rights"). Notwithstanding the foregoing, Seller for itself and its successors and assigns, mortgagees, lessees and licensees, will waive, release, relinquish and surrender forever all use of the surface of the Land in connection with the Reserved Water Rights, including, without limitation, the right to enter upon the Land for the purposes of exploring for, developing, drilling for, producing, transporting, treating, storing and/or any other action or activity incident to the development and the right to place or maintain any structures, improvements, equipment or pipelines in, on, across the surface or within 500 feet under the surface of the Land, or to install any fixtures or facilities on the surface of the Land; provided however that such surface use waiver shall not prohibit subterranean underground directional drilling or horizontal drilling activities that begin upon and are conducted from the surface of real property other than the Land, provided that all such drilling activities at all times penetrate the Land at least five hundred (500) feet beneath the surface thereof;

(b) All improvements, if any, situated on the Land (the “Improvements”); and

(c) All of the rights and appurtenances pertaining to the Land and the Improvements, including all right, title and interest of Seller in and to adjacent streets, alleys, easements and rights-of-way, SAVE AND EXCEPT the Reserved Mineral Interest as to such streets, alleys, easements, and rights-of-way.

1.2 Purchase Price. The purchase price (the “Purchase Price”) to be paid for the Property shall be $500,000.00, payable in cash at the Closing (hereinafter defined).

1.3 Escrow Deposit. Within five (5) business days after the execution and delivery of this Agreement and as a condition to Seller’s obligations hereunder, Purchaser shall deposit with Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, Texas 75204 (Attn: Patti Windle, (214) 754-7772, pwindle@republictitle.com) (the “Title Company”) in escrow, the sum of Five Thousand and no/100 Dollars ($5,000.00) (the “First Deposit”), to be held and disbursed by the Title Company strictly in accordance with the terms and provisions of this Agreement. Unless this Agreement is terminated in accordance with its terms or as otherwise provided herein, the First Deposit shall be nonrefundable to Seller on January 31, 2020, and shall be promptly thereafter be delivered to Seller. Unless this Agreement is terminated in accordance with its terms, Purchaser shall deliver to the Title Company (a) on or before the expiration of the Inspection Period (hereinafter defined) an additional Ten Thousand and no/100 Dollars ($10,000.00), and (b) on or before the Financing Condition Date (hereinafter defined), an additional Twenty Thousand and no/100 Dollars ($20,000.00). The additional $10,000.00 referenced hereinabove is referred to as the “Second Deposit.” Except as otherwise provided herein, the Second Deposit shall be nonrefundable to Purchaser as of the expiration of the Inspection Period. The additional $20,000.00 referenced hereinabove is referred to as the “Third Deposit.” Except as otherwise provided herein, the Third Deposit shall be nonrefundable to Purchaser. The Initial Deposit, the Second Deposit, and the Third Deposit, along with all accrued interest thereon, are hereinafter collectively referred to as the “Escrow Deposit.” The Escrow Deposit shall be invested by the Title Company in an interest-bearing account to be held and disbursed by the Title Company strictly in accordance with the terms and provisions of this Agreement. In the event Purchaser fails to deposit the Escrow Deposit (or any portion thereof) with the Title Company as specified herein for any reason other than due to a material default by Seller hereunder,
Purchaser shall be in default under this Agreement, and Seller shall have the right to terminate this Agreement and receive such portion of the Escrow Deposit that has been deposited by Purchaser as liquidated damages in accordance with Section 7.3 hereof. At the Closing, the Escrow Deposit shall be applied to the payment of the Purchase Price.

1.4 **Option Fee.** If Purchaser elects to terminate this Agreement for any reason and is entitled to receive a return of the Escrow Deposit pursuant to the terms hereof, the Title Company shall first disburse to Seller One Hundred and No/100 Dollars ($100.00) (the "Option Fee") as independent consideration for Seller’s performance under this Agreement, which shall be retained by Seller in all instances. The Option Fee, along with other costs expended by Purchaser in reviewing the feasibility of the Property, shall constitute sufficient consideration for Seller’s execution of this Agreement.

**ARTICLE II -- TITLE COMMITMENT AND SURVEY: INSPECTION BY PURCHASER**

2.1 **Title Commitment and Survey.** Within 45 days after the date of this Agreement, Seller shall cause to be issued and delivered to Purchaser the following:

(a) A commitment for title insurance (the "**Title Commitment**") prepared by the Title Company, accompanied by copies of all recorded documents affecting the Property and listed as title exceptions in Schedule B of the Title Commitment; and

(b) A current survey (the "**Survey**") of the Property, prepared by a licensed land surveyor, in accordance with the current minimum standard detail requirements for ALTA/NSPS Land Title Surveys (provided, however, Seller agrees not to order the Survey until January 27, 2020 or afterwards).

On or before the 30th day prior to expiration of the Inspection Period (hereinafter defined), (whichever is applicable, the "**Title Review Period**"), Purchaser shall give Seller written notice of any objections to the condition of title as set forth in the Title Commitment and the Survey. In the event Purchaser fails to give a written notice to Seller of objections to title to the Property within the Title Review Period, Purchaser shall be deemed to have waived any objections to title to the Property and to have accepted the condition of title as reflected by the Title Commitment and Survey. In the event Purchaser gives a written notice to Seller of objections to title within the Title Review Period, Seller shall have the right, but not the obligation, to cure Purchaser's objections. In the event Seller is unwilling or unable to cure Purchaser's objections to title, Seller may notify Purchaser, or failing any such notice, then Seller shall be deemed to have notified Purchaser that Seller is unwilling or unable to cure Purchaser's objection; and if Purchaser fails to terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period, Purchaser shall be deemed to have elected to accept title to the Property in its current condition without any adjustment to the Purchase Price, and Purchaser's objections to title shall be deemed to have been waived for all purposes. Any items or exceptions to title that are accepted or waived by Purchaser or deemed to have been accepted or waived by Purchaser are hereinafter referred to as the "**Permitted Exceptions.**" Notwithstanding anything in this Agreement to the contrary, (i) all deeds of trust, mortgages, and other monetary liens granted by Seller, and (ii) all mechanic’s and materialmen’s liens filed against the Land (but excluding liens caused by acts of Purchaser or parties acting on behalf of Purchaser), and (iii) all exceptions other than Permitted Exceptions, in the Title Commitment arising and recorded after the effective date of this Agreement without the prior written consent of Purchaser, which consent may not be unreasonably withheld or delayed solely as a result of the intentional acts or omissions.
of Seller are deemed to be objections that Seller shall be obligated to Cure at or prior to Closing (the "Mandatory Cure Items"). In the event the legal description of the Property is modified by the Title Commitment or the Survey, such modified description shall be incorporated herein for all purposes as Exhibit "A" and shall thereafter constitute the legal description of the Property. In the event this transaction does not close for any reason other than by reason of a material default by Seller or a pending condemnation pursuant to which Purchaser exercises its right to terminate this Agreement pursuant to Article VI hereof, Seller shall be entitled to be reimbursed by Purchaser for the actual cost of the Survey up to a maximum of $5,000.00 (the "Survey Reimbursement"). Notwithstanding anything to the contrary set forth in this Agreement, in the event Purchaser is entitled, under the terms hereof, to receive the Escrow Deposit from the Title Company and if Purchaser is liable for the Survey Reimbursement, the Title Company is hereby instructed to deliver directly to Seller a portion of the Escrow Deposit equal to the Survey Reimbursement and to Purchaser the balance of the Escrow Deposit. If Seller is in possession of the Escrow Deposit and if Purchaser is entitled to receive the Escrow Deposit and is liable for the Survey Reimbursement, Seller is entitled to reduce the Escrow Deposit by the Survey Reimbursement and deliver the balance of the Escrow Deposit to Purchaser. Purchaser's obligation as to the Survey Reimbursement shall survive any termination of this Agreement.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, PURCHASER'S RIGHT TO TERMINATE THIS CONTRACT PURSUANT TO THE FOREGOING SECTION 2.1 SHALL EXPRESSLY TERMINATE UPON THE EXPIRATION OF THE INSPECTION PERIOD, WHEREUPON PURCHASER'S APPROVAL OF THE TITLE COMMITMENT AND SURVEY SHALL BECOME ABSOLUTE AND ALL ITEMS REFERENCED THEREIN (OTHER THAN THOSE ITEMS, IF ANY, THAT SELLER HAS AGREED IN WRITING TO CURE AND ANY MANDATORY CURE ITEMS ENCUMBERING THE PROPERTY) SHALL BE DEEMED "PERMITTED EXCEPTIONS."

2.2 Review and Inspection by Purchaser. Purchaser shall have the right to inspect the Property from the date of this Agreement until May 29, 2020 (such period of time being called the "Inspection Period"). The costs and expenses of such inspections shall be borne solely by Purchaser. Any physical inspection of the Property shall be conducted by Purchaser on business days and during normal business hours. Purchaser shall provide reasonable prior notice of the date and time of each desired inspection of the Property, and Seller shall have the right to accompany Purchaser and its representatives during the inspection. In connection with any physical inspection or testing on the Property, Seller also reserves the right to require (a) evidence of satisfactory liability insurance carried by Purchaser and any consultant or contractor acting on behalf of or at the request of Purchaser, and (b) that Seller be named as an additional insured on such policies (the "Purchaser Insurance Requirements"). Prior to Closing, and except as required by law or in connection with litigation to enforce the terms of this Agreement, all non-public information provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of its review shall be treated as confidential information by Purchaser, provided however that Purchaser shall be at liberty to disclose the same to Purchaser's agents, employees, partners, consultants, attorneys, lenders or others who are assisting Purchaser in connection with the transaction contemplated by this Agreement. Except as expressly set forth and as limited in this Agreement or in any of the documents to be delivered by Seller on Closing pursuant to the terms of this Agreement, Seller makes and shall make no representations or warranties whatsoever regarding the accuracy of any of the information prepared or delivered to Purchaser by any third party in connection with this Agreement or the Property including, without limitation, any information delivered by Seller's broker to Purchaser. Nothing in this Agreement except the Purchaser Insurance Requirements shall restrict Purchaser from conducting normal and standard due diligence investigations pertaining to the Property, and Purchaser may contact governmental authorities to obtain copies of documents on their files or information relating to the Property. Purchaser shall defend,
indemnify and hold Seller harmless from and against any and all liabilities, claims, causes of action, demands, actions, losses, damages, costs or expenses incident to, resulting from, or in any way arising out of any entry upon or inspection by or on behalf of Purchaser of the Property, provided however that notwithstanding anything herein to the contrary, Purchaser's indemnity hereunder does not extend to nor cover any liability arising (i) from any acts of omission or commission or any negligent or tortious acts or willful misconduct by Seller or any agent or other person acting on behalf of Seller; or (ii) as a result of Purchaser's discovery of any pre-existing condition on the Property. Purchaser shall have the right to terminate this Agreement for any reason or no reason and in the sole and absolute discretion of Purchaser by written notice to Seller given prior to 6:00 p.m. C.S.T. on or before the final day of the Inspection Period, whereupon the Escrow Deposit shall be paid by the Title Company to Purchaser. In the event Purchaser fails to terminate this agreement pursuant to this §2.2 prior to 6:00 p.m. C.S.T. on the final day of the Inspection Period, Purchaser shall be deemed to have waived any objections to the Property and any matter related thereto and the Escrow Deposit shall be nonrefundable to Purchaser except as otherwise as expressly set forth in this Agreement.

2.3 Environmental Disclosure and Acceptance. Purchaser acknowledges that prior to the Closing Date, Purchaser shall conduct appropriate environmental and soils tests with respect to the Property, and shall rely upon such tests in electing whether or not to purchase the Property. Purchaser hereby releases the Seller now and forever, from any and all causes of action, claims, demands, or liabilities, whether direct or indirect, relating to, or arising from the existence of toxic or hazardous wastes or materials of any kind on the Property, arising from any use of the Property or arising from the violation of any environmental or similar laws with respect to the Property including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act, as amended by The Superfund Amendments and Reauthorization Act, The Resource Conservation and Recovery Act, The Texas Solid Waste Disposal Act, and The Texas Water Code. In addition, Purchaser hereby agrees to indemnify Seller and to hold and defend Seller harmless from and against any and all causes of action, costs, expenses, damages, liabilities or losses suffered or incurred by Seller as a result of the use, spill, disposal, manufacture, storage or release of any hazardous or toxic wastes, substances, chemicals or materials by Purchaser or by any of Purchaser's agents, contractors, employees, invitees, or tenants on or about the Property. The foregoing indemnification shall include, without limitation, (i) reasonable attorneys' fees and court costs incurred by Seller in connection with any of the foregoing and (ii) any costs or expenses assessed against or incurred by Seller as a result of any removal or remedial obligations imposed with respect to the Property and caused by Purchaser's breach of any applicable environmental laws.

2.4 Property Documents. Within ten (10) days after the effective date hereof, Seller shall make available to Purchaser for review and copying the following documents pertaining to the Property but only to the extent such documents exist in Seller's files (the "Property Documents"): Tax statements and valuation notices for the current and prior year, surveys, site plans, plats, leases, environmental, structural or other engineering reports, service contracts, soil surveys and testing, access studies, documentation regarding utility capacity and the service provider of utilities; any previous wetland studies, if any, and such other information or documents in the possession of Seller as may be reasonably requested by Purchaser; except that Seller shall have no obligation to disclose information of a confidential or proprietary nature. PURCHASER ACKNOWLEDGES THAT PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY SELLER CONCERNING THE PROPERTY, AND EXCEPT AS EXPRESSLY SET FORTH AND AS LIMITED IN THIS AGREEMENT
OR IN ANY OF THE DOCUMENTS DELIVERED BY SELLER ON CLOSING PURSUANT TO THE TERMS OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERs, AGREEMENTs AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERs, AGREEMENTs AND OTHER STATEMENTS SET FORTH IN THIS PARAGRAPH, WHICH DISCLAIMERs, AGREEMENTs, AND OTHER STATEMENTS SHALL SPECIFICALLY SURVIVE THE CLOSING AND SHALL NOT MERGE THEREWITH. THE PROVISIONS OF THIS SECTION 2.4 ARE SUBJECT TO, AND SHALL NOT INVALIDATE THE EXPRESS REPRESENTATIONS SET FORTH IN THIS AGREEMENT, IF ANY, OR IN THE CLOSING DOCUMENTS.

ARTICLE III – REPRESENTATIONS AND WARRANTIES BY SELLER

3.1 As material inducement to Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, Seller represents and warrants to Purchaser and covenants and agrees with Purchaser as follows as of the date of this Agreement and as of the Closing Date:

a. (i) Seller is a duly organized and validly existing corporation, (ii) Seller is qualified to do business and is in good standing in the State of Texas, (iii) Seller has full legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated herein, (iv) each of the persons executing this Agreement on behalf of Seller is authorized to do so, and (v) this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

b. To Seller’s actual knowledge, except as may be disclosed in the Property Documents or in the Title Commitment, the Land is not subject to any leases, management agreement nor to any tenants in possession.

c. To Seller’s actual knowledge, except as may be disclosed in the Property Documents or in the Title Commitment, Seller has not received written notice of any uncured violation of any federal, state and municipal zoning, environmental or other laws, ordinances, directives, orders, regulations and requirements affecting the Land or any part thereof.

d. To Seller’s actual knowledge, except as may be disclosed in the Property Documents or in the Title Commitment, Seller has not received notice of any violation on the Land of any covenant, condition, restriction or agreement identified in the Title Commitment.

e. To Seller’s actual knowledge, except as may be disclosed in the Property Documents or in the Title Commitment, Seller has not received written notice of any pending or contemplated eminent domain or condemnation proceedings for the Land or any part thereof.

f. To Seller’s actual knowledge, except as may be disclosed in the Property Documents or in the Title Commitment, (a) Seller is not a party to any litigation affecting the Property or any part thereof, or Seller’s right to sell the Property, and (b) Seller has not received written notice of any such litigation pending or threatened against the Land or any part thereof.
g. To Seller’s actual knowledge, except as may be disclosed in the Property Documents or in the Title Commitment, Seller has made no commitments to any governmental or quasi-governmental authority, or property owners association, or to any other individual, entity, organization or group relating to the Land that would impose an obligation upon Purchaser, or its successors or assigns to make any contribution or dedication of money or land, or to construct, install or maintain any improvement of a public or private nature on or off of the Land.

h. To Seller’s actual knowledge, except as may be disclosed in the Property Documents or on the Title Commitment, Seller has not received written notice of any special assessments being filed, pending or proposed against the Land or any portion thereof, including, without limitation, any street improvement or special district assessment.

i. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Seller, Seller shall perform, execute and deliver or cause to be performed, executed and delivered at the Closing or thereafter any and all further acts, deeds and assurances as the Title Company may reasonably require to consummate or evidence the consummation of the transactions contemplated herein.

3.2 As used in this Agreement, the term “actual knowledge of Seller” or “Seller’s knowledge” or “knowledge of Seller” means solely the current actual conscious knowledge of James S. Cornelius. Any representation or warranty made by Seller herein to its knowledge shall not be deemed to have been misrepresented, breached, untrue, or incorrect unless James S. Cornelius had current actual conscious knowledge contrary to the statement of representation or warranty when made. The “actual knowledge” of James S. Cornelius does not imply that any inquiry or investigation has been made by James S. Cornelius and does not include constructive knowledge or inquiry knowledge; nor does James S. Cornelius assume any duty or obligation to make any inquiry or investigation and shall have no personal liability of any nature under this Agreement. The phrase “Seller has received no notice” means solely that James S. Cornelius has no knowledge that Seller has received any such notice.

3.3 A breach of any warranty, representation, or covenant in this Section shall be deemed not to have occurred unless and until (a) Purchaser has delivered to Seller written notice setting forth with specificity any perceived breach, and (b) Seller has failed to cure the condition within fifteen (15) days from its receipt thereof.

3.4 From and after the date hereof until the Closing Date or earlier termination of this Agreement, Seller will not knowingly take any action or fail to take any action which action or failure would render any of the representations and warranties of Seller contained herein untrue in any material respect. If any of the aforesaid representations or warranties are or become untrue or incorrect, Seller shall use its good faith efforts to take such action as is necessary to make such representations or warranties true and correct in all material respects. If Purchaser has actual knowledge that any of said representations or warranties are untrue or incorrect in any material respect on the Closing Date, Purchaser shall be entitled, as its sole and exclusive remedy hereunder, to terminate this Agreement by written notice to Seller on the Closing Date, in which event Purchaser shall be entitled to a return of the Escrow Deposit. Alternatively, Purchaser may elect to close this transaction notwithstanding the known failure of such representation or warranty, in which event Purchaser shall be deemed conclusively to have waived said failure, and Purchaser shall not be entitled to recover from Seller any damages, if any, sustained by Purchaser on account of such failure. Seller’s representations and warranties contained herein shall survive Closing for a period of one (1) year.
3.5 PURCHASER IS PURCHASING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, AND PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOAP, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY, EXCEPT AS EXPRESSLY SET FORTH AND AS LIMITED IN THIS AGREEMENT AND IN ANY OF THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING PURSUANT TO THE TERMS OF THIS AGREEMENT; AND PURCHASER SHALL NOT SEEK COURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY PURCHASER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE. PURCHASER ACKNOWLEDGES THAT PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER EXCEPT AS EXPRESSLY SET FORTH AND AS LIMITED IN THIS AGREEMENT AND IN ANY OF THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING PURSUANT TO THE TERMS OF THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY SELLER CONCERNING THE PROPERTY, AND EXCEPT AS EXPRESSLY SET FORTH AND AS LIMITED IN THIS AGREEMENT AND IN ANY OF THE DOCUMENTS TO BE DELIVERED BY SELLER AT CLOSING PURSUANT TO THE TERMS OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT PURCHASER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. PURCHASER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS ARTICLE III ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS ARTICLE III, WHICH DISCLAIMERS, AGREEMENTS, AND OTHER STATEMENTS SHALL SPECIFICALLY SURVIVE THE CLOSING AND SHALL NOT MERGE THEREWITH.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, ANY WAIVER AND RELEASE PROVIDED BY PURCHASER IN THIS ARTICLE III OR ELSEWHERE IN THIS AGREEMENT, INCLUDING SECTION 2.3 AND SECTION 2.4 HEREOF, SHALL NOT BE DEEMED TO RELEASE (I) SELLER FROM OR OTHERWISE AFFECT ITS EXPRESS REPRESENTATIONS AND WARRANTIES AS EXPRESSED AND LIMITED HEREIN THAT SURVIVE THE CLOSING, OR PERFORMANCE BY SELLER OF ITS EXPRESS
OBLIGATIONS UNDER THIS AGREEMENT, (II) SELLER FROM LIABILITY TO PURCHASER FOR ANY FRAUD BY SELLER OR ITS PARTNERS, MEMBERS, OFFICERS, MANAGERS OR EMPLOYEES, AND (III) SELLER’S INDEMNITY OBLIGATIONS AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

ARTICLE IV – REPRESENTATIONS, WARRANTIES AND COVENANTS BY PURCHASER

As material inducement to Seller to enter into this Agreement and consummate the transactions contemplated hereby, Purchaser represents and warrants to Seller and covenants and agrees with Seller as follows:

4.1 Corporation or Limited Liability Company. If Purchaser executes this Agreement as a corporation or limited liability company, Purchaser represents and warrants that (i) Purchaser is a duly organized and validly existing corporation or limited liability company, (ii) Purchaser is, or prior to Closing, will be qualified to do business and is in good standing in the State of Texas, (iii) Purchaser has full legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein, (iv) each of the persons executing this Agreement on behalf of Purchaser is authorized to do so, and (v) this Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms.

4.2 Partnership or Joint Venture. If Purchaser executes this Agreement as a partnership or joint venture, Purchaser represents and warrants that (i) Purchaser is a duly organized and validly existing partnership or joint venture, (ii) Purchaser is, or prior to Closing, will be qualified to do business and is in good standing in the State of Texas, (iii) Purchaser has full legal right, power and authority to enter into this Agreement and to consummate the transaction contemplated herein, (iv) each of the persons executing this Agreement on behalf of Purchaser is authorized to do so, and (v) this Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms.

4.3 Documentation. If Purchaser executes this Agreement as a corporation, partnership or joint venture, Purchaser shall deliver to the Title Company prior to Closing such documentation as the Title Company may reasonably require to evidence the matters set forth above, including, without limitation, corporate or partnership resolutions or consents authorizing the transaction contemplated herein.

4.4 Due Diligence. Purchaser covenants and agrees to perform on its own account and for its own benefit, during the Inspection Period, any and all due diligence activities and investigations reasonably necessary to determine the suitability of the Property for Purchaser's intended use and to rely solely on such activities and investigations as to such determination. Such due diligence activities and investigations shall include, but not by way of limitation, (a) investigation of any governmental or quasi-governmental consents, permits, licenses, certificates, requirements, procedures, and costs; (b) investigation of any consents, requirements, limitations, procedures, and costs arising out of any matter disclosed on the Title Commitment, or Survey; (c) determination of the location, capacity, and accessibility of all access, water, sanitary sewer, storm drainage, gas, electrical, telephone, and cable facilities relative to serving the Property; (d) conducting of analyses, test borings, engineering studies, studies to determine the geographical, geological, soils, endangered species, wetlands or environmental characteristics of the Property, including the existence of hazardous wastes and toxic substances or any other matters that may be relevant to Purchaser's intended use of the Property; (e) investigation of the availability of financing of the acquisition and/or development of the Property with institutional or other lenders; and (f) investigation and analysis of the all markets relevant to the present and future value of the Property.
Purchaser shall defend, indemnify and hold Seller harmless from and against any and all liabilities, claims, causes of action, demands, actions, losses, damages, costs or expenses incident to, resulting from, or in any way caused by any entry upon or inspection by or on behalf of Purchaser of the Property, provided however that notwithstanding anything herein to the contrary, Purchaser’s indemnity hereunder does not extend to nor cover any liability arising (i) from any acts of omission or commission or any negligent or tortious acts or willful misconduct by Seller or any agent or other person acting on behalf of Seller; or (ii) as a result of Purchaser’s discovery of any pre-existing condition on the Property. The provisions of this Section 4.4 shall survive the Closing.

4.5 **Conditions Precedent to Seller’s Obligation.** As set forth below, Purchaser has agreed to commence its due diligence activities promptly after the effective date hereof, and Seller has agreed to enter into this Agreement in reliance on Purchaser’s ability and willingness to do so. The following shall be conditions precedent to Seller’s obligations to proceed with this transaction:

(a) No later than April 1, 2020, Purchaser shall have entered into a written agreement with a qualified environmental professional (i) to perform a Phase One Environmental Study on the Land and (ii) such agreement shall provide that the Phase One Environmental Study be completed on or before the final day of the Inspection Period, subject to force majeure or any other customary exceptions.

(b) No later than the 90th day after the effective date hereof, Purchaser shall have submitted its zoning application to the City of Irving (the “City”), seeking to rezone the Land to a zoning classification that would permit at least sixty (60) multi-family dwelling units to be constructed on the Land (the “Zoning Reclassification”), which zoning application and all accompanying materials shall have been approved by Seller prior to its submittal to the City. Seller hereby agrees that it shall reasonably cooperate with Purchaser in connection with the preparation of such zoning application and seeking the Zoning Reclassification, including without limitation, Seller’s timely execution and delivery of all applications, documents, and instruments required by the applicable governmental authorities, provided that Seller shall not be obligated to incur any expense or liability in connection therewith.

If any one or more of the above conditions (a) and/or (b) is not satisfied within the prescribed time period, Seller may, at its option, either waive such condition in writing, or in the event Purchaser fails to satisfy the condition within five (5) business days after receipt of written notice from Seller, terminate this Agreement within five (5) business days after the expiration of the preceding cure period by written notice thereof to Purchaser, in which event the parties shall have no further right or obligation hereunder, except for any obligations that expressly survive termination, and the Escrow Deposit (less the Option Fee and the Survey Reimbursement (to the extent actually incurred) which shall be paid to Seller) shall be returned to Purchaser. If the above condition (b) is not satisfied within the prescribed time period, then Purchaser will be deemed to have waived the Zoning Reclassification Condition described in Section 4.6(b).

4.6 **Conditions to Purchaser’s Obligation to Close.** The following shall be conditions precedent to Purchaser’s obligation to close this transaction unless waived by Purchaser:

a. **Financing Condition.** On or before July 31, 2020 (the “Financing Condition Date”), Purchaser shall have secured financing for its proposed multi-family project on the Land; provided, however, if Purchaser failed to meet any of the conditions set forth in Section 4.5(a), then
Purchaser shall be deemed to have waived this Financing Condition. If this condition is not satisfied on or before the Financing Condition Date, and if Purchaser has met the conditions set forth in Section 4.5(a), then Purchaser may, at its option, waive such condition in writing, or Purchaser may terminate this Agreement by written notice thereof to Seller no later than the Financing Condition Date, in which event the parties shall have no further right or obligation hereunder, except as to obligations that survive the termination of this Agreement. In this event, Seller shall be entitled to retain the First Deposit, the Title Company is authorized to release to Seller the Second Deposit, which Seller shall be entitled to retain, and Purchaser shall pay the Survey Reimbursement to Seller directly.

b. **Zoning Reclassification Condition.** On or before the Closing Date, an ordinance approved on final reading by the City of Irving reflecting the Zoning Reclassification shall have been obtained; provided, however, if Purchaser failed to meet the conditions set forth in Section 4.5(c), then Purchaser shall be deemed to have waived the Zoning Reclassification Condition. If Purchaser has met the conditions set forth in Section 4.5(c), then Purchaser may, at its option, waive such condition in writing, or Purchaser may terminate this Agreement by written notice thereof to Seller no later than the Closing Date, in which event the parties shall have no further right or obligation hereunder, except as to obligations that expressly survive the termination of this Agreement, and the refundable portion of the Escrow Deposit, i.e., the Third Deposit, less the Option Fee and the Survey Reimbursement, shall be returned to Purchaser.

c. Seller shall have delivered those items described in Section 5.2 hereof as provided in this Agreement.

d. There shall be no change to the Permitted Exceptions as approved by Purchaser during the Inspection Period, except as approved by Purchaser, which approval shall not be reasonably withheld or delayed.

e. Each representation and warranty made by Seller as set forth and limited in this Agreement shall be true, accurate and complete in all material respects of as of the Closing Date.

f. Each covenant made by Seller in this Agreement that was to be performed by Seller at or prior to Closing, shall have been performed in all material respects.

Immediately upon becoming aware of the same, Seller and Purchaser shall notify the other in writing of any fact or condition that would constitute a change in any Seller representation, warranty, covenant or obligation under this Agreement.

4.7 **Additional Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by Purchaser, Purchaser shall perform, execute and deliver or cause to be performed, executed and delivered at the Closing or thereafter any and all further acts, deeds and assurances as Seller or the Title Company may reasonably require to consummate or evidence the consummation of the transactions contemplated herein.

**ARTICLE V – THE CLOSING**

5.1 **The Closing Date.** The consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place in the offices of the Title Company by 4:00 p.m., on or before Wednesday,
September 30, 2020 (the "Closing Date"). All documents and instruments required for the Closing shall be delivered to the Title Company at least one (1) business day prior to the Closing Date. Funds required for Closing shall be wired to the Title Company in accordance with the Closing Statement (as defined herein) executed by Purchaser and the Title Company. In connection with such Closing, the Title Company shall only act in accordance with written instructions.

5.2 Seller's Obligations at the Closing. Subject to the terms, conditions and provisions hereof and contemporaneously with the performance by Purchaser of its obligations set forth in Section 5.3 below, Seller shall deliver or cause to be delivered to Purchaser the following items at the Closing:

(a) A special warranty deed (the "Deed"), executed by Seller, conveying the Land and Improvements to Purchaser subject to the Permitted Exceptions, in the form of the Deed attached hereto as Exhibit "B";

(b) The Tax Escrow Agreement (hereinafter defined), executed by Seller, along with the funds to be escrowed thereunder;

(c) A certificate of nonforeign status (the "Certificate of Nonforeign Status"), executed by Seller, in the form of the Certificate of Nonforeign Status attached hereto as Exhibit "C";

(d) An Owner Policy of Title Insurance or a pro forma thereof (the "Owner Title Policy") issued by the Title Company, insuring good and indefeasible fee simple title to the Property in Purchaser in a face amount equal to the Purchase Price, and containing no exceptions other than the Permitted Exceptions (provided that the cost of endorsements issued in connection with the Permitted Exceptions shall be at Purchaser’s sole cost and expense), including, without limitation, the standard printed exceptions in the promulgated form policy;

(e) A lien affidavit and indemnity in form and substance reasonably acceptable to the Title Company sufficient to enable the Title Company to issue the Owner Title Policy in connection with the transaction as may be required by the Title Company to insure Purchaser against any so-called “gap” risk between the time of Closing and the recordation of the Deed.

(f) Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Company, which may be in the form of affidavit described in Sec. 12.019 of the Texas Property Code; and

(g) A closing statement (the "Closing Statement") reflecting the Purchase Price, and the adjustments and prorations required hereunder and executed by Seller and the Title Company;

5.3 Purchaser's Obligations at the Closing. Purchaser shall deliver or cause to be delivered to Seller the following items at the Closing:

(a) The Purchase Price by wire transfer or other delivery of immediately available funds to the Title Company;

(b) The Tax Escrow Agreement (hereinafter defined), executed by Purchaser;
(c) Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the Title Company; and

(d) A Closing Statement executed by Purchaser and the Title Company.

5.4 Closing Costs. Seller shall pay the cost of the Survey, tax certificates and the basic premium for issuing the Owner Title Policy. Escrow fees and normal and customary expenses of the Title Company shall be borne equally by Seller and Purchaser. Purchaser shall pay the cost of recording the Deed and all other costs, fees and expenses of the Title Company. Except as otherwise provided herein, each party shall pay its own attorneys’ fees and any expenses expressly incurred by such party.

5.5 Prorations. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this §5.5 shall survive the Closing. The following items shall be adjusted or prorated between Seller and Purchaser:

(a) Ad valorem taxes and property owner association assessments (collectively, the "Taxes") relating to the Property for the calendar year in which the Closing Date occurs shall be prorated between Seller and Purchaser as of the Closing Date. If the Taxes for such calendar year have not been determined on the Closing Date, the proration shall be estimated based upon the Taxes for the calendar year immediately preceding the calendar year in which the Closing Date occurs, but such proration shall be subject to adjustment between the parties when the actual Taxes are determined for the calendar year in which the Closing Date occurs. Any assessments for Taxes after the Closing Date, shall be paid solely by the Purchaser, except for any subsequent assessments for the period of time prior to the Closing Date due to a change in land usage or ownership ("Rollback Taxes"), if any, which shall be paid by Seller. Provided, however, if Purchaser receives a written notice regarding Rollback Taxes for a period of Seller's ownership of the Property, Purchaser shall promptly deliver such written notice to Seller, and Seller shall not be responsible for any penalties or interest or other costs accruing prior to the time when Purchaser first delivered such notice to Seller. Prior to Closing, Seller shall request that the Title Company calculate the Rollback Taxes that would be due on the Property through the date of Closing as if a change in use by Purchaser occurred on the Closing Date, and an amount equal to such estimated Rollback Tax liability shall be escrowed by Seller with the Title Company (the "Tax Escrow Funds") to be paid by the Title Company in accordance with the Escrow Agreement (hereinafter defined). Seller and Purchaser acknowledge that even though Purchaser's change in use shall occur after Closing, Seller shall be responsible only for Rollback Taxes prorated up to the Closing Date as hereinabove provided. Seller, Purchaser, and the Title Company (as Escrow Agent) shall enter into an agreement (the "Escrow Agreement") whereby the Title Company, after giving Seller and Purchaser an opportunity to review the tax notices therefor, shall be authorized to pay such Rollback Taxes assessed against the Land from the Tax Escrow Funds, but only such Rollback Taxes assessed for a period of time prior to the Closing Date, and Seller shall promptly pay any Rollback Taxes in excess of said estimate held in escrow; provided, however, if Rollback Taxes are assessed for the year of Closing and Purchaser fails to remit its share of such Rollback Taxes (that being the portion prorated for the Closing Date through December 31 of the year of Closing) within ten (10) days after written request therefor, the Seller shall have no further liability (other than the Tax Escrow Funds) as to the payment of any Rollback Taxes. The Escrow Agreement will provide that in the event, due to the passage of time, a change
in valuations, or applicable law, an updated estimate of Seller’s share of the Rollback Taxes is less than the amount of the Tax Escrow Funds, Seller shall be entitled to receive the difference, and the Tax Escrow Funds shall be reduced accordingly. Seller shall not be liable for any penalties and interest accruing due to any delay by Purchaser in delivering any tax statements to Seller or for any delay in Purchaser’s remitting payment for its share of the Rollback Taxes. Seller and Purchaser acknowledge that each of them are subject to liability to, and claims by, third parties if the other fails to pay its share of the Rollback Taxes. Therefore, each agrees to indemnify and defend and hold the other harmless from and against any and all costs, expenses, or claims of any nature whatsoever, known or unknown, direct or indirect, in connection with their respective share of the Rollback Taxes. The provisions of this Section 5.5 shall survive the Closing.

(b) All income and ordinary operating expenses of the Property, shall be prorated at the Closing effective as of the Closing Date. If the exact amount of any item to be prorated is not known as of the Closing Date, the proration shall be based upon a reasonable estimate thereof made by Seller and as soon after the Closing as the exact amount of the item is known, the proration shall be adjusted, if necessary, and appropriate cash adjustments shall be made by Purchaser and Seller if necessary.

5.6 Waiver of Representations and Warranties, Covenants, and Indemnities. Notwithstanding anything to the contrary contained in this Agreement, in the event that either party consummates the transaction contemplated hereby with actual knowledge of (a) a breach of the other party’s representations and warranties or covenants hereunder, or (b) an event or condition that upon the passage of time, the giving of notice or both, would constitute such a breach, (c) a claim against the other party pursuant to any of the indemnification provisions contained in this Agreement, or (d) an event or condition that upon the passage of time, the giving of notice or both, would constitute a claim against the other party under any indemnification provision contained in this Agreement, then the party that consummates the transaction contemplated by way of such knowledge shall be irrevocably deemed to have waived any and all representation and warranties, covenants or indemnities set forth in this Agreement relating to such breach, claim, condition or event.

ARTICLE VI – CONDEMNATION PRIOR TO THE CLOSING

Seller agrees to give Purchaser prompt written notice of any actual or threatened taking or condemnation of all or any portion of the Land as would materially interfere with Purchaser’s use thereof of which Seller receives notice prior to the Closing Date. Seller hereby acknowledges that any taking that would have an adverse effect on the number of dwelling units, access to said dwelling units, and parking for the tenants and occupants of said dwelling units would be a material interference with Purchaser’s use of the Land. If prior to the Closing there shall occur any taking or condemnation of all or any portion of the Land, then and in any such event, Purchaser may at its option terminate this Agreement by written notice given to Seller within 20 days after it has received the notice referred to above or at the Closing, whichever is earlier. If Purchaser fails to terminate this Agreement within the required period, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Purchaser at the Closing any condemnation award which may be payable on account of such occurrence, and Purchaser shall pay any special assessment that is imposed in connection with any road or other improvements to be constructed by the condemning authority. If prior to the Closing there shall occur the taking or condemnation of a portion of the Land and such taking would not materially interfere with the use thereof, then and in any such event, Purchaser shall have no right to terminate the Agreement, but there shall be assigned to Purchaser at the Closing all interest of Seller in and to any condemnation awards which may be
payable to Seller on account of any such occurrence, and Purchaser shall pay any special assessment that is
imposed in connection with any road or other improvements to be constructed by the condemning authority.

**ARTICLE VII -- PROVISIONS WITH RESPECT TO FAILURE OF TITLE AND DEFAULT**

7.1 **Failure of Title.** In the event Seller is unable, through no fault of its own, to convey title
to the Property on the Closing Date in accordance with the provisions of this Agreement, Seller shall, on or
before the Closing Date, give notice of such inability (and the nature thereof) to Purchaser, and Purchaser
may either (i) accept such title as Seller can convey, without any reduction of the Purchase Price, or (ii)
terminate this Agreement by written notice to Seller and the Title Company given on or before the Closing
Date, in which event all of the Escrow Deposit shall be returned to Purchaser immediately and neither party
shall have any further right or obligation hereunder except that Purchaser shall remain obligated to Seller
pursuant to Section 2.2 hereof.

7.2 **Default by Seller.** In the event of any material default by Seller of its obligations under this
Agreement, including any failure to convey the Property to Purchaser pursuant to this Agreement for any
reason other than Purchaser’s default or failure of title as set forth above, Purchaser may, as its sole and
exclusive remedy, either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate
this Agreement by written notice to Seller and the Title Company, in which event all of the Escrow Deposit
shall be returned to the Purchaser. In the event the remedy of specific performance is not available to
Purchaser because of Seller’s intentional actions, then Seller shall reimburse Purchaser for all reasonable
out-of-pocket costs and expenses incurred by Purchaser in connection with this transaction, including,
without limitation, reasonable attorneys’ fees, diligence costs, and fees associated with Purchaser’s
acquisition financing, such reimbursement not to exceed $50,000.00. Except as otherwise provided herein,
in no event shall Seller be liable to Purchaser for any actual, punitive, speculative, consequential or other
damages.

7.3 **Default by Purchaser.** In the event Purchaser defaults in its obligations hereunder, Seller
may, as its sole and exclusive remedy for such breach, terminate this Agreement by written notice to
Purchaser and the Title Company, and upon any such termination the Title Company shall immediately
deliver the Escrow Deposit to Seller as liquidated damages for the Purchaser’s default, as Seller’s sole
remedy. All parties to this Agreement expressly agree that the amount of such liquidated damages
represents a fair and reasonable measure of damages to Seller by virtue of the uncertainty involved in
determining Seller’s damages for breach of this Agreement, and that the payment of the Escrow Deposit
is intended to compensate Seller for its damage, and not as a penalty.

**ARTICLE VIII -- INTENTIONALLY OMITTED**

**ARTICLE IX -- MISCELLANEOUS**

9.1 **Notices.** All notices, requests, consents, waivers and other communications required or
permitted to be given hereunder shall be in writing and shall be deemed to have been given a) if
transmitted by facsimile, upon acknowledgment of receipt thereof in writing by facsimile or otherwise; b)
if personally delivered, upon delivery or refusal of delivery; c) if mailed by registered or certified United
States mail, return receipt requested, postage prepaid, upon deposit in the mail if contemporaneously
transmitted by e-mail; otherwise, upon delivery or refusal of delivery; d) if sent by a nationally
recognized overnight delivery service, upon delivery or refusal of delivery; or e) if delivered by e-mail as
provided below, on the date of delivery. All notices, consents, waivers or other communications required or permitted to be given hereunder shall be addressed to the respective party to whom such notice, consent, waiver or other communication relates at the following addresses:

If to Seller, to: County Property Acquisition Company, Inc.
1601 Elm Street, Suite 3500
Dallas, Texas 75201
Attn: Jamie Cornelius
(214) 871-3320; Fax (214) 871-1620
E-mail: jcornelius@sowellco.com

with copy to: Kathy Fox Powell, Esq.
1601 Elm Street, Suite 3500
Dallas, Texas 75201
(214) 871-3320; Fax (214) 871-1620
E-mail: kpowell@sowellco.com

If to Purchaser, to: McDowell Acquisitions, LLC
601 Brickell Key Drive, Suite 700
Miami, Florida 33131
Attn: Christopher Shear, Managing Director
(786) 257-2767
E-mail: cshear@mcdhousing.com

with copy to: Matthew Borah, Esq.
Locke Lord, LLP
600 Congress Avenue, Suite 2200
Austin, TX 78701
(512) 305-4877
E-mail: mborah@lockelord.com

Any party hereto may, at any time by giving 10 days’ written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given. Copies of notices (indicated above as “with copy to”) are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notice given by counsel to a party to this Agreement or to such party’s counsel shall be considered notice given by or to such party. Except for notices sent by e-mail on a business day that are followed up by an overnight courier delivery (unless counsel for the party receiving such notice agrees to waive the requirement for an additional overnight delivery), email addresses are for informational purposes only.

9.2 Brokerage Fees and Commissions. Neither Seller nor Purchaser has contacted any real estate broker, agent, finder or similar person in connection with the negotiation and execution of this Agreement, the transactions contemplated hereby or the sale and purchase of the Property. To the actual knowledge of Seller and Purchaser, no Acquisition Fees (as hereinafter, defined) have been paid or are due and owing to any other person or entity, other than to Broker. As used herein “Acquisition Fees” shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property, including real estate commissions, selection fees, nonrecurring management and start-up fees, development fees, and any other fees of a similar nature. It is agreed that if any claims for Acquisition Fees are ever made against Seller or Purchaser in connection with the transactions contemplated by this Agreement, all
such claims shall be the responsibility of the party whose commitments form the basis of such claims. Seller and Purchaser each agree to indemnify and hold harmless the other from and against any and all liabilities, claims, demands, or actions for or with respect to Acquisition Fees asserted by any person, firm or corporation in connection with this Agreement or the transactions contemplated hereby, and any court costs, attorneys’ fees or other costs and expenses arising therefrom, insofar as any such liabilities, claims, demands or actions are based upon a contract or commitment of the indemnifying party. This indemnification provision shall survive the Closing or termination of this Agreement, as applicable.

9.3 Entire Agreement. This agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations and statement, oral or written, are merged into this Agreement.

9.4 Modification. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except as provided herein or by an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

9.5 Applicable Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. All obligations of the parties created hereunder are performable in Dallas County, Texas, and any legal proceedings in connection with this Agreement must be filed in Dallas County, Texas. In the event any legal action is filed against Purchaser in connection with this Agreement, Purchaser hereby agrees that Purchaser may be legally served at the address provided in Section 9.1 hereof.

9.6 Headings. Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the meaning or construction of any provision of this Agreement.

9.7 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

9.8 Assignment. Notwithstanding Section 9.7 above and except for any assignment to an entity (a “Permitted Assignee”) controlled by or under common control with Purchaser or with whom Purchaser has merged or been consolidated, or to whom the majority of the assets of Purchaser have been sold, Purchaser shall not have the right to assign its rights under this Agreement without the prior written consent of Seller, which consent may be granted or withheld at the sole discretion of Seller. Seller’s consent shall not be required for an assignment to a Permitted Assignee and Purchaser shall notify Seller of such assignment at least five (5) business days prior to the Closing Date.

9.9 Survival of Indemnification Provisions. The indemnification provisions contained herein by Purchaser for the benefit of Seller shall survive the Closing or any termination of this Agreement by Seller or Purchaser pursuant to the terms thereof.

9.10 Time of Essence; Time Periods. Time is of the essence of this Agreement and of each covenant and agreement that is to be performed at a particular time or within a particular period of time. However, if the final date of any period which is set out in any provision of this Agreement or the Closing Date falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of Texas,
then the time of such period or the Closing Date, as the case may be, shall be extended to the next date which is not a Saturday, Sunday or legal holiday.

9.11 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

9.12 Attorneys’ Fees. If there is litigation concerning the interpretation or enforcement of this Agreement or any portion of this Agreement, the prevailing party is entitled to recover from the losing party its reasonable attorneys’ fees and court costs incurred by the prevailing party in order to enforce its rights hereunder.

9.13 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9.14 Execution by Purchaser. In the event Seller executes this Agreement prior to the execution thereof by Purchaser, Seller, at its option, may terminate this Agreement in the event Purchaser fails to execute and deliver this Agreement to Seller and deliver the Escrow Deposit to the Title Company within 3 days after this Agreement is executed by Seller.

9.15 Exhibits. The following exhibits are attached to this Agreement, are incorporated into this Agreement and are made a part hereof for all purposes:

(a) Exhibit “A” - The Land
(b) Exhibit “B” - The Deed
(c) Exhibit “C” - Certificate of Nonforeign Status

9.16 Abstract of Land. Purchaser acknowledges that at the time of the execution of this Agreement, Broker advised Purchaser in writing that Purchaser should have the abstract covering the Property examined by an attorney selected by Purchaser or that Purchaser should be furnished with or obtain a policy of title insurance.

9.17 Intentionally Deleted.

9.18 Platting. If the Land or any portion thereof is required to be platted or replatted prior to the Closing in order to comply with any applicable state, county, or municipal subdivision laws, regulations, or ordinances (collectively, the “Subdivision Laws”), Purchaser shall prepare such plat or replat at its sole cost and expense and shall obtain all approvals prior to the Closing; provided, however, any recordation of such plat or replat shall occur promptly after the Deed is recorded. If no plat or replat is required prior to Closing in compliance with the Subdivision Laws, then Purchaser shall not attempt to obtain approval of any preliminary or final plat for the Property or any part thereof at any time prior to the Closing Date without Seller’s prior written consent, not to be unreasonably withheld, conditioned, or delayed. Purchaser shall indemnify and hold harmless Seller from and against any and all costs, assessments and fines, and
attorney's that may arise out of Purchaser's failure to comply with the Subdivision Laws with regard to the Property. In any event, Purchaser covenants and agrees not to seek approval of any final plat or land plan, zoning change (except for the Zoning Reclassification, which shall have been approved in advance by Seller), variance, or any other matter prior to the Closing that would be binding upon Seller or would run with the Land, except with Seller's prior written consent, which may be withheld or conditioned in Seller's sole discretion. The provisions of this Section 9.18 shall survive the Closing and shall not merge therewith.

9.19 **Construction.** All of the terms and provisions of this Agreement have been negotiated by Seller and Purchaser with the assistance of their respective legal counsels. Therefore, it is the intent of Seller and Purchaser that this Agreement not be construed for or against either of the parties hereto, and that neither of the parties hereto be deemed the draftsmen of this Agreement.

9.20 **DTPA Applicability and Waiver of Consumer Rights.** Purchaser hereby waives the applicability, protection, and provisions of, and Purchaser's rights under, the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq. of the Texas Business and Commerce Code (the "DTPA"), other than Section 17.555 of the DTPA. Purchaser recognizes that the DTPA is a law that gives consumers special rights and protections. After consultation with an attorney of Purchaser's own selection, Purchaser voluntarily consents and agrees to this waiver. Purchaser hereby represents and warrants to Seller that (a) Purchaser is not in a significantly disparate bargaining position in connection with the transactions contemplated by this Agreement, (b) Purchaser is represented by legal counsel in connection with the transactions evidenced by this Agreement and the negotiations of this Agreement, (c) such legal counsel for Purchaser was not directly or indirectly identified, suggested or selected by Seller or an agent of Seller, (d) the transactions described in this Agreement do not involve the Purchaser's residence or include the purchase or lease of a family residence occupied or to be occupied as Purchaser's residence, and (e) this Agreement relates to a transaction, a project, or a set of transactions related to the same project involving total consideration by Purchaser of more than $100,000.

9.21 **Notice Regarding Possible Liability For Additional Taxes.** If for the current ad valorem tax year the taxable value of the land that is the subject of this contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

9.22 **Utility District Notice.** *Intentionally deleted.*

9.23 **Notice Regarding Possible Annexation.** If the property that is the subject of this contract is located outside the limits of a municipality, the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later by subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.
9.24 Notice Regarding Property Located in Service Area of Utility Service Provider. The Land that you are about to purchase may be located in a certificated water or sewer service area which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area, there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the Land or at closing of purchase of the Land.

9.25 No Property Rights. Purchaser acquires no real property interest in the Land by the execution of this Contract. Purchaser's rights vest only upon Closing hereunder and the payment of the Purchase Price.

(remainder of this page left blank intentionally)
IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement on the dates indicated below. For the purposes hereof, “the date of this Agreement” or “the date hereof” shall be the first date on which both Seller and Purchaser have executed this Agreement.

SELLER: COUNTY PROPERTY ACQUISITION COMPANY, INC., a Texas corporation

By: 
Name: James Cornelia
Title: VP

Date of Execution: January 6, 2020

PURCHASER: MCDOWELL ACQUISITIONS, LLC, a Delaware limited liability company

By: McDowell Properties, a California corporation, its manager

By: 
Name: Kenneth Lee
Title: President

Date of Execution: January 6th, 2020
ACKNOWLEDGEMENT AND AGREEMENT BY THE TITLE COMPANY

The Title Company hereby acknowledges receipt of a fully executed copy of this Agreement and the Escrow Deposit referred to in §1.3 of this Agreement on January 6, 2020, and agrees to accept, hold, deliver and disburse the Escrow Deposit together with all interest accrued thereon and received by the Title Company, in accordance with the terms and provisions of this Agreement and without the necessity of further consent or instruction by Seller or Purchaser. The Title Company is hereby designated as the “Reporting Person” pursuant to Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder.

REPUBLIC TITLE OF TEXAS, INC.

By: [Signature]
Name: [Name]
Title: [Title]
Address: [Address]
Telephone: [Telephone]
GF#: [GF#]
EXHIBIT "A"

LEGAL DESCRIPTION

BEING 8.876 acres of land located in the THOMAS STOKES SURVEY, ABSTRACT NO. 1301, Irving, Dallas County, Texas, and being a portion of the tract of land conveyed to Towne Lake Acquisition Company, Inc., by the deed recorded in Volume 95192, Page 1707 of the Deed Records of Dallas County, Texas. Said 8.876 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the North boundary line of said Towne Lake Acquisition Company Tract, lying N 89° 09' 39" E 23.10 feet, from the original Northwest corner of said Towne Lake Acquisition Company Tract, said POINT OF BEGINNING being the Northeast corner of a tract of land conveyed to County of Dallas, for right-of-way dedication for MacArthur Boulevard, by the deed recorded in County Clerk’s File No. D200101541638 of the Deed Records of Dallas County, Texas;

THENCE along the Westerly North boundary line of said Towne Lake Acquisition Company Tract, as follows:

1. N 89° 09' 39" E 577.51 feet, to a point;

2. S 60° 49' 52" E 456.57 feet, to a point;

THENCE S 29° 10' 08" W 268.51 feet, to a point in the most Northerly South boundary line of said Towne Lake Acquisitions Company Tract;

THENCE S 89° 18' 31" W 838.76 feet, along the most Northerly South boundary line of said Towne Lake Acquisition Company Tract, to a point in the East boundary line of said County of Dallas Tract;

THENCE along the East boundary line of said County of Dallas Tract, and the East right-of-way line of aforesaid MacArthur Boulevard, as follows:

1. N 00° 45' 31" W 400.85 feet, to a 5/8" iron rod found at the beginning of a curve to the left;

2. NORTHWesterLY 57.85 feet, along said curve to the left having a radius of 3468.55 feet, a central angle of 00°57'20", and a chord bearing N 01° 14' 11" W 57.85 feet, to the POINT OF BEGINNING containing 8.876 acres (386,638 square feet) of land.
TURTLE LAKE ESTATES
VOL. 81160, PG. 2589, D.R.D.C.T.

ORIGINAL NORTHWEST CORNER OF TOWNE LAKE ACQUISITION COMPANY TRACT
N 89°09'39"E 23.10'

POINT OF BEGINNING

N 89°09'39"E 577.51'

S 80°49'52"E 456.57'

S 89°18'31"W 838.76'

S 68°51'52"E 24.23'

8.876 ACRES
386,638 SQ.FT.
TOWNE LAKE ACQUISITION COMPANY
VOL. 95192, PG. 1707, D.R.D.C.T.

ANTIEM INVESTMENTS, INC
VOL. 2004134, PG. 8500, D.R.T.C.T.

CV-1, Δ=00°57'20", R=3468.55", L=57.85, LC=N 01°14'11"W 57.85"
EXHIBIT “B”

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.
TO BE MODIFIED TO BE CONSISTENT WITH SECTION 1.1 OF THE AGREEMENT

SPECIAL WARRANTY DEED

STATE OF TEXAS §

COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS:

That ___________________ ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by ___________________ ("Grantee"), having a mailing address of ___________________, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms, and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents DOES HEREBY GRANT, BARGAIN, SELL, and CONVEY, unto Grantee all of that certain tract of land located in _______ County, Texas (the "Land"), more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way pertaining thereto, including all right, title and interest of Seller in and to adjacent streets, alleys, easements and rights-of-way, SAVE AND EXCEPT the Reserved Mineral Interest (as defined below) as to such streets, alleys, easements, and rights-of-way, subject to the reservations and exceptions described herein (the "Property").

Grantor hereby reserves, for itself and its heirs, successors, and assigns forever:

(i) to the extent not previously reserved or conveyed, all oil, gas, and other minerals of every kind or character (whether similar or dissimilar to the foregoing) in, on, under or that may be produced from the Land and every part thereof (the "Reserved Mineral Interest"). Notwithstanding the foregoing, Seller for itself and its successors and assigns, mortgagees, lessees and licensees, will waive, release, relinquish and surrender forever all use of the surface of the Land for any reason, including, without limitation, the right to enter upon the Land for purposes of exploring for, developing, drilling, producing, treating, storing or transporting oil, gas or other minerals, or for any other purpose incident thereto and the right to place or maintain any structures, improvements, equipment or pipelines in, on, under or across the Land, or to install any fixtures or facilities on the surface of the Land; provided however that such surface use waiver shall not prohibit subterranean underground directional drilling or horizontal drilling activities that begin upon and are conducted from the surface of real property other than the Land, provided that all such drilling activities at all times penetrate the Land at least five hundred (500) feet beneath the surface thereof so as not to interfere with or disturb in any manner the present or future use to which the owner of the Land or its successors and assigns, mortgagees, lessees and licensees from time to time may desire to devote to the surface of such Land; and

(ii) all of Seller’s right, title, and interest in and to all groundwater, being all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth in and under, or that may be produced from, the Lands,
excluding underflow or flow in a defined subterranean channel, along with all of Seller's rights, titles, and interests appurtenant to the water estate that are necessary or useful in Seller's operations to find, protect, capture, produce, sever, save, withdraw, care for, measure, store, treat, transport, and otherwise beneficially use water from and over the water estate, along with all of Seller's rights, titles, and interests in and to all subsurface personal property pertaining to the water estate or any subsurface water rights benefitting the Land, including but not limited to, permits, licenses, consents, contracts, and other governmental authorizations; provided, however, Seller shall not reserve any right of access over the surface of the Land for ingress and egress or any other activity on the surface of the Land in connection with said water rights (collectively, the "Reserved Water Rights"). Notwithstanding the foregoing, Seller for itself and its successors and assigns, mortgagees, lessees and licensees, will waive, release, relinquish and surrender forever all use of the surface of the Land for any reason, including, without limitation, the right to enter upon the Land for any purposes in connection with the Reserved Water Rights including without limitation or the purposes of exploring for, developing, drilling for, producing, transporting, treating, storing and/or any other action or activity incident to the development and the right to place or maintain any structures, improvements, equipment or pipelines in, on, under or across the Land, or to install any fixtures or facilities on the surface of the Land; provided however that such surface use waiver shall not prohibit subterranean underground directional drilling or horizontal drilling activities that begin upon and are conducted from the surface of real property other than the Land, provided that all such drilling activities at all times penetrate the Land at least five hundred (500) feet beneath the surface thereof so as not to interfere with or disturb in any manner the present or future use to which the owner of the Land or its successors and assigns, mortgagees, lessees and licensees from time to time may desire to devote to the surface of such Land;

This conveyance and the warranties of title herein are expressly made and accepted subject to the liens, encumbrances, easements and other exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference for all purposes, to the extent the same are valid and subsisting and affect the Property.

TO HAVE AND TO HOLD the Property, subject to the reservations and exceptions described herein, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN AND AS EXPRESSLY SET FORTH AND LIMITED IN THE AGREEMENT OF SALE BETWEEN GRANTOR AND GRANTEE). GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS," AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED AND AS EXPRESSLY SET FORTH AND LIMITED IN THE AGREEMENT OF SALE BETWEEN GRANTOR AND GRANTEE), CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR
MATERIALS, IF ANY, INCORPORATED INTO ANY IMPROVEMENTS TO OR UPON THE PROPERTY, AND (iii) THE MANNER OR REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.

By acceptance of this Special Warranty Deed, Grantee assumes payment of all real and personal property taxes on the Property for the current year and subsequent years.

Grantee acknowledges that the undersigned individual signatory for Grantor is executing this document solely in his capacity as Authorized Agent for and on behalf of the Grantor, and not individually, and any and all liabilities in connection herewith are solely those of the Grantor.

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on this ___ day of __________, 2020.

[TO BE EXECUTED BY GRANTOR AND NOTARIZED, AND ACCEPTED BY GRANTEE]
EXHIBIT “C”

THE CERTIFICATE OF NONFOREIGN STATUS

(the “Transferor”), is today conveying to
(the “Transferee”), a tract of land (the “Property”) located in County, Texas, which
Property is described in Exhibit “A” to this Certificate.

Section 1445 of the Internal Revenue Code provides that a Transferee of a United States real
property interest must withhold tax if the Transferor is a foreign person. In order to inform the Transferee
that withholding tax is not required upon the disposition of a United States real property interest by the
Transferor, the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign joint venture, foreign partnership,
foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and
Income Tax Regulations), and no withholding is required under Section 1445 of the
Internal Revenue Code;

2. The Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the
Code;

3. The Transferor’s United States employer or tax identification number is

; and

4. The Transferor’s office address is 1601 Elm Street, Suite 3500, Dallas, Texas 75201.

The Transferor understands, and intends, that the Transferee and other persons involved in the sale
and transfer of the Property are relying upon this Certificate and the correctness of the statements made
herein. The Transferor understands that this certification may be disclosed to the Internal Revenue Service
by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or
both.

Under penalties of perjury I declare that I have examined this certification and to the best of my
knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this
document on behalf of the Transferor.

[TO BE EXECUTED BY GRANTOR AND NOTARIZED]
RECEIPT FOR DEPOSIT

FUNDS IN THE AMOUNT OF: $5,000.00

WERE RECEIVED FROM: McDowell Housing Partners, LLC
c/o McDowell Properties

CREDITED TO THE ACCOUNT OF: Buyer

TYPE OF DEPOSIT: Company Check

REPRESENTING: Earnest Money Deposit

Comments: First Deposit - McDowell Acquisitions, LLC (P)

Property Location: 8.876 Acres +/-, Irving, TX

BY: Marybeth Butler, 01/06/2020

ESCROW OFFICER: Patti Windle

“The validity of this receipt, for the deposit referenced, is subject to clearance by the depository financial institution and credit to our account.”
WARNING! WIRE FRAUD ADVISORY

DON’T FALL VICTIM TO CYBER CRIMINALS! Wire fraud and email/phishing attacks are on the rise! Cyber criminals are hacking email accounts and sending emails with fraudulent wiring instructions to parties in real estate transactions. These emails are often sophisticated and convincing, resulting in the diversion of wired funds to the fraudster’s account. Losses due to this type of fraud are staggering – don’t fall victim!

BUYERS:

- Once requested by you, we will send our wiring instructions directly to you in a secure email with [rtt-secure] in the subject line. THESE INSTRUCTIONS WILL NEVER CHANGE!!!

- If you receive an email containing NEW or REVISED wiring instructions, DO NOT RESPOND to the email. Instead, call your Republic Title closing team member immediately, using a previously known and trusted phone number. DO NOT use any contact information provided in the suspected phishing email!

- Before you initiate your purchase money wire, please call your closing team using a number you have called before or can otherwise verify to confirm the wiring instructions.

If you are ever in doubt about an email or wiring instructions, please call your closing team at Republic Title using a previously verified number. For contact information, please go to www.republictitle.com.

SELLERS:

- Bring your banking information to the closing table. We will give you a wiring instructions form for your completion and for your signature. We will only wire your sales proceeds based on those written instructions.

- If you do not attend closing in person, please include your original signed wiring instructions form along with the fully executed closing documents when you return your closing package to us.

The following resources can provide additional tips or assist you in reporting an incident of wire fraud:

FEDERAL BUREAU OF INVESTIGATION:  INTERNET CRIME COMPLAINT CENTER
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We FIRST AMERICAN TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

By its issuing agent, Republic Title of Texas, Inc.

Authorized Signatory
Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company’s promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment’s terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company’s decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

   Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy’s Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439. Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the “area and boundary” exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner’s Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company’s other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the “area and boundary” exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to “rights of parties in possession.” If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**CONDITIONS AND STIPULATIONS**

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
1. The policy or policies to be issued are:

   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
       (Not applicable for improved one-to-four family residential real estate)
       Policy Amount: $500,000.00
       PROPOSED INSURED: MHP Region 3 II, LLC, a Texas limited liability company

   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
       ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount: $
       PROPOSED INSURED:

   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:

   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:

   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
       Binder Amount: $
       PROPOSED INSURED:
       Proposed Borrower:

   (f) OTHER
       Policy Amount: $
       PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

   COUNTY PROPERTY ACQUISITION COMPANY, INC. F/K/A TOWNE LAKE ACQUISITION COMPANY, INC.

4. Legal description of land:

   See Exhibit "A" attached hereto and made a part hereof.
EXHIBIT "A"

BEING 8.876 ACRES OF LAND LOCATED IN THE THOMAS STOKES SURVEY, ABSTRACT NO. 1301, IRVING, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF THE TRACT OF LAND CONVEYED TO TOWNE LAKE ACQUISITION COMPANY, INC., BY THE DEED RECORDED IN VOLUME 95192, PAGE 1707 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS. SAID 8.876 ACRES OF AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH BOUNDARY LINE OF SAID TOWNE LAKE ACQUISITION COMPANY TRACT, LYING NORTH 89° 09' 39" EAST 23.10 FEET, FROM THE ORIGINAL NORTHWEST CORNER OF SAID TOWNE LAKE ACQUISITION COMPANY TRACT, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO COUNTY OF DALLAS, FOR RIGHT-OF-WAY DEDICATION FOR MACARTHUR BOULEVARD, BY THE DEED RECORDED IN COUNTY CLERK'S FILE NO. D200101541638 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE ALONG THE WESTERLY NORTH BOUNDARY LINE OF SAID TOWNE LAKE ACQUISITION COMPANY TRACT, AS FOLLOWS;

1. NORTH 89° 09' 39" EAST 577.51 FEET, TO A POINT;

2. SOUTH 60° 49' 52" EAST 456.57 FEET, TO A POINT;

THENCE SOUTH 29° 10' 08" WEST 268.51 FEET, TO A POINT IN THE MOST NORTHERLY SOUTH BOUNDARY LINE OF SAID TOWNE LAKE ACQUISITIONS COMPANY TRACT;

THENCE SOUTH 89° 18' 31" WEST 838.76 FEET, ALONG THE MOST NORTHERLY SOUTH BOUNDARY LINE OF SAID TOWNE LAKE ACQUISITION COMPANY TRACT, TO A POINT IN THE EAST BOUNDARY LINE OF SAID COUNTY OF DALLAS TRACT;

THENCE ALONG THE EAST BOUNDARY LINE OF SAID COUNTY OF DALLAS TRACT, AND THE EAST RIGHT-OF-WAY LINE OF AFORESAID MACARTHUR BOULEVARD, AS FOLLOWS:

1. NORTH 00° 45' 31" WEST 400.85 FEET, TO A 5/8" IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;

2. NORTHWESTERLY 57.85 FEET, ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 3468.55 FEET, A CENTRAL ANGLE OF 00°57'20", AND A CHORD BEARING NORTH 01° 14' 11" WEST 57.85 FEET, TO THE POINT OF BEGINNING CONTAINING 8.876 ACRES (386,638 SQUARE FEET) OF LAND.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.
EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney’s fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Item 1 of Schedule B is hereby deleted in its entirety.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

   a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

   b. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)

   c. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road. (May be amended or deleted upon approval of survey.)

   d. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements. (May be amended or deleted upon execution of satisfactory affidavit with respect to parties in possession and tenants at closing.)

   e. Easement granted by W. M. Curtis and wife, Josephine Curtis to Texas Power & Light Company, filed 06/29/1937, recorded in Volume 2021, Page 201, Real Property Records, Dallas County, Texas.

   f. Easement granted by W. M. Curtis and wife, Josephine Curtis to Texas Power & Light Company, filed 03/04/1939, recorded in Volume 2121, Page 574, Real Property Records, Dallas County, Texas.

   g. Easement granted by The Southwest Construction Materials Company to the City of Irving, filed 03/25/1957, recorded in Volume 4675, Page 621, Real Property Records, Dallas County, Texas.

   h. Easement granted by Westbelt Development Company, Inc. to the City of Irving, filed 11/22/1982, recorded in Volume 82228, Page 641, Real Property Records, Dallas County, Texas. As affected by Property Abandonment Ordinance Affidavit filed 12/12/2008, recorded in cc# 20080387370, Real Property Records, Dallas County, Texas.

   i. Easement granted by GIFCO Properties, Inc. to the City of Irving, filed 06/07/1978, recorded in Volume 78110, Page 718, Real Property Records, Dallas County, Texas.

   j. Easement granted by Westbelt Development Company, Inc. to the City of Irving, filed 11/22/1982, recorded in Volume 82228, Page 645, Real Property Records, Dallas County, Texas.

   k. Easement granted by Westbelt Development Corporation to the City of Irving, filed 06/13/1984, recorded in Volume 84117, Page 3403, Real Property Records, Dallas County, Texas. As affected by Property Abandonment Ordinance Affidavit filed 12/12/2008, recorded in cc# 20080387370, Real Property Records, Dallas County, Texas.
l. Easement granted by County Property Acquisition Company, Inc. to the County of Dallas, filed 09/25/2001, recorded in Volume 2001187, Page 12, Real Property Records, Dallas County, Texas.

m. Water Rights, together with all rights, privileges and immunities incident thereto as described in instrument filed 06/04/2012, recorded in cc# 201200158240, Real Property Records, Dallas County, Texas, and easement rights contained therein. Company makes no representation as to the present ownership of any such interests.

n. Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 06/04/2012, recorded in cc# 201200158240, Real Property Records, Dallas County, Texas, and easement rights contained therein. Company makes no representation as to the present ownership of any such interests.

o. Terms and conditions of Ordinance No. 71-100, entitled Airport Zoning Ordinance of the Dallas-Fort Worth Regional Airport, filed 09/03/1982, recorded in Volume 82173, Page 178, Real Property Records, Dallas County, Texas.
G.F. No. or File No. **1002-294051-RTT**

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers, and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   - there is legal right of access to and from the land,
   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. This transaction may be subject to a Geographic Targeting Order ("GTO") issued pursuant to the Bank Secrecy Act. Information necessary to comply with the GTO must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

6. With respect to item 2 of Schedule C above, the Company will not except in any policies to be issued pursuant to this commitment to 'Lack of a right of access to and from the land'.

7. Require Affidavit as to Debts and Liens and Parties in Possession executed by owner at or prior to closing.

8. In accordance with Section 11.008 of the Texas Property Code, all deeds and deeds of trust transferring an interest in real property to or from an individual and disclosing that individual's social security number or driver's license number must include the following notice on the top of the first page of the instrument in 12 point bold or uppercase font: **NOTICE OF CONFIDENTIALITY RIGHTS:** IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSfers AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

9. Require satisfactory evidence of authority to act on behalf of record owner.
10. Affidavit to Perfect Lien by The City of Irving for the sum of $387.24 filed 09/30/1992, recorded in Volume 92192, Page 492, Real Property Records, Dallas County, Texas. (No release of lien found filed for record)

The following disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance:

**UNDERWRITER:** First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the share of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

Directors: Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton, Ellen C. Albrecht

Officers: President, Chief Executive Officer: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Mark E. Seaton

**TITLe INSURANCE AGENCY:** Republic Title of Texas, Inc. (Dallas, TX)

Shareholder, owner, partner or other person having, owning or controlling ten percent (1%) or more of the Title Insurance Title Agent:
First American Financial Corporation 100%

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more Title Insurance Agent:
NONE

If the Title Insurance Agent is a corporation the following is a list of the members of the Board of Directors:
Chris M. Leavell, William A. Kramer, David A. Shuttee, Ward Willford, Bo Feagin, Peter Graf, David Kramer

If the Title Insurance Agent is a corporation, the following is a list of its officers:
William A. Kramer, Executive Chairman; David A. Shuttee, Executive Chairman; Ward Willford, Vice Chairman; Bo Feagin, President; Peter Graf, Executive Vice President and General Counsel; David Kramer, Executive Vice President; Lisa Murray, Senior Vice President and Chief Financial Officer.

You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium * is:

<table>
<thead>
<tr>
<th>Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Policy</td>
<td>$ 2,940.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$ TBD</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$ TBD</td>
</tr>
<tr>
<td>Other</td>
<td>$ TBD</td>
</tr>
<tr>
<td>Total</td>
<td>$ 2,940.00</td>
</tr>
</tbody>
</table>

Of this total amount $ or 15.00% will be paid to the policy issuing Title Insurance Company; $ or 85.00% will be retained by the issuing Title Insurance Agent, and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.*
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company. The arbitration provision in the Policy is as follows:

“Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

___________________________________________
SIGNATURE

___________________________________________
DATE
Republic Title of Texas, Inc. (*RTT*) is a wholly owned subsidiary of First American Title Insurance Company. RTT and its subsidiary and affiliated companies respect the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal information is one of our top priorities. This Privacy Statement explains RTT’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. RTT follows the privacy practices described in this Privacy Statement and, depending on use business performed, RTT may share information described herein.

**Applicability**

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. RTT and First American have also adopted broader guidelines that govern our use of Personal Information regardless of its source. First American calls these guidelines its Fair Information Values.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic Personal Information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others;
- Information we receive from a consumer reporting agency; and
- Information from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites.

**Uses of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your Personal Information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of Personal Information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your Personal Information. We restrict access to Personal Information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your Personal Information will be handled responsibly and in accordance with this Privacy Policy and RTT and First American’s Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your Personal Information.

**Information Obtained Through Our Web Site**

RTT and First American Financial Corporation are sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit RTT or First American or its affiliates’ Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. RTT and First American use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the Personal Information. Usually, the Personal Information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any Personal Information with us, we will only use it its accordance with the policies outlined above.

**Business Relationships**

RTT and First American Financial Corporation's sites and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

**Cookies**

Some of RTT’s and First American’s Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. Republictitle.com and FirstAm.com use stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

**Fair Information Values**

- **Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
- **Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
- **Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
- **Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to correct consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
- **Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
- **Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**Effective Date:** August 1, 2011
Requests for Correction, Amendment, or Deletion of Personal Information
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, RTT’s current policy is to maintain customers’ Personal Information for no less than your state’s required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Republic Title of Texas, Inc.
Peter S. Graf
General Counsel
2626 Howell Street. 10th Floor
Dallas, Texas 75204

Changes to this Privacy Statement
This privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated below, indicates the last time this Privacy Statement was revised or materially changed.
**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call First American Title Insurance Company’s toll-free telephone number for information or to make a complaint at:

**1-888-632-1642**

You may also write to First American Title Insurance Company at:

**1 First American Way**  
Santa Ana, California 92707

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [http://www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: ConsumerProtection@tdi.texas.gov

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

---

**AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de First American Title Insurance Company’s para información o para presentar una queja al:

**1-888-632-1642**

Usted también puede escribir a First American Title Insurance Company:

**1 First American Way**  
Santa Ana, California 92707

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [http://www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: ConsumerProtection@tdi.texas.gov

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro con una reclamación, usted debe comunicarse con el First American Title Insurance Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.
Multiple Site Information Form

NOT APPLICABLE
Elected Officials
### Elected Officials

- **US Representative**
- **District**
  - **State Senator**
  - **District**
  - **Support Letter**
  - **City Mayor**
  - **County Judge**
  - **School Superintendent**
  - **District Name**
  - **Email**
  - **Address**
  - **City**
  - **Zip**
  - **Presiding officer of Board of Trustees**
  - **Email**
  - **Address**
  - **City**
  - **Zip**
  - **District/Precinct**
  - **Email or Phone**

**While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.**

**Elected officials were identified in the Pre-Application, and there have been no changes.**

(If box above is checked, the rest of the form may be left BLANK.)

**No Pre-Application was submitted.**

Please identify all elected officials which represent the Development Site.

- **Elected Officials (Continued)**
  - **District/Precinct**
  - **Email or Phone**

2/4/20
Neighborhood Organizations
Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, the rest of the form may be left BLANK.)

Organizations have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below. Insert an explanation behind this tab.

No Pre-Application was submitted.

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
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<tr>
<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td>Fax or Email</td>
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</tbody>
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<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td>Fax or Email</td>
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</tbody>
</table>

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<th>Contact Name</th>
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</thead>
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<td>City</td>
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<tr>
<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td>Fax or Email</td>
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</table>

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
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</thead>
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<td>City</td>
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<tr>
<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

Neighborhood Organizations (Continued)

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 below

Part 1. Notifications made at Pre-Application (Competitive HTC only)

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-applicatic met all threshold requirements, and no additional notifications were required with this full Application.

Re-notifications made at Application (Competitive HTC only):

I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

Notifications made at Application:

- No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.
- One or more entities described changed between the submission of the pre-application and the Application, and I (We) certify that the new entity was notified as required by 10 TAC §11.203.
- As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content

- I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date the complete Application is submitted for Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.
- I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.
- I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.
- I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
  - Superintendent of the school district containing the Development;
  - Presiding officer of the board of trustees of the school district containing the Development;
  - Mayor of any municipality containing the Development;
  - All elected members of the Governing Body of any municipality containing the Development;
  - Presiding officer of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.
- While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only)

- Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: ____________________________                          2/11/2020

Signature of Applicant/Development Owner

Christopher Shear

Printed Name

Florida

Notary Public, State of

Miami - Dade

County of

My Commission expires

Oct. 23, 2020

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of February, 2020

Notary Public Signature

CHERYL CHALAS
Notary Public - State of Florida
Commission # GG 035993
My Comm. Expires Oct 23, 2020
Bonded through National Notary Assn.
Development Narrative
Development Narrative

1. The proposed Development is: (Check all that apply)

- [ ] New Construction

(If applicable and/or:

- [ ] Adaptive Reuse

NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

Previous TDHCA #

If Acquisition/Rehab or Rehab, original construction year:

If Reconstruction, Units Demolished

Units Reconstructed

2. The Target Population will be:

- [ ] General

NOTE: If "Elderly Development", review 10 TAC §11.1(d)(47) to ensure compliance.

If Elderly is selected (10 TAC §11.1(d)(47)):

- [ ] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.

- [ ] Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.

Selection is based on funding from (select from list):

- [ ] Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

- [ ] The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.

- [ ] Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):

  - [ ] Homeless or Persons at-risk of homelessness
  - [ ] Persons with physical, intellectual, and/or developmental disabilities
  - [ ] Youth aging out of foster care
  - [ ] Persons eligible to receive primarily non-medical home or community-based services
  - [ ] Persons transitioning out of institutionalized care
  - [ ] Persons unable to secure permanent housing elsewhere due to high barrier:
  - [ ] Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities
  - [ ] Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

Describe:

- [ ] Services will be provided by the Applicant or an Affiliate of the Applicant.

- [ ] Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.

- [ ] Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.

- [ ] Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development's operations throughout the entire Affordability Period is included behind this Tab.

- [ ] Evidence of the Applicant’s or General Partner's history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.

- [ ] As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.

2/22/20
and the Applicant or General Partner confirms that:

☐ Development is not financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).
☐ Development has permanent foreclosable, must-pay debt sourced from federal funds.
☐ Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.
☐ If the Development is financed with debt that does not meet the requirements above, Application must include:

☐ Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
☐ Documentation of how resident feedback has been incorporated into Development design;
☐ Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
☐ Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

☐ The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
☐ The Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

3. **Staff Determinations regarding definitions of development activity obtained?**

☐ na

If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. **Narrative**

☐ The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
☐ The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
☐ The Development does not violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
☐ Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources’ authority to target the intended population is included behind this tab.
☐ Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Lakeview Preserve is a new construction development for the General Population. It will have 3 residential buildings, a community amenities center and surface parking. There will be 84 units, with 1, 2 and 3 bedroom units as shown on the rent schedule. The only unusual factor for this development is its partial location in the AE floodzone. One residential building and some parking spaces are impacted by this. Per TDHCA regulations, all buildings will be at least 1 foot above the floodplain and all parking will be no more than 6 inches below the floodplain. Dirt Work and Grading to achieve this has been taken into account in the development cost schedule. In particular, the City of Irving has some offsite requirements regarding removing site from the floodplain. These have been accounted for in the budget.

5. **Funding Request:**

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.
6. **Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)**

Identify any and all set-asides the application will be applying under with an "x".

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th></th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds?  

No

Has this site/activity previously received TDHCA funds?  

No

If "Yes" Enter Project Number: ___________________________ and TDHCA funding source: ___________________________.

Has this site/activity previously received non-TDHCA federal funding?  

No

If yes, source: ___________________________.

Will this site/activity receive non-TDHCA federal funding for costs described in this Application?  

No

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- [ ] At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- [ ] At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
- [x] Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: ___________________________.
Development Activities
## Development Activities I

### 1. Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>84</td>
<td>10</td>
</tr>
</tbody>
</table>

- Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5).
- Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

### 2. Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]

**A. Unit Sizes**

- Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>500</td>
</tr>
<tr>
<td>1</td>
<td>600</td>
</tr>
<tr>
<td>2</td>
<td>800</td>
</tr>
<tr>
<td>3</td>
<td>1,000</td>
</tr>
<tr>
<td>4</td>
<td>1,200</td>
</tr>
</tbody>
</table>

**OR:**

- Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

**B. Unit Requirements (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**

- Application is a Tax Exempt Bond Development and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).

- Application is requesting Direct Loan and not concurrently layered with Housing Tax Credits and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

**Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

### 3. Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6(2), see Tab 19 for Resident Services scoring elections)

- Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

- Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

### 4. Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207]; [10 TAC §11.101(b)(8)]

- Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

  - All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

- Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

  Regardless of building type, **ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).**
Development Activities Continued
### Development Activities II

#### Self Score Total: **139**

1. **Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]**
   - Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points)
     - bedroom Size: 0 1 2 3 4
       - Square Footage: 550 650 850 1,050 1,250
     - Specific amenities and quality features will be provided in every Unit at no extra charge to the resident;
       - Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B). * (9 points)
   - *Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.*

2. **Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]**
   - At least 20 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.*
   - *Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≥40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will appear on the MFDL Self Score tab.

### Application is seeking points for Rent Levels of Residents.

3. **Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]**
   - Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000 Direct Loan Points: 0
   - Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000 Direct Loan Points: 0
   - Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000 Direct Loan Points: 0

### Application is seeking points for Subsidy Per Unit.

4. **Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]**
   - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and
     - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
     - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
     - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
     - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
     - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
   - OR (DO NOT COMPLETE BOTH)
     - Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)
     - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
     - The Average Income for the proposed Development will be 54% or lower (15 points)
     - The Average Income for the proposed Development will be 55% or lower (13 points)
     - The Average Income for the proposed Development will be 56% or lower (11 points)
     - The Average Income for the proposed Development will be 57% or lower (11 points)

DOES NOT APPLY TO:  Development Activities I

### Development Activities I

#### Self Score Total: **0**

- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
- OR (DO NOT COMPLETE BOTH)
- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)
- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
- The Average Income for the proposed Development will be 54% or lower (15 points)
- The Average Income for the proposed Development will be 55% or lower (13 points)
- The Average Income for the proposed Development will be 56% or lower (11 points)
- The Average Income for the proposed Development will be 57% or lower (11 points)

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

- Application is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
- Development Activities I

### Development Activities I

#### Self Score Total: **0**

- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
- OR (DO NOT COMPLETE BOTH)
- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)
- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
- The Average Income for the proposed Development will be 54% or lower (15 points)
- The Average Income for the proposed Development will be 55% or lower (13 points)
- The Average Income for the proposed Development will be 56% or lower (11 points)
- The Average Income for the proposed Development will be 57% or lower (11 points)
Application is seeking points for Income Levels of Residents.  

5. Rent Levels of Residents (Competitive HTC Applications only) \([\text{s}\text{11.9}(c)(2)]\)

- Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points)
- Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
- Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)

Points Claimed: 11

6. Resident Services (Competitive HTC Applications and Direct Loan Applications) \([\text{s}\text{11.9}(c)(3)\text{ and }\text{s}\text{13.6}(2)]\)

- Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.

Points Claimed: 1

7. Residents with Special Housing Needs (Competitive HTC Applications only) \([\text{s}\text{11.9}(c)(6)]\)

- Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs. The Units identified for this scoring item may not be the same Units identified previously for the Section 811 PRA Program. The Development Owner agrees to specifically market Units to Persons with Special Housing Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Housing Needs or held vacant, unless the units receive HOME funds from any source. (2 points)

Points Claimed: 2

8. Pre-Application Participation (Competitive HTC Applications only) \([\text{s}\text{11.9}(e)(3)]\)

Points Claimed: 6

9. Extended Affordability (Competitive HTC Applications only) \([\text{s}\text{11.9}(e)(5)]\)

- Development will maintain a 35 year Affordability Period.
- Development will maintain a 40 year Affordability Period.
- Development will maintain a 45 year Affordability Period.

Points Claimed: 4

10. Historic Preservation (Competitive HTC Applications only) \([\text{s}\text{11.9}(e)(6)]\)

- Application requests points for Historic Preservation.
- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
- Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
- Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.
- Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
- At least 75% of the residential units will be within the Certified Historic Structure.

- Attached behind this tab are the THC letter and other documentation described above.

Points Claimed: 4

11. Right of First Refusal (Competitive HTC Applications only) \([\text{s}\text{11.9}(e)(7)]\)

- Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

Points Claimed: 1

12. Funding Request Amount (Competitive HTC Applications only) \([\text{s}\text{11.9}(e)(8)]\)

- Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.

Points Claimed: 1
Existing Development Information

NOT APPLICABLE
Occupied Developments

NOT APPLICABLE
22 Architectural Drawings
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Follow these steps in Adobe Acrobat to convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [v] Print As Image 300dpi > OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

* Site Plan which:
  - states the size of the site on its face;
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc.;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished;
  - identifies all pipeline easements on or adjacent to the Development Site §11.101(2)(I)); and
  - identifies all Amenities.

* Residential Building floor plans should include the following, building by building:
  - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
  - location of accessible units (unless included on Site Plan).

* Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
  - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
  - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

For Supportive Housing only, specification of space to be used for 75 sq. ft./unit common space. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.

* Unit floor plans for each type of Unit:
  - must include the square footage of each type of Unit; and
  - must include floor plans for the accessible Units.

* Elevations for each side of each building type which include:
  - a percentage estimate of the exterior composition of each elevation; and
  - roof pitch.

* Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
LAKEVIEW PRESERVE APARTMENTS
2800 S MACARTHUR BLVD. IRVING, TEXAS

UNIT MIX BREAKDOWN

<table>
<thead>
<tr>
<th>BUILDING Type</th>
<th>UNIT Type</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building Type</th>
<th>Unit Total</th>
<th>Rentable Area</th>
<th>Share of Exterior Area</th>
<th>Total Projected Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUILDING A</td>
<td>UNIT A - 1 BEDROOM</td>
<td>3</td>
<td>1</td>
<td>3</td>
<td>36</td>
<td>936.79 SF</td>
<td>36.034 SF</td>
<td>84</td>
</tr>
<tr>
<td></td>
<td>UNIT B - 2 BEDROOM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUILDING B</td>
<td>UNIT A - 1 BEDROOM</td>
<td>3</td>
<td>1</td>
<td>3</td>
<td>36</td>
<td>936.79 SF</td>
<td>36.034 SF</td>
<td>84</td>
</tr>
<tr>
<td></td>
<td>UNIT B - 2 BEDROOM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUILDING C</td>
<td>UNIT A - 2 BEDROOM</td>
<td>3</td>
<td>1</td>
<td>24</td>
<td>24</td>
<td>1873.55 SF</td>
<td>24.601 SF</td>
<td>72</td>
</tr>
</tbody>
</table>

TOTAL NUMBER OF APARTMENT BUILDINGS: 3

UNIT MIX PERCENTAGES

<table>
<thead>
<tr>
<th>UNIT Type</th>
<th>Unit Total</th>
<th>Unit A</th>
<th>Total</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT A - 1 BEDROOM</td>
<td>36</td>
<td>24</td>
<td>84</td>
<td>36%</td>
</tr>
<tr>
<td>UNIT B - 2 BEDROOM</td>
<td>12</td>
<td>9</td>
<td>36</td>
<td>10%</td>
</tr>
<tr>
<td>UNIT C - 3 BEDROOM</td>
<td>24</td>
<td>18</td>
<td>72</td>
<td>10%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>62</td>
<td>42</td>
<td>138</td>
<td>100%</td>
</tr>
</tbody>
</table>

ACCESSIBLE UNITS

- TOTAL UNITS: 84
- MOBILITY (5%): 4
- COMMUNICATION (2%): 1

NOTE: LOCAL CODE REQUIRES ACCESSIBLE UNITS TO BE ON THE FIRST FLOOR.
BUILDING TYPE B
LAKEVIEW PRESERVE APARTMENTS

THIRD LEVEL S.F. TOTALS
NET LIVING AREA = 5,134 S.F.
STAIRWAYS, ELEVATORS AND CONDORS = 1,311 S.F.
BUILDING TYPE B S.F. TOTALS
NET LIVING AREA = 24,482 S.F.
STAIRWAYS, ELEVATORS AND CONDORS = 4,349 S.F.
BLDG TYPE C - FRONT ELEVATION
SCALE: 1/8" = 1'-0"

BLDG TYPE C - LEFT ELEVATION
SCALE: 1/8" = 1'-0"

BLDG TYPE C - REAR ELEVATION
SCALE: 1/8" = 1'-0"

BLDG TYPE C - RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL LEGEND

- FIBER CEMENT SHEET LAP SIDING (4" x 4", 8")
- FIBER CEMENT PANEL W/ BATTENS
- STUCCO FINISH
- CULTURED STONE VENEER
- FIBERGLASS/ASPHALT ARCHITECTURAL SHINGLE ROOFING
- STANDING SEAM METAL ROOFING

PROJECT NO: 5697 - 02/19/2020
IRVING, TEXAS

EXTERIOR ELEVATIONS
LAKEVIEW PRESERVE APARTMENTS

© 2020 FUGLEBERG KOCH
2505 TEMPLE TRAIL
WINTER PARK, FLORIDA 32789
TEL: 407-629-0593
FAX: 407-628-1077
AA26002103
WWW.FUGLEBERGKOCH.COM
Specifications and Building/Unit Type Configuration
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should correspond to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq. Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns T through AF.

**Specifications and Amenities (check all that apply)**

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scattered Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourplex</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>x &gt; 4 Units Per Building</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Townhome</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Development will have:**

- X Fire Sprinklers
- Elevators: 0 # of Elevators
- WT. Capacity: 0

**Number of Parking Spaces (consistent with Architectural Drawings):**

- Shed or Flat Roof Carport Space
- Detached Garage Spaces
- Attached Garage Spaces: 152
- Uncovered Spaces
- Structured Parking Garage Spaces

**Floor Composition/Wall Height:**

- 100% Carpet/Vinyl/Resilient Flooring
- Ceiling Height: 9
- 9% Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other
- Describe:

### Number of Stories

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bathrooms</th>
<th># of Bedrooms</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>1</td>
<td>794</td>
<td>3</td>
<td>1</td>
<td>28</td>
<td>22,232</td>
</tr>
<tr>
<td>A1-A</td>
<td>1</td>
<td>1</td>
<td>794</td>
<td>2</td>
<td>2</td>
<td>22</td>
<td>1,588</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>959</td>
<td>6</td>
<td>40</td>
<td>40</td>
<td>38,360</td>
</tr>
<tr>
<td>B1-A</td>
<td>2</td>
<td>2</td>
<td>959</td>
<td>11</td>
<td>2</td>
<td>11</td>
<td>1,918</td>
</tr>
<tr>
<td>C1</td>
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<td>1,157</td>
<td>1</td>
<td>1</td>
<td>11</td>
<td>1,157</td>
</tr>
<tr>
<td>C1-A</td>
<td>2</td>
<td>2</td>
<td>1,157</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Totals:**

- 36
- 24
- 24
- -
- -
- -
- -
- 84
- 77,982

If a revised form is submitted, date of submission: [ ]

**Net Rentable Square Footage from Rent Schedule:**

- 77,982

**Common Area Square Footage as specified on Architect Certification:**

- 77,982

### Information below to be used by Supportive Housing Applicants only.

- **Total development Common Area as specified on Architect Certification:** [ ]
- **Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square feet of Common Area claimed must be conditioned space:** [ ]
- **Ensure that this number matches your architectural drawings:** [ ]
- **The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:** [ ]
- **The lesser of these two numbers added to NRA:** [ ]
- **Use this number to figure points under 11.9(e)(2) and $11.9(e)(2), at least 50 square feet of each 75 square feet of Common Area claimed must be conditioned space:** [ ]
- **77,982**
Accessible Mobility Units Calculation
## Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

### Mobility

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>84</td>
<td>5%</td>
<td>4.2</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1/1</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>2</td>
</tr>
<tr>
<td>2/2</td>
<td>42</td>
<td>5%</td>
<td>2.1</td>
<td>2.1</td>
<td>2</td>
</tr>
<tr>
<td>3/2</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>84</td>
<td></td>
<td>4.2</td>
<td>4.6</td>
<td>5</td>
</tr>
</tbody>
</table>

*NOTE:* If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

### EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 10C)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE:* Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: ____________________________

Signature

Edward Hunton, AIA
Printed Name
Fugleberg Koch, LLC
Firm Name (If applicable)

2/19/2020

Date

Fugleberg Koch, LLC
AA260002103
Accessible Hearing/Visual Units Calculation
**Accessible Hearing/Visual Units Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

(1) Distributed throughout the Unit types AND the Development; and

(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>84</td>
<td>2%</td>
<td>1.68</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>42</td>
<td>2%</td>
<td>0.84</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>84</td>
<td>1.68</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

Signature: ____________________________
Date: 2/19/2020

Printed Name: Edward Hunton, AIA
Firm Name (If applicable): Fugleberg Koch, LLC
AA260002103

2/18/2020
Accessible Parking Calculation
Submitting this worksheet or a comparable document certified by an accessibility professional.

Instructions for Submitting Accessible Parking Information

When the number of parking spaces for Units is equal to or greater than the number of Units:

If the number of parking spaces (surface spaces, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., "Distribution of APSs Among the Various Types of Parking". For each type of parking space ( surface spaces, carports, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

If parking spaces are in separate lots ( e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 1
### Accessible Parking for Residential Units

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>84</td>
</tr>
<tr>
<td>Total surface parking spaces (including non-residential):</td>
<td>152</td>
</tr>
<tr>
<td>Total carports (including non-residential):</td>
<td>0</td>
</tr>
<tr>
<td>Total garages (including non-residential):</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td></td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>1</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td></td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>5</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>67</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td></td>
</tr>
<tr>
<td>Total APSs required (including dwelling units and facilities/amenities):</td>
<td>8</td>
</tr>
</tbody>
</table>

#### Distribution of APSs Among the Various Types of Parking

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

<table>
<thead>
<tr>
<th>Type of Parking Space</th>
<th>Required Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface spaces</td>
<td>8</td>
</tr>
<tr>
<td>Carports</td>
<td>2</td>
</tr>
<tr>
<td>Garages</td>
<td>0</td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature:**

**Date:** 2/19/2020

**Printed Name:**

---

**Edward Hunton, AIA**

**Fugleberg Koch, LLC**

**AA260002103**
Rent Schedule
If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size".

### Rent Schedule

<table>
<thead>
<tr>
<th>HTF Units</th>
<th>MFDL Units</th>
<th>TOCHA MHR Units</th>
<th>Other, Subsidy Units</th>
<th># of Bedrooms</th>
<th># of Units</th>
<th>Unit Size (sq. ft)</th>
<th>Program Rent Limit</th>
<th>Rent Collected Cost</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1,100</td>
<td>922</td>
<td>3,628</td>
<td>922</td>
<td>3,628</td>
</tr>
<tr>
<td>TC 50%</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1,100</td>
<td>1,768</td>
<td>17,452</td>
<td>1,768</td>
<td>17,452</td>
</tr>
<tr>
<td>TC 80%</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>1,100</td>
<td>3,202</td>
<td>1,567</td>
<td>3,202</td>
<td>1,567</td>
</tr>
</tbody>
</table>

### Direct Loan (HOME, MFDL, HOME Units)

- **Cost Per Sq. Ft:** $110.05
- **Total Monthly Rent:** $1,567

### TC 30%

- **Total Monthly Rent:** $1,248
- **Non Rental Income:** $20.00 per unit/month
- **Non Rental Income:** $30.00 per unit/month

### TC 50%

- **Total Monthly Rent:** $2,432
- **Non Rental Income:** $20.00 per unit/month
- **Non Rental Income:** $30.00 per unit/month

### TC 80%

- **Total Monthly Rent:** $3,828
- **Non Rental Income:** $20.00 per unit/month
- **Non Rental Income:** $30.00 per unit/month

### Potential Gross Monthly Income

- **Total Non-Rental Income:** $1,680

### Effective Gross Annual Income

- **Total Non-Rental Income:** $1,680

### Self Score Total:

- **Total Non-Rental Income:** $1,680

### Development Cost Schedule

- **Total Non-Rental Income:** $1,680

### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>11%</td>
</tr>
<tr>
<td>TC40%</td>
<td>6%</td>
</tr>
<tr>
<td>TC50%</td>
<td>69%</td>
</tr>
<tr>
<td>TC60%</td>
<td>20%</td>
</tr>
<tr>
<td>TC70%</td>
<td>20%</td>
</tr>
<tr>
<td>TC80%</td>
<td>20%</td>
</tr>
</tbody>
</table>

### Mortgage Revenue

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NRB20%</td>
<td>0</td>
</tr>
<tr>
<td>NRB30%</td>
<td>0</td>
</tr>
<tr>
<td>NRB40%</td>
<td>0</td>
</tr>
<tr>
<td>NRB50%</td>
<td>0</td>
</tr>
<tr>
<td>NRB60%</td>
<td>0</td>
</tr>
<tr>
<td>NRB70%</td>
<td>0</td>
</tr>
<tr>
<td>NRB80%</td>
<td>0</td>
</tr>
</tbody>
</table>

### Bond

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NRBI Total</td>
<td>0</td>
</tr>
<tr>
<td>NRBMAR</td>
<td>0</td>
</tr>
<tr>
<td>NRBMAR Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Direct Loan (HOME, TCAP RF, and/or NSPI PI)

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
</tr>
<tr>
<td>LH50%</td>
<td>0</td>
</tr>
<tr>
<td>HH50%</td>
<td>0</td>
</tr>
<tr>
<td>HH80%</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### Other

- **Total Non-Rental Income:** $1,680

### Self Score Total:

- **Total Non-Rental Income:** $1,680

### Development Cost Schedule

- **Total Non-Rental Income:** $1,680
Utility Allowances
**Utility Allowances [§10.614]**

Applicant must attach documentation to this form to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Tenant</td>
<td></td>
<td>$ 12</td>
<td>$ 12</td>
<td>$ 12</td>
<td></td>
<td></td>
<td>UA Pro Feb 3, 2020, Approved by TDCHA</td>
</tr>
<tr>
<td>Sewer</td>
<td>Tenant</td>
<td></td>
<td>$ 7</td>
<td>$ 9</td>
<td>$ 11</td>
<td></td>
<td></td>
<td>UA Pro Feb 3, 2020, Approved by TDCHA</td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td>$ 64</td>
<td>$ 75</td>
<td>$ 85</td>
<td></td>
<td></td>
<td>UA Pro Feb 3, 2020, Approved by TDCHA</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td>$ -</td>
<td>$ 83.0</td>
<td>$ 96.0</td>
<td>$ 108.0</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Electric Rate is an all-inclusive rate calculated by UA Pro based on energy use**

If a revised form is submitted, date of submission: [ ]
February 4, 2020

Isabelle Atkinson  
Structure Development  
Austin, TX  
isabelle@structuretexas.com

RE: 2020 HTC Application – proposed site located in Irving, Texas

Dear Ms. Atkinson:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2020 Housing Tax Credit (HTC), located in Irving, to calculate the utility allowance using the Energy Consumption Model in accordance with 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants; and,
3. That the residents are financially responsible for electricity, water and sewer and that the utilities are not paid to or through the owner of the building based on an allocation formula or RUBS.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached allowance calculated by UApro+ dated February 3, 2020. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the Energy Consumption Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

If you have any further questions, please contact Cara Pollei toll free in Texas at (800) 643-8204, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

Cara Pollei  
Compliance Monitor
ALLOWANCES FOR TENANT-FURNISHED UTILITIES & OTHER SERVICES

REPORT DATE: 2020-02-03
PROPERTY: Lakeview Preserve
LOCATION: Irving, TX

TABLE 1: MONTHLY UTILITY ALLOWANCES

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Electricity</th>
<th>Water</th>
<th>Sewer</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR</td>
<td>$64</td>
<td>$12</td>
<td>$7</td>
<td>$83</td>
</tr>
<tr>
<td>2 BR</td>
<td>$75</td>
<td>$12</td>
<td>$9</td>
<td>$96</td>
</tr>
<tr>
<td>3 BR</td>
<td>$85</td>
<td>$12</td>
<td>$11</td>
<td>$108</td>
</tr>
</tbody>
</table>

TABLE 2: MONTHLY UTILITY CONSUMPTION

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Electricity (kWh)</th>
<th>Water/Sewer (kGal)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR</td>
<td>489</td>
<td>1.68</td>
</tr>
<tr>
<td>2 BR</td>
<td>593</td>
<td>2.36</td>
</tr>
<tr>
<td>3 BR</td>
<td>689</td>
<td>3.04</td>
</tr>
</tbody>
</table>

UApro+™ is compliant with IRS regulation 26 CFR 1.42-10. See technical documentation for further details on compliance, methodology, and additional data.
Annual Operating Expenses
# ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$7,500</td>
</tr>
<tr>
<td>Advertising</td>
<td>$16,800</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$5,000</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$2,500</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$2,500</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$37,300</td>
</tr>
</tbody>
</table>

Management Fee: $41,904

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$56,160</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$41,600</td>
</tr>
<tr>
<td>Other</td>
<td>$24,440</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$122,200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td></td>
</tr>
<tr>
<td>Exterminating</td>
<td>$8,000</td>
</tr>
<tr>
<td>Grounds</td>
<td>$12,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$15,200</td>
</tr>
<tr>
<td>Repairs</td>
<td>$15,200</td>
</tr>
<tr>
<td>Pool</td>
<td>$10,000</td>
</tr>
<tr>
<td>Other</td>
<td>$8,900</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$69,300</td>
</tr>
</tbody>
</table>

| Utilities (Enter Only Property Paid Expense) |       |
| Electric                                   |       |
| Common area electricity, vacant units      | $15,688|
| Natural gas                                |       |
| Trash                                      |       |
| Comporable properties                      | $10,000|
| Water/Sewer                                |       |
| Common area, irrigation and vacant units   | $33,112|
| Other                                      |       |
| Other                                      |       |
| Total Utilities:                           | $58,800|

Annual Property Insurance: Rate per net rentable square foot: $0.32 $25,200

| Property Taxes                             |       |
| Annual Property Taxes                      | $121,294|
| Payments in Lieu of Taxes                  |       |
| Total Property Taxes:                      | $121,294|

Reserve for Replacements: Annual reserves per unit: $300 $25,200

| Other Expenses                             |       |
| Cable TV                                   |       |
| Supportive Services (Staffing/Contracted Services) |       |
| TDHCA Compliance fees ($40/HTC unit)       | $3,360|
| TDHCA Direct Loan Compliance Fees ($34/MDL unit) |       |
| TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit) |       |
| Bond Trustee Fees (ALL Tax-Exempt Bond Developments) |       |
| Security                                   |       |
| Other                                      |       |
| Other                                      |       |
| Total Other Expenses:                      | $3,360|

TOTAL ANNUAL EXPENSES Expense per unit: $607 $504,558

Expense to Income Ratio: 60.20%

NET OPERATING INCOME (before debt service) $333,514

Annual Debt Service

| CitiBank                                    | $271,623|
| TDHCA Bond-Issuer Admin Fee (0.10%)         | $5,000|
| TDHCA Bond-Issuer Admin Fee (0.10%)         | $2,500|

TOTAL ANNUAL DEBT SERVICE Debt Coverage Ratio: 1.23 $271,623

NET CASH FLOW $61,891

If a revised form is submitted, date of submission:
15 Year Rental Housing Operating Pro Forma
## 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the pro forma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$885,864</td>
<td>$903,581</td>
<td>$921,653</td>
<td>$940,086</td>
<td>$958,888</td>
<td>$1,058,689</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$20,160</td>
<td>$20,563</td>
<td>$20,974</td>
<td>$21,394</td>
<td>$21,822</td>
<td>$24,093</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$906,024</td>
<td>$924,144</td>
<td>$942,627</td>
<td>$961,480</td>
<td>$980,710</td>
<td>$1,082,783</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($67,952)</td>
<td>($69,311)</td>
<td>($70,697)</td>
<td>($72,111)</td>
<td>($73,553)</td>
<td>($81,209)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$838,072</td>
<td>$854,834</td>
<td>$871,930</td>
<td>$889,369</td>
<td>$907,156</td>
<td>$1,001,574</td>
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</table>

### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$37,300</td>
<td>$38,419</td>
<td>$39,572</td>
<td>$40,759</td>
<td>$41,981</td>
<td>$48,688</td>
<td>$56,420</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$41,904</td>
<td>$42,742</td>
<td>$43,597</td>
<td>$44,469</td>
<td>$45,358</td>
<td>$50,079</td>
<td>$55,291</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$122,200</td>
<td>$125,866</td>
<td>$129,642</td>
<td>$133,531</td>
<td>$137,537</td>
<td>$159,443</td>
<td>$184,838</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$69,300</td>
<td>$71,379</td>
<td>$73,520</td>
<td>$75,726</td>
<td>$77,998</td>
<td>$90,421</td>
<td>$104,822</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$15,688</td>
<td>$16,159</td>
<td>$16,643</td>
<td>$17,143</td>
<td>$17,657</td>
<td>$20,469</td>
<td>$23,730</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$43,112</td>
<td>$44,405</td>
<td>$45,738</td>
<td>$47,110</td>
<td>$48,523</td>
<td>$56,251</td>
<td>$65,111</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
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<tr>
<td>Property Tax</td>
<td>$121,294</td>
<td>$124,933</td>
<td>$128,681</td>
<td>$132,541</td>
<td>$136,517</td>
<td>$158,261</td>
<td>$183,468</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,360</td>
<td>$3,461</td>
<td>$3,565</td>
<td>$3,672</td>
<td>$3,782</td>
<td>$4,384</td>
<td>$5,082</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$504,558</td>
<td>$519,276</td>
<td>$534,427</td>
<td>$550,023</td>
<td>$566,079</td>
<td>$653,738</td>
<td>$755,097</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$333,514</td>
<td>$335,558</td>
<td>$337,504</td>
<td>$339,346</td>
<td>$341,077</td>
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<td>$350,721</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$61,891</td>
<td>$63,935</td>
<td>$65,881</td>
<td>$67,723</td>
<td>$69,454</td>
<td>$76,213</td>
<td>$79,098</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$61,891</td>
<td>$125,826</td>
<td>$191,707</td>
<td>$259,429</td>
<td>$328,883</td>
<td>$693,051</td>
<td>$1,081,330</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.23</td>
<td>1.24</td>
<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.28</td>
<td>1.29</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

### Signatures

**Signature, Authorized Representative, Construction or Permanent Lender**

Signed version is found behind Tab 35

**Signature, Authorized Representative, Syndicator**

If a revised form is submitted, date of submission: 2/19/20
Off-Site Cost Breakdown
Off-Site Cost Breakdown (Lakeview Preserve)

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those offsite costs indicated on the Development Costs Schedule. However, costs listed here should be able to be justified in another place on the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Cost</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floodplain Mitigation per City Requirements</td>
<td>$375,000.00</td>
<td>1</td>
<td>$375,000.00</td>
<td></td>
<td>$</td>
<td>$375,000.00</td>
</tr>
</tbody>
</table>

Lines 35-37 Hidden

Total $375,000

T. Craig Carney, P.E.

Printed Name
February 20, 2020

Signature of Registered Engineer responsible for Budget Justification

Date
If a revised form is submitted, date of submission: 2/19/20
Site Work Cost Breakdown
Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.
Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.
Columns B and C: In determining actual construction cost, two different methods may be used:
- The construction costs may be broken down into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.
Column D: To arrive at the total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.
Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.
Column F: Engineering/architectural costs must be broken out by the Site Work activity.
Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

***This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.***

For Site Work costs that exceed $15,000 per unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering/Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$0.00</td>
<td></td>
<td>$50.00</td>
<td>In A/E Design Fee</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$0.00</td>
<td></td>
<td>$50.00</td>
<td>In A/E Design Fee</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Detention</td>
<td>$50,000.00</td>
<td></td>
<td>$50,000.00</td>
<td>In A/E Design Fee</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Rought grading</td>
<td>$320,000.00</td>
<td></td>
<td>$320,000.00</td>
<td>In A/E Design Fee</td>
<td>$320,000</td>
<td>$320,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$28,000.00</td>
<td></td>
<td>$28,000.00</td>
<td>In A/E Design Fee</td>
<td>$28,000</td>
<td>$28,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$64,575.00</td>
<td></td>
<td>$64,575.00</td>
<td>In A/E Design Fee</td>
<td>$64,575</td>
<td>$64,575</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$27,500.00</td>
<td></td>
<td>$27,500.00</td>
<td>In A/E Design Fee</td>
<td>$27,500</td>
<td>$27,500</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$418,000.00</td>
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<td>$418,000.00</td>
<td>In A/E Design Fee</td>
<td>$418,000</td>
<td>$418,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$153,527.00</td>
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<td>$153,527.00</td>
<td>In A/E Design Fee</td>
<td>$153,527</td>
<td>$153,527</td>
</tr>
<tr>
<td>Decorative masonry</td>
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<td>1</td>
<td>$50.00</td>
<td>In A/E Design Fee</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$7,500.00</td>
<td>1</td>
<td>$7,500.00</td>
<td>In A/E Design Fee</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,569,107</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]
Date: 2/18/2020

T. Craig Carney, P.E.
Printed Name

LAKEVIEW PRESERVE

If a revised form is submitted, date of submission: 2/18/20
Independent Accountant’s Report on Applying Agreed-Upon Procedures

Texas Department of Housing and Community Affairs (“TDHCA”)  
P.O. Box 13941 Austin, TX 78711

The Managing Member  
601 Brickell Key Drive, Suite 700  
Miami, FL 33131

Re: Lakeview Preserve

We have performed the procedures enumerated below, which were agreed to by the managing member of MHP Region 3 II, LLC and TDHCA on the calculation of the site work to be included in the estimated Eligible Basis for the Texas Uniform Housing Program Application (the “Schedule”) of Limited Partnership. MHP Region 3 II, LLC’s management is responsible for the calculation of the site work to be included in the estimated Eligible Basis for the Texas Uniform Housing Program Application of Limited Partnership. The sufficiency of these procedures is solely the responsibility of MHP Region 3 II, LLC. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

Calculation of Eligible Site Work

1. We obtained the estimated eligible site work schedule (See attached Schedule A)  

   No Exceptions.

2. We compared the classification of estimated costs on the Schedule to the description of eligible costs provided in TAM's 200043015, 200043016, and 200043017.  

   No Exceptions.

3. We compared the classification of the estimated costs on the Schedule to IRC Section 42 and 168.  

   No Exceptions

In performing the procedures enumerated above the following documents have been made available to us:

- Estimated site work cost from the Managing Member
- Representation letter from the Managing Member
- Signed site work verification from the engineer
This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the calculation of the site work to be included in the estimated Eligible Basis for the Texas Uniform Housing Program Application of Limited Partnership. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the managing member of MHP Region 3 II, LLC and TDHCA, and is not intended to be and should not be used by anyone other than those specified parties.

Austin, Texas
February 25, 2020
## Estimated Eligible Site Work Schedule

<table>
<thead>
<tr>
<th>Item</th>
<th>Total</th>
<th>Ineligible</th>
<th>Eligible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Asbestos Abatement</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Detention</td>
<td>50,000</td>
<td>50,000</td>
<td>-</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>820,000</td>
<td>-</td>
<td>820,000</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>28,000</td>
<td>-</td>
<td>28,000</td>
</tr>
<tr>
<td>On-site Concrete</td>
<td>64,575</td>
<td>-</td>
<td>64,575</td>
</tr>
<tr>
<td>On-site Electrical</td>
<td>27,500</td>
<td>-</td>
<td>27,500</td>
</tr>
<tr>
<td>On-site Paving</td>
<td>418,005</td>
<td>-</td>
<td>418,005</td>
</tr>
<tr>
<td>On-site Utilities</td>
<td>153,527</td>
<td>-</td>
<td>153,527</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bumper Stops, Striping &amp; Signs</td>
<td>7,500</td>
<td>-</td>
<td>7,500</td>
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<tr>
<td><strong>Total Site Work</strong></td>
<td>$ 1,569,107</td>
<td>$ 50,000</td>
<td>$ 1,519,107</td>
</tr>
</tbody>
</table>
Development Cost Schedule
# Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

## ACQUISITION

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site acquisition cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td><strong>$500,000</strong></td>
<td><strong>$0</strong></td>
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</table>

## OFF-SITES

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Floodplain Mitigation per City Requirements</strong></td>
<td><strong>$375,000</strong></td>
<td></td>
<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td><strong>$375,000</strong></td>
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## SITE WORK

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>On-site paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td><strong>$1,569,107</strong></td>
<td><strong>$0</strong></td>
<td></td>
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</table>

## SITE AMENITIES

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td><strong>$300,000</strong></td>
<td><strong>$0</strong></td>
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</tbody>
</table>

## BUILDING COSTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Metals</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roof Covering</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors and Windows</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finishes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialties</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>300,000</td>
<td>300,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs Before 11.9(e)(2)**

|  | $8,582,106 | $0 | $8,582,106 |

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

|  | $81.88 psf | $6,385,166 |

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

**TOTAL BUILDING COSTS & SITE WORK**

(INCLUDING SITE AMENITIES)

|  | $10,451,213 | $0 | $8,204,273 |

**Contingency**

|  | 6.48% | $701,183 | 701,183 |

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>601,644</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>230,548</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>691,644</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>6.00%</td>
<td>691,644</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

|  | $1,613,835 | $0 | $1,246,764 |

**TOTAL CONSTRUCTION CONTRACT**

(INCLUDING SITE AMENITIES)

|  | $13,141,231 | $0 | $10,152,220 |

**Contingency**

|  | 6.48% | $701,183 | 701,183 |

**IF NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible building cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.**

**SOFT COSTS**

| Architectural - Design fees | 356,520 | 356,520 |
| Architectural - Supervision fees | 50,000 | 50,000 |
| Engineering fees | 150,000 | 150,000 |
| Real estate attorney/other legal fees | 245,000 | 245,000 |
| Accounting fees | 35,000 | 35,000 |
| Impact Fees | 22,250 | 22,250 |
| Building permits & related costs | 65,000 | 65,000 |
| Appraisal | 6,500 | 6,500 |
| Market analysis | 8,000 | 8,000 |
| Environmental assessment | 2,800 | 2,800 |
| Soils report | 12,500 | 12,500 |
| Survey | 40,000 | 40,000 |
| Marketing | 125,000 | 125,000 |
| Hazard & liability insurance | 127,712 | 127,712 |
| Real property taxes | 123,192 | 123,192 |
| Personal property taxes | 84,722 | 84,722 |
| Tenant Relocation | 150,000 | 150,000 |
| FF&E | 30,000 | 30,000 |

**Subtotal Soft Cost**

|  | $1,634,196 | $0 | $1,509,196 |

**FINANCING:**

**CONSTRUCTION LOAN(S)**

<p>| Interest | 550,000 | 275,000 |
| Loan origination fees | 110,000 | 110,000 |
| Title &amp; recording fees | 101,455 | 101,455 |
| Closing costs &amp; legal fees | 22,000 | 22,000 |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Permanent</th>
<th>Bridge</th>
<th>Other Financing Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspection fees</td>
<td>35,000</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Permanent Loan(s)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>44,850</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>20,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>8,970</td>
</tr>
<tr>
<td>Bond premium</td>
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</tr>
<tr>
<td>Credit report</td>
<td>0</td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

### Bridge Loan(s)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

### Other Financing Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>62,520</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>35,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Financing Cost</td>
<td>$989,795</td>
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<tr>
<td></td>
<td>$0</td>
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<tr>
<td></td>
<td>$543,455</td>
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</table>

### Developer Fees

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Developer Fees</td>
<td>$2,219,856</td>
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<tr>
<td></td>
<td>$1,679,856</td>
</tr>
<tr>
<td></td>
<td>14.97%</td>
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### Reserves

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td>261,493</td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Reserves</td>
<td>$261,493</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

*Any existing reserve amounts should be listed on the Schedule of Sources.*

**Total Housing Development Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td>261,493</td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
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</tr>
</tbody>
</table>

**Total Housing Development Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Housing Development Costs</td>
<td>$18,746,571</td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$13,884,727</td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

### Deduct From Basis:

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units
- Historic Credits (residential portion only)

**Total Eligible Basis**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$13,884,727</td>
</tr>
</tbody>
</table>
**High Cost Area Adjustment (100% or 130%)**

<table>
<thead>
<tr>
<th>Total Adjusted Basis</th>
<th>130%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$18,050,145</td>
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</tbody>
</table>

Applicable Fraction

<table>
<thead>
<tr>
<th>Total Qualified Basis</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18,050,145</td>
<td>$18,050,145</td>
</tr>
</tbody>
</table>

Credit Request (from 17. Development Narrative)

<table>
<thead>
<tr>
<th>Credits Supported by Eligible Basis</th>
<th>9.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,624,513</td>
<td>$1,624,513</td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)**

| Score for 11.9(e)(2) | 12 |

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND. Applicants are advised to ensure that the figure is not rounded down to the maximum dollar figure to support the elected points.*

Name of contact for Cost Estimate: Christopher Shear

Phone Number for Contact: (773) 981-1817

If a revised form is submitted, date of submission: __________
Financing Narrative and Summary of Sources and Uses
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e., Financing Narrative, Term Sheets and Development Cost Schedule).

| Financing Participants | Funding Description | Construction Period |  |  |  |  |  |  |  |
|------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|                        |                     | Loan/Equity Amount  | Interest Rate (%)   | Lien Position       | Loan/Equity Amount  | Interest Rate (%)   | Amortization Term (Yrs) | Syndication Rate |
| Debt                   | TDHCA               | MF Direct Loan Const. to Perm. (Repayable) | $0 |  | $ - | 0.00% | 30 | 0 |
|                        | TDHCA               | MF Direct Loan Only (Repayable) | $0 | 0.00% |  |  |  |  |
|                        | TDHCA               | Multifamily Direct Loan (Soft, Repayable) | $0 | 0.00% |  | $ - | 0.00% | 0 | 0 |
|                        | TDHCA               | Mortgage Revenue Bond | $0 | 0.00% |  | $ - | 0.00% | 0 | 0 |
| Citibank               | Conventional Loan  | $11,000,000         | 5.00% | 1 | $ 4,485,000 | 5.00% | 35 | 15 |

**Third Party Equity**

|                        | NEF                  | HTC                  | $1,500,000 | 8,459,154 | $14,098,590 | 0.94 |

**Grant**

|                        | City of Irving Fee Waivers | $11,964(2KLPS Contribution) | $500 |  | $500 |

**Deferred Developer Fee**

|                        | $162,481 |

**Other**

| Direct Loan Match |

**Total Sources of Funds**

| $19,459,654 |

**Total Uses of Funds**

| $18,746,571 |

### INSTRUCTIONS

Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project-based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The developer will borrow construction funds from Citibank in the amount and at the terms shown above. Equity will be paid in 60% during construction. Citibank will convert the construction loan to permanent financing in the amount shown and at the terms listed above. The City of Irving has agreed to waive fees in the amount of $500. National Equity Fund will provide equity to the project in the amount shown above. The rate is .94 per $1 of tax credits. The developer will defer fees in the amount that sources are not equal to uses. Currently the projected amount to be deferred is as shown in the worksheet above. This amount can be paid from cash flow in less than 15 years.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

**This is a new construction development and no reserve accounts will transfer. Replacement reserves are budgeted at $300 per unit per year as shown in the Operating Expense worksheet.**

Describe the operating items (rents, operating subsidies, project-based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments).

There are no operating subsidies for this development. Operating expenses were taken from the developer’s comparable properties throughout the nation and adjusted for the Texas market. We anticipate 1 full time manager and 1 full time maintenance staff.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

---

**Signature, Authorized Representative, Construction or Permanent Lender**

| Telephone: |
| Email address: |

If a revised form is submitted, date of submission: 2/25/20
# Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>$0</td>
<td>-</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0 0.00%</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Citybank</td>
<td>$11,000,000 5.00%</td>
<td>1</td>
<td>$4,485,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>NEF</td>
<td>$1,500,000</td>
<td>$8,459,154</td>
<td>$14,398,590</td>
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<tr>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Grant</td>
<td>City of Irving Fee Waivers</td>
<td>$11,966,214</td>
<td>$500</td>
<td>$500</td>
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<td></td>
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</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td>$162,481</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Sources of Funds</td>
<td>$19,459,654</td>
<td>$13,745,571</td>
</tr>
<tr>
<td></td>
<td>Total Uses of fund</td>
<td>$33,766,651</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### INSTRUCTIONS
- Describe the sources of funds that will finance the development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for the development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

- Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan and Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

- The developer will borrow construction funds from Citybank in the amount and at the terms shown above. Equity will be paid in 0% during construction. Citybank will convert the construction loan to permanent financing in the amount shown and at the terms listed above. The City of Irving has agreed to waive fees in the amount of $500. National Equity Fund will provide equity to the project in the amount shown above. The rate is 9.4% per $1 of tax credits. The developer will defer fees in the amount that sources are not equal to uses. Currently the projected amount to be deferred is as shown in the worksheet above. This amount can be paid from cash flow in less than 15 years.

- Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

- This is a new construction development and no reserve accounts will transfer. Replacement reserves are budgeted at $300 per unit per year as shown in the Operating Expense worksheet.

- Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments).

- There are no operating subsidies for this development. Operating expenses were taken from the developer's comparable properties throughout the nation and adjusted for the Texas market. We anticipate 1 full time manager and 1 full time maintenance staff.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

[Signature] [Printed Name] [Date]

Telephone: [123.762.5052] Email address: [camerlee@cityofch.com]

If a revised form is submitted, date of submission: 2/19/20
Financial Capacity (MFDL Only)

NOT APPLICABLE
Match Funds (MFDL Only)

NOT APPLICABLE
Finance Scoring
<table>
<thead>
<tr>
<th>1. <strong>Commitment of Development Funding by Local Political Subdivision</strong> ($11.9(d)(2))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
</tr>
<tr>
<td>City of Irving</td>
</tr>
<tr>
<td><strong>X</strong> A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.</td>
</tr>
<tr>
<td><strong>X</strong> The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.</td>
</tr>
<tr>
<td><strong>X</strong> The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.</td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. <strong>Financial Feasibility</strong> ($11.9(e)(1))</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> Eligible Pro-Forma and letter stating Development is financially feasible.</td>
</tr>
<tr>
<td><strong>X</strong> Eligible Pro-Forma and letter stating Development and Principals are acceptable.</td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. <strong>Leveraging of Private, State, and Federal Resources</strong> ($2306.6725(a)(3); §11.9(e)(4))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
</tr>
<tr>
<td>10.7143%</td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
</tr>
<tr>
<td>8.00%</td>
</tr>
<tr>
<td><strong>Eligibility for points:</strong></td>
</tr>
<tr>
<td><strong>X</strong> Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>* Be sure no more than 50% of Developer fees are deferred.</td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
</tr>
</tbody>
</table>
Supporting Documents
Supporting Documents Should be Included Behind this Tab

ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- [x] Executed Pro Forma from Permanent or Construction Lender
- [x] Letter from lender regarding approval of Principals (consistent with Template)
- [x] Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- [na] Evidence of any Gap Financing, terms included
- [na] Evidence of any Owner Contributions, with financial support if required
- [x] Evidence of Equity Financing (HTC applications only)
- [na] Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- [x] Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP§11.9(d)(2)]
- [na] Evidence of Rental Assistance/Subsidy
## 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$885,864</td>
<td>$903,581</td>
<td>$921,653</td>
<td>$940,086</td>
<td>$958,888</td>
<td>$1,058,689</td>
<td>$1,168,879</td>
</tr>
<tr>
<td>Secondary income</td>
<td>$20,160</td>
<td>$20,563</td>
<td>$20,974</td>
<td>$21,394</td>
<td>$21,822</td>
<td>$24,093</td>
<td>$26,601</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$906,024</td>
<td>$924,144</td>
<td>$942,627</td>
<td>$961,480</td>
<td>$980,710</td>
<td>$1,082,783</td>
<td>$1,195,479</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($67,952)</td>
<td>($69,311)</td>
<td>($70,697)</td>
<td>($72,111)</td>
<td>($73,553)</td>
<td>($81,209)</td>
<td>($89,661)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$838,072</td>
<td>$854,834</td>
<td>$871,930</td>
<td>$889,369</td>
<td>$907,156</td>
<td>$1,001,574</td>
<td>$1,105,818</td>
</tr>
</tbody>
</table>

### EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$37,300</td>
<td>$38,419</td>
<td>$39,572</td>
<td>$40,759</td>
<td>$41,981</td>
<td>$48,668</td>
<td>$56,420</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$41,904</td>
<td>$42,742</td>
<td>$43,597</td>
<td>$44,469</td>
<td>$45,358</td>
<td>$50,079</td>
<td>$55,291</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$122,200</td>
<td>$125,866</td>
<td>$129,642</td>
<td>$133,531</td>
<td>$137,537</td>
<td>$159,443</td>
<td>$184,838</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$69,300</td>
<td>$71,379</td>
<td>$73,520</td>
<td>$75,726</td>
<td>$77,998</td>
<td>$90,421</td>
<td>$104,822</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$15,688</td>
<td>$16,159</td>
<td>$16,643</td>
<td>$17,134</td>
<td>$17,657</td>
<td>$20,469</td>
<td>$23,730</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$43,112</td>
<td>$44,405</td>
<td>$45,738</td>
<td>$47,110</td>
<td>$48,523</td>
<td>$56,251</td>
<td>$65,211</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$121,294</td>
<td>$124,933</td>
<td>$128,681</td>
<td>$132,541</td>
<td>$136,517</td>
<td>$158,261</td>
<td>$183,468</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,360</td>
<td>$3,461</td>
<td>$3,565</td>
<td>$3,672</td>
<td>$3,782</td>
<td>$4,384</td>
<td>$5,082</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$504,558</td>
<td>$519,276</td>
<td>$534,427</td>
<td>$550,023</td>
<td>$566,079</td>
<td>$653,738</td>
<td>$755,097</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$333,514</td>
<td>$335,558</td>
<td>$337,504</td>
<td>$339,346</td>
<td>$341,077</td>
<td>$347,836</td>
<td>$350,721</td>
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</tbody>
</table>

### DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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</tbody>
</table>

### ANNUAL NET CASH FLOW

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$61,891</td>
<td>$63,935</td>
<td>$65,881</td>
<td>$67,723</td>
<td>$69,454</td>
<td>$76,213</td>
<td>$79,098</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$61,891</td>
<td>$125,826</td>
<td>$191,707</td>
<td>$259,429</td>
<td>$328,883</td>
<td>$693,051</td>
<td>$1,081,330</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.23</td>
<td>1.24</td>
<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.28</td>
<td>1.29</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.5 debt coverage ratio. (Signature only required if using this pro forma for loans under $11.9(e)(1) relating to Financial Feasibility)

---

**Signature, Authorized Representative, Construction or Permanent Lender**

Catherine Lee  
Printed Name:  
Date: 9-20-20  
Phone: 713-765-5022  
Email: catherinelee@att.com

---

**Signature, Authorized Representative, Syndicator**  
Printed Name:  
Date:  
Phone:  
Email:  

If a revised form is submitted, date of submission:  
2/19/20
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the pro forma period should be attached to this exhibit.

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$885,864</td>
<td>$903,581</td>
<td>$921,653</td>
<td>$940,086</td>
<td>$956,888</td>
<td>$1,058,689</td>
<td>$1,168,879</td>
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<tr>
<td>Secondary Income</td>
<td>$20,160</td>
<td>$20,563</td>
<td>$20,974</td>
<td>$21,394</td>
<td>$21,822</td>
<td>$24,093</td>
<td>$26,601</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$906,024</td>
<td>$924,144</td>
<td>$942,627</td>
<td>$961,480</td>
<td>$980,710</td>
<td>$1,082,783</td>
<td>$1,195,479</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(67,952)</td>
<td>$(69,311)</td>
<td>$(70,697)</td>
<td>$(72,111)</td>
<td>$(73,553)</td>
<td>$(81,209)</td>
<td>$(89,661)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$838,072</td>
<td>$854,834</td>
<td>$871,930</td>
<td>$889,369</td>
<td>$907,156</td>
<td>$1,001,574</td>
<td>$1,105,818</td>
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</tbody>
</table>

## EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$37,300</td>
<td>$38,419</td>
<td>$39,572</td>
<td>$40,759</td>
<td>$41,981</td>
<td>$48,668</td>
<td>$56,420</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$41,904</td>
<td>$42,742</td>
<td>$43,597</td>
<td>$44,649</td>
<td>$45,358</td>
<td>$50,079</td>
<td>$55,291</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$122,200</td>
<td>$125,866</td>
<td>$129,642</td>
<td>$133,531</td>
<td>$137,537</td>
<td>$159,443</td>
<td>$184,838</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$69,300</td>
<td>$71,379</td>
<td>$73,520</td>
<td>$75,726</td>
<td>$77,998</td>
<td>$90,421</td>
<td>$104,822</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$15,688</td>
<td>$16,159</td>
<td>$16,643</td>
<td>$17,143</td>
<td>$17,657</td>
<td>$20,469</td>
<td>$23,730</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$43,112</td>
<td>$44,405</td>
<td>$45,738</td>
<td>$47,110</td>
<td>$48,523</td>
<td>$56,251</td>
<td>$65,211</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$121,294</td>
<td>$124,933</td>
<td>$128,681</td>
<td>$132,541</td>
<td>$136,517</td>
<td>$158,261</td>
<td>$183,468</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,360</td>
<td>$3,461</td>
<td>$3,565</td>
<td>$3,672</td>
<td>$3,782</td>
<td>$4,384</td>
<td>$5,082</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$504,558</td>
<td>$519,276</td>
<td>$534,427</td>
<td>$550,023</td>
<td>$566,079</td>
<td>$653,738</td>
<td>$755,097</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$333,514</td>
<td>$335,558</td>
<td>$337,504</td>
<td>$339,346</td>
<td>$341,077</td>
<td>$347,836</td>
<td>$350,721</td>
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</tbody>
</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## ANNUAL NET CASH FLOW

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$61,891</td>
<td>$63,935</td>
<td>$65,881</td>
<td>$67,723</td>
<td>$69,454</td>
<td>$76,213</td>
<td>$79,098</td>
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</tbody>
</table>

## CUMULATIVE NET CASH FLOW

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$61,891</td>
<td>$125,826</td>
<td>$191,707</td>
<td>$259,429</td>
<td>$328,883</td>
<td>$693,051</td>
<td>$1,081,330</td>
</tr>
</tbody>
</table>

| Debt Coverage Ratio              | 1.23   | 1.24   | 1.24   | 1.25   | 1.26   | 1.28   | 1.29   |
|                                  |        |        |        |        |        |        |        |

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Phone:**

**Email:**

**Date**

**Printed Name**

**Date**

**Signature**

2/12/20

**Printed Name**

**Date**

**Signature**

972.741.5750
ejaldridge@che
Community Capital

February 26, 2020

MHP Region 3 II, LLC
Attn: Christopher Shear
601 Brickell Key Drive, Suite 700
Miami, FL 33131

Re: Lakeview Preserve
    Irving, TX

Dear Christopher Shear:

Citibank, N.A. ("CITI") understands that MHP Region 3 II, LLC on behalf of ("Lakeview Preserve") (the "Project") intends to submit an application to TDHCA for 9% Low Income Housing Tax Credits. CITI is interested in providing the related construction and permanent loan for the Project (see attached Term Sheet, "Exhibit A").

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to CITI in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of CITI's customary due diligence review; (b) approval by CITI internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to CITI and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in CITI's judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither CITI nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to MHP Region 3 II, LLC, the Project or any other person, claiming through MHP Region 3 II, LLC or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this transaction, if you have not already done so.

Very truly yours,

CITIBANK, N.A.

[Signature]

Catherine Lee
Vice President
Encl. - Exhibit A
EXHIBIT A
TERM SHEET

Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages

Lakeview Preserve

February 26, 2020

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

PRELIMINARY LOAN TERMS

Transaction Summary:
Citibank, N.A. (“CITI”) proposes to arrange a construction/permanent loan (“Loan”) to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

Property:
A to-be-constructed multifamily project containing 84 units located in Irving, Texas. The property is commonly referred to as “Lakeview Preserve” (“Property”).

Set-Asides:
11% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income (“AMI”), 69% of the units are reserved for individuals or families whose income is no greater than 50% of AMI, and 20% of the units are reserved for individuals or families whose income is no greater than 80% of AMI. CITI acknowledges the use of income averaging for this project.

Applicant:
MHP Region 3 II, LLC

Borrower:
A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating agreement must be acceptable to CITI in all respects.

LIHTC Investor/Syndicator:
If applicable, the Low Income Housing Tax Credit (“LIHTC”) Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership agreement must be acceptable to CITI in all respects including, particularly, the timing of and conditions to funding capital contributions.
Guarantor(s): McDowell Housing Partners, LLC and/or other individual(s) or corporate entity acceptable to CITI in all respects. The Guarantor(s)’ financial condition(s) must be acceptable to CITI in all respects.

Subordinate Debt: If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements.

Loan Security: First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI’s lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

Construction Phase Recourse Guarantees: Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).

Guarantees, Permanent Phase: None, except for industry standard carve outs (“Carve Outs”). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

Environmental Indemnity: Borrower and Guarantor(s) will be liable for CITI’s standard environmental indemnity.

Closing: Closing is subject to full satisfaction of CITI’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): First Quarter 2021

CONSTRUCTION PHASE

Construction Phase Loan Amount: An amount, currently estimated to be $11,000,000, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 24 months, plus two 6-month extension(s). Fees for the extension(s) are indicated below under “Fees & Expenses.”

Construction Phase Interest Rate: CITI is underwriting to a variable rate that is currently estimated to be 5.00%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.
Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loan during the Construction Phase will be interest only.

Prepayment and Yield Maintenance: Voluntary prepayment of Loan principal amounts during the Construction Phase, including those as a result of a Borrower default, may be made without prepayment premium unless the Construction Phase Loan Amount is reduced to less than the Permanent Phase Loan Amount (as defined below).

If the prepayment reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount; or (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount.

In the event that a Loan prepayment resulting from a Loan resizing, as determined by CITI in its sole discretion, reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount.

Notwithstanding any of the above, in the event the amount of such prepayment would cause the Loan amount to fall below 50% of the Permanent Phase Loan Amount, the Borrower shall be required to repay the Loan in full plus the greater of: (i) 1% of the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount.

If Borrower prepays Loan principal amounts through the application of insurance proceeds or a condemnation award, no prepayment premium shall be payable to CITI.

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.

Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.
General Contractor and Bonding Requirements:
The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better.

Retainage:
Construction contract will provide for a minimum retainage of 10% of each construction pay application until “substantial completion” (as defined in the Loan documents) unless other arrangements have been approved by CITI. Retainage percentage amounts can be revised, but only down to a minimum of 10% until 50% completion and then 0% retention withheld thereafter. No release of retainage is permitted for achieving 50% completion]. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE

Permanent Phase Loan Amount:
The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $4,485,000 or such other loan amount supported by CITI’s underwriting of the Property at the time of Conversion in accordance with CITI’s underwriting requirements including those listed below.

Term/Amortization: 15/35 years

Yield Maintenance Period: From Closing until 6 months prior to the end of the Permanent Phase.

Permanent Phase Interest Rate:
CITI is underwriting to a fixed that is currently estimated to be 5.00%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing. CITI reserves the right to change the permanent loan to a Freddie Mac execution should the pricing become more favorable.

Conversion to Permanent Phase Requirements:
Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

Debt Service Coverage: A minimum of 1.15 to 1.00.

Loan-to-Value: 90% of market value, based on restricted rents and inclusive of value of permanent below market financing (if applicable), assuming project rents on 80% or more of the units are discounted to a level at least 10% below market. Otherwise, 85%.
Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of $300/unit/year for new construction projects or, for renovation projects, in an amount determined by a Physical Needs Assessment acceptable to CITI, but in a minimum amount of $300/unit/year. For each successive five year period thereafter until Permanent Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (“Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI. CITI may rely upon environmental reports commissioned by Borrower if report is current (within 12 months) and CITI has been provided evidence of acceptable E&O insurance coverage carried by Borrower’s environmental consultant and a reliance letter in form acceptable to CITI. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI in its sole discretion.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

1) The Bank has reviewed the sponsor’s application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years.

2) The Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

3) The Bank has reviewed in substance, the creditworthiness and quality of the financial strength of the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

4) The Bank understands that any transaction that is located in a disaster county as declared by the Federal Emergency Management Agency must close on all financing and have an executed construction contract by the last business day of November 2020. The Bank would be prepared to close in that time frame.
FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).

Origination Fee: A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount, together the (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

CITI Legal Fees (est): Estimated fees of CITI’s counsel for the initial closing are to be determined and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.

Fees of CITI’s counsel for work associated with Conversion of the Loan to the Permanent Phase are to be determined.

Course of Construction Inspections (est): $TBD/monthly report.

Construction Term Extension Fee: The first six-month extension of the Construction Phase loan amount will be free of charge and the second six-month will be 0.25% of the Construction Phase loan amount.

Conversion Fee and Expenses: A Conversion fee equal to $10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be $7,500.

Other Costs: Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

Term Sheet Expiration Date: Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a "Transaction").

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

**SPONSOR:**

By: [Signature]
Name: Chris Shear
Title: Officer
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Tax-exempt Loan will be in separate documents and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital nor does it obligate us to enter into such a commitment, nor are we acting as a fiduciary to you. By accepting this presentation, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”). The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other CITI personnel may have already acted on the basis of this information (including by trading for CITI’s proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI’s personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

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Re: – Lakeview Preserve - Letter of Intent

Dear Mr. Shear:

This letter is a preliminary equity investment commitment from the National Equity Fund, Inc. (NEF) for Lakeview Preserve (“Project”), a proposed LIHTC, multifamily community located in Irving, TX.

NEF, an affiliate of the Local Initiatives Support Corporation (LISC), was incorporated in 1987 with the mission to identify and develop new sources of financing to help provide affordable housing for low income families and to assist non-profit organizations in creating this housing. NEF has worked with 700 local development partners in forming partnerships which acquire, develop, rehabilitate and manage low-income rental housing. Since the enactment of the Federal Low Income Housing Tax Credit in 1986, NEF has raised more than $11 billion in equity and invested it in more than 2,200 affordable housing projects in 46 states, including Washington, D.C. and Puerto Rico.

Described below are the basic terms, conditions and assumptions of this preliminary commitment:

- The Project consists of a proposed LIHTC, multifamily community which will consist of 844 total housing units located in Irving, TX. All units are LIHTC targeted to families with incomes at or below 80% AMI. The project will utilize IRS §42(g)(1)(c) Average Income Test - average of the imputed income limitations designated shall not exceed 60 percent of Area Median Income.

- The Project will be owned by MHP Region 3 II, LLC. The Managing Member will be MHP Region 3 II Member, LLC and will be owned by East 43rd St, LLC and MHP Lakeview Preserve, LLC. The Investor Member will be NEF Assignment Corporation. NEF has reviewed the entities and principals involved and has no reservations at this time.

- NEF proposes to be the Federal Low Income Housing tax credit investor with an equity investment of $14,098,590 based on annual LIHTC allocation of $1,500,000 which represents a price of $0.94. NEF’s proposed equity pay-in schedule is depicted on the following page:
The final timing and amounts of equity payments at closing and during construction will be agreed upon by NEF and the Managing Member prior to closing. NEF will charge a $55,000 Due Diligence fee.

- Reserves - The Investor Member will require the following reserves:
  - Operating Reserve of $261,493
  - Replacement Reserve of $300 per unit per year to be funded monthly.

- Guaranties and Adjusters – NEF will require McDowell Housing Partners, LLC to provide guaranties of development completion, operations, and the repurchase of NEF’s interest if the project fails to meet basic tax credit benchmarks. The Project’s operating agreement will include adjusters to the Investor Member’s capital contributions if there is a change in the agreed upon amounts of total projected tax credits or projected first year credits.

- Sources – NEF’s terms are based on the Sources and Uses on the attached.

A final determination of our investment will depend upon confirmation of the project’s assumptions; a full underwriting of the Project, the development team and their financial statements; the review of plans and specifications; the commitment for all other sources of financing; the development schedule; review of due diligence materials; successful negotiation of the operating agreement and approval by NEF’s Investment Review Committee and by its final tax credit investors.

Sincerely,

Jason Aldridge
Vice President
National Equity Fund
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
<td>$ - 0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Citibank</td>
<td>Conventional Loan</td>
<td>$11,000,000</td>
<td>5.00%</td>
<td>1</td>
<td>$ 4,485,000</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>NEF</td>
<td>$ 1,500,000</td>
<td>$ 8,459,154</td>
<td>$ 14,098,590</td>
<td>0.94</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Irving Fee Waivers</td>
<td>$11,967.95 Contribution</td>
<td>$ 500</td>
<td>$ 500</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>$ 162,481</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds** | $ 19,459,654 | $ 18,746,571
**Total Uses of Funds**     | $ 18,746,571 |

**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The developer will borrow construction funds from Citibank in the amount and at the terms shown above. Equity will be paid in 60% during construction. Citibank will convert the construction loan to permanent financing in the amount shown and at the terms listed above. The City of Irving has agreed to waive fees in the amount of $500. National Equity Fund will provide equity to the project in the amount shown above. The rate is .94 per $1 of tax credits. The developer will defer fees in the amount that sources are not equal to uses. Currently the projected amount to be deferred is as shown in the worksheet above. This amount can be paid from cash flow in less than 15 years.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

This is a new construction development and no reserve accounts will transfer. Replacement reserves are budgeted at $300 per unit per year as shown in the Operating Expense worksheet.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

There are no operating subsidies for this development. Operating expenses were taken from the developer’s comparable properties throughout the nation and adjusted for the Texas market. We anticipate 1 full time manager and 1 full time maintenance staff.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender, Syndicator

Telephone: (972) 741-5150
Email address: jaldridge@nefiinc.org

If a revised form is submitted, date of submission: 04-23-20
February 20, 2020

MHP Region 3 II, LLC
C/O Mr. Christopher Shear
McDowell Housing Partners
601 Brickell Key Drive; Ste 700
Miami, FL 33131

Re: Lakeview Preserve - Letter of Intent

Dear Mr. Shear:

This letter is a preliminary equity investment commitment from the National Equity Fund, Inc. (NEF) for Lakeview Preserve (“Project”), a proposed LIHTC, multifamily community located in Irving, TX.

NEF, an affiliate of the Local Initiatives Support Corporation (LISC), was incorporated in 1987 with the mission to identify and develop new sources of financing to help provide affordable housing for low income families and to assist non-profit organizations in creating this housing. NEF has worked with 700 local development partners in forming partnerships which acquire, develop, rehabilitate and manage low-income rental housing. Since the enactment of the Federal Low Income Housing Tax Credit in 1986, NEF has raised more than $11 billion in equity and invested it in more than 2,200 affordable housing projects in 46 states, including Washington, D.C. and Puerto Rico.

Described below are the basic terms, conditions and assumptions of this preliminary commitment:

▪ The Project consists of a proposed LIHTC, multifamily community which will consist of 84 total housing units located in Irving, TX. All units are LIHTC targeted to families with incomes at or below 80% AMI. The project will utilize IRS §42(g)(1)(c) Average Income Test - average of the imputed income limitations designated shall not exceed 60 percent of Area Median Income.

▪ The Project will be owned by MHP Region 3 II, LLC. The Managing Member will be MHP Region 3 II Member, LLC and will be owned by East 43rd St, LLC and MHP Lakeview Preserve, LLC. The Investor Member will be NEF Assignment Corporation. NEF has reviewed the entities and principals involved and has no reservations at this time.

▪ NEF proposes to be the Federal Low Income Housing tax credit investor with an equity investment of $14,098,590 based on annual LIHTC allocation of $1,500,000 which represents a price of $0.94. NEF’s proposed equity pay-in schedule is depicted on the following page:
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- **Reserves** - The Investor Member will require the following reserves:
  - Operating Reserve of $261,493
  - Replacement Reserve of $300 per unit per year to be funded monthly.

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- **Sources** – NEF’s terms are based on the Sources and Uses on the attached.

A final determination of our investment will depend upon confirmation of the project’s assumptions; a full underwriting of the Project, the development team and their financial statements; the review of plans and specifications; the commitment for all other sources of financing; the development schedule; review of due diligence materials; successful negotiation of the operating agreement and approval by NEF’s Investment Review Committee and by its final tax credit investors.

Sincerely,

Jason Aldridge  
Vice President  
National Equity Fund
February 14, 2020

Texas Department of Housing and Community Affairs
Attn. Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #20083 – Lakeview Preserve

Dear Ms. Gamble:

I am writing this letter to confirm the contribution of development funding by the City of Irving for the McDowell Housing Partners Lakeview Preserve development. The City of Irving will contribute a loan, grant, reduced fees, gap funding, economic incentive, or a contribution of other value that equals $500 or more, as allowed by state and federal laws and local ordinances, and subject to terms and conditions of the Irving City Council. This funding is for the benefit of the development.

Sincerely,

Richard H. Stopfer, Mayor
City of Irving, Texas
Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

   - [ ] No  If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - [ ] Yes  If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab

   - [ ] Yes  The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 40.00%
     - Cash flow from operations: 5.00%
     - Developer Fee: 5.00%
     - Total: 50.00% (Must equal at least 50% regardless of structure)

   - [ ] The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - [ ] A detailed narrative describing how that material participation will be achieved is included.
   - [ ] The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - [ ] A detailed narrative describing experience in each category is included.

   - [ ] Property Management
   - [ ] Construction
   - [x] Development
   - [x] Financing
   - [ ] Compliance

   - [x] No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.
   - [x] Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - [ ] No  A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - [ ] No  A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - [ ] Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: 0

   Total Points Claimed: 2
## Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

### 1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

- **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
- **Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
- **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
  - **Ownership Interest:** 40.000%
  - **Cash flow from operations:** 5.000%
  - **Developer Fee:** 5.000%
  - **Total:** 50.000% (Must equal at least 50% regardless of structure)
- **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
- **Yes** A detailed narrative describing how that material participation will be achieved is included.
- **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
- **Yes** A detailed narrative describing experience in each category is included.

Mark all that apply:

- [ ] Property Management
- [ ] Construction
- [x] Development
- [x] Financing
- [ ] Compliance

No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

**Points Claimed:** 2

### 2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

- **A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.**

- **A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.**

- Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

**Points Claimed:** 0

**Total Points Claimed:** 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

EAST 43RD ST. LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 26-JUL-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19
Material Participation of HUB

East 43rd St., LLC, is the HUB for this project. Sarah Andre has sole control of the company. Ms. Andre formed East 43rd St., LLC for the purpose of HTC development and ownership. Ms. Andre has more than 20 years of experience in affordable housing development. Please see the attached bio for more information on her specific experience. Ms. Andre also has more than a decade of HTC development experience, including as a principal in the following developments:

10142 Mason Senior Apartment Homes  
11246 Tylor Grand (control ended in 2015)  
12060 The Reserves at High Plains  
12075 Saddlebrook Apartments  
13247 The Reserves at South Plains  
15135 Columbia at Renaissance Square  
16105 Tuscany Park at Arcola  
18018 Columbia at Renaissance Square II

In addition to participation during the pre-development and construction phases of the development, East 43rd St LLC will also materially participate in the long-term operation of the property by acting as a liaison with management staff and TDHCA. With an expertise in development and finance, this entity will take an active role in monitoring the financial aspects of this property including profit and loss analysis and will coordinate with the lender and equity provider throughout the compliance period to ensure compliance. This entity will also make periodic visits to the property to ensure proper maintenance and expenditures, as well as work with the property management company during lease-up and operation to ensure long term compliance with TDHCA rules and standards.
Project Experience
Total Units: 11,333
Total Tax Credits: $87,172,416

2019
Alazan Lofts, San Antonio 88 units
Housing Tax Credit award: $1,500,000

Bridge at Loyola Lofts, Austin 204 Units
Housing Tax Credit award: $1,475,411

Decker Lofts, Austin 262 Units
Housing Tax Credit award: $1,500,000

Division Lofts, Arlington 75 units
Housing Tax Credit award: $1,822,502

Kyle Dacy Apartments, Kyle 324 Units
Housing Tax Credit award: $1,515,943

Lago de Plata, Corsicana 150 Units
Housing Tax Credit award: $723,820

Luna Flats, San Antonio 69 Units
Housing Tax Credit award: $1,500,000

Metro Tower Lofts, Lubbock 89 units
Housing Tax Credit award: $1,256,699

Reserve at New York, Arlington 84 units
Housing Tax Credit award: $1,500,000

Verdin Square, Houston 96 units
Housing Tax Credit award: $1,500,000

Wurzbach Manor, San Antonio 161 Units
Housing Tax Credit award: $837,177

2018
Cambrian East Riverside, Austin, 65 units
Housing Tax Credit award: $1,010,620

Columbia Renaissance Sq. II, Ft. Worth 120 units
Housing Tax Credit award: $1,500,000

Clyde Ranch, Clyde, 40 units
Housing Tax Credit award: $500,000
HOME Award: $660,000

2017
Baxter Lofts, Harlingen, 24 units
Housing Tax Credit award: $335,545

Fenix Estates, Houston, 200 units
Housing Tax Credit award: $1,201,176

Rio Lofts, San Antonio, 81 units
Housing Tax Credit award: $1,198,439

Secretariat, Arlington, 74 units
Housing Tax Credit award: $1,243,264

East Meadows Phase II, 119 units
Housing Tax Credit award: $1,496,281

Old Dowlen Cottages, Beaumont, 72 units
Housing Tax Credit award: $1,049,712

Del Valle 969, Austin ETJ, 302 units
Housing Tax Credit award: $1,645,713

Lord Road, San Antonio, 324 units
Housing Tax Credit award: $1,648,531

Harris Ridge, Austin, 324 units
Housing Tax Credit award: $1,344,750
Housing First Oak Springs, 50 units
Commercial Health Clinic
Housing Tax Credit Award: $596,746

2016
Standard at Boswell Marketplace, Ft. Worth, 120 units
Housing Tax Credit award: $1,500,000

Standard on the Creek, Houston, 120 units
Housing Tax Credit award: $1,500,000

Rachael Commons, McGregor, 48 units
Housing Tax Credit award: $501,703

Laguna Hotel Lofts, Cisco, 40 units
Housing Tax Credit award: $545,000
Historic Tax Credits

Baxter Lofts, Plainview, 29 units
Housing Tax Credit award: $462,000
Historic Tax Credits

Easterling Culebra, San Antonio, 90 units
Housing Tax Credit award: $1,500,000

Tuscany Park at Arcola, Arcola, 96 units
Housing Tax Credit award: $1,500,000

Cross Creek Apartments, Austin, 200 units
Housing Tax Credit award: $991,084

Broadmoor Apartments, Fort Worth, 324 units
Housing Tax Credit award: $1,522,365

Acme Apartments, San Antonio, 324 units
Housing Tax Credit award: $1,553,716

Terrace at Walnut Creek, Austin, 320 units
Housing Tax Credit award: $1,943,001

Mercantile Apartments, Fort Worth, 324 units
Housing Tax Credit award: $1,522,255

2015
Columbia at Renaissance, Fort Worth, 150 units
Housing Tax Credit award: $1,500,000

Estates of Lampasas, Lampasas, 80 senior units
Housing Tax Credit award: $839,000

Wheatley Courts, San Antonio, 80 senior units
Housing Tax Credit award: $736,792

2014
Citrus Cove, Bridge City, 80 senior units
Housing Tax Credit award: $823,000

Parmer Place, Austin, 252 units
Housing Tax Credit award: $1,025,359

Villas at West Mountain, El Paso, 76 units
Housing Tax Credit award: $745,065

William Cannon, Austin, 252 units
Housing Tax Credit award: $1,354,382

Wheatley Courts, San Antonio, 215 units
Housing Tax Credit award: $1,975,031

2013
Oak Creek Village, Austin, 173 units
Housing Tax Credit award: $2,000,000

2012
Acadiana Village, Bridge City, 80 units
Housing Tax Credit award: $665,000

Amberwood Place, Longview, 78 units
Housing Tax Credit award: $857,000

Apple Grove Villas, Mesquite, 213 units
Housing Tax Credit award: $1,906,038

Eastside Crossings, El Paso, 188 units
Housing Tax Credit award: $1,246,056

La Ventana, Abilene, 84 units
Housing Tax Credit award: $710,000

Reserves at High Plains, Dumas, 64 units
Housing Tax Credit award: $591,366

Saddlebrook, Burkburnett, 64 units
Housing Tax Credit award: $602,610

* Projects Prior to 2013 were developed as a partner in S2A Development Consulting, LLC
Solms Village, New Braunfels, 80 units
Housing Tax Credit award: $750,000

2011
Tylor Grand, Abilene, 120 units
Housing Tax Credit award: $1,395,109
Singing Oaks, Denton, 126 units
Housing Tax Credit award: $1,368,129
The Sunningdale, Shenandoah, 130 senior units
Housing Tax Credit award: $1,766,562
Main Street Commons, Taylor, 75 senior units
Housing Tax Credit award: $1,061,857
Hunter’s Chase, Rockdale, 80 senior units
Housing Tax Credit award: $871,034
Woodside Village, McKinney, 100 units
Housing Tax Credit award: $968,227

2010
Britain Way, Irving, 168 units
Housing Tax Credit award: $1,627,680
Pinnacle at North Chase, Tyler, 120 units
Housing Tax Credit award: $1,473,851
Mason Senior Apartments, Houston, 120 units
Housing Tax Credit award: $1,451,258
Travis Street Plaza, Houston, 192 SRO units
Housing Tax Credit award: $1,374,101
Canyon Square Village, El Paso, 104 units
Housing Tax Credit award: $1,293,104
Las Brisas Manor, Del Rio, 48 senior units
Housing Tax Credit award: $698,724

2009
Northline Apt. Homes, Houston, 172 units
Housing Tax Credit award: $1,976,427

Gholson Hotel, Ranger, 50 senior units
Housing Tax Credit award: $369,189

The Palms, Austin, 428 units
Housing Tax Credit award: $2,000,000

Arrowsmith, Corpus Christi, 70 senior units
Housing Tax Credit award: $444,645
Cherrywood Apts., West, 44 senior units
Housing Tax Credit award: $290,139
Courtwood Apts., Eagle Lake, 50 senior units
Housing Tax Credit award: $294,508
Hillwood Apts., Weimar, 24 senior units ( rehab)
Housing Tax Credit award: $149,029

2008
Heritage Square, Texas City, 50 senior units
Housing Tax Credit award: $349,923
Highland Manor, La Marque, 141 senior units
Housing Tax Credit award: $1,200,000
Stardust Village, Uvalde, 36 units
Housing Tax Credit award: $427,390
Leona Apts., Uvalde, 40 units
Housing Tax Credit award: $124,375
Park Place Apts., Cleveland, 60 units
Housing Tax Credit award: $485,633
Premier on Woodfair, Houston, 408 units
Housing Tax Credit award: $1,200,000

2007
Villa Estella Trevino, Edinburg, 168 senior units
Housing Tax Credit award: $1,151,989

2006
City Walk @ Akard, Dallas, 209 SRO units
Housing Tax Credit award: $1,200,000
Historic Tax Credits
Ms. André has worked in affordable housing since 1994. Her experience includes both consulting on and development of a variety of affordable housing options. Since 2005 her focus has been on multifamily development using Low Income Housing Tax Credits. In this capacity she has been involved in the creation of more than 11,000 units of multifamily housing across Texas with investments of more than $750.

A sampling of recent development/ownership projects includes:
- The Chicon, 28 condominium units and 9,000 square feet of commercial space in Austin, Texas
- The Gristmill at Tuscany Park, 96-units of Tax Credit housing in Arcola, Texas;
- Housing First at Oak Springs, 50 units of Permanent Supportive Housing and a Health Clinic in Austin, Texas; and
- Metro Tower Lofts, a mixed-use adaptive reuse of the tallest building in Lubbock, Texas (in the permitting phase).

Ms. Andre has held positions at Diana McIver & Associates, The Enterprise Foundation and Austin Revitalization Authority. In her capacity as an employee she oversaw the development of the Juniper-Olive Historic District on East 11th Street in Austin, a single-family development including new construction and historic rehabilitation.

Ms. André founded the Austin CHDO Roundtable in 2002, chairs Austin’s Affordability Strategic Council for the Urban Land Institute and serves as a director for the Austin Geriatric Center which is undertaking the redevelopment of 17 acres on Lady Bird Lake in downtown Austin. The development will include 500 units of affordable housing for seniors, market-rate housing and commercial space.
Owner and Developer Organization Charts
Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
Lakeview Preserve Owner Organizational Chart

MHP Region 3 II, LLC
Owner/Applicant
A to be formed Texas Limited Liability Company

Managing Member:
MHP Region 3 II Member, LLC
Member Managed
A to be formed Texas limited liability company 0.01%

Corporate Officers with Control:
W. Patrick McDowell – President
Kenneth Lee – Vice President
Christopher Shear – Vice President
Sarah Andre – VP (Principal/Control for Developer Experience)

40% Member:
East 43rd St., LLC
A Texas limited liability company
Formed on: 12/07/2011
EIN: 45-4483787

Sole Member:
Sarah Andre
A natural person

60% Member:
MHP Lakeview Preserve, LLC
Manager Managed
A to be formed Texas limited liability company

20% Member:
Shear Holdings, LLC
A Florida limited liability company
Formed on: 09/05/2019
EIN: 84-4844479

Sole Member:
Christopher Shear
A natural person

80% Member:
McDowell Housing Partners, LLC
A Delaware limited liability company
Member Managed
Formed on: 06/13/2018
EIN: 83-1081028

50% Member:
Archipelago Housing, LLC
A Delaware limited liability company
Formed on: 06/30/2019
EIN:84-2573037

50% Member:
W. Patrick McDowell 2001 Trust
A revocable trust
Formed on: 7/17/2001

50% Member:
W. Patrick McDowell
A natural person

2% Member:
Michael A. Lee
A natural person

98% Member:
Kenneth Lee
A natural person

Tax-Credit Investor
To Be Determined 99.99%
Lakeview Preserve Guarantor Organizational Chart

**McDowell Housing Partners, LLC**
A Delaware limited liability company
Member Managed
Formed on: 06/13/2018
EIN: 83-1081028

**Corporate Officers:**
- W. Patrick McDowell – President
- Kenneth Lee – Vice President
- Christopher Shear – Managing Director
- Chuck Koslosky – Treasurer

**50% Member:**
- Archipelago Housing, LLC
  A Delaware limited liability company
  Formed on: 06/30/2019
  EIN: 84-2573037

**50% Member:**
- W. Patrick McDowell 2001 Trust
  A revocable trust

**2% Member:**
- Michael A. Lee
  A natural person

**98% Managing Member:**
- Kenneth Lee
  A natural person

**W. Patrick McDowell**
A natural person
List of Organizations and Principals
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>MHP Region 3 II Member, LLC</th>
<th>Role/Title</th>
<th>Managing Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>601 Brickell Key Drive, Suite 700</td>
<td>Miami</td>
<td>FL</td>
<td>33131</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td>MHP Region 3 II, LLC</td>
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<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>na</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(773) 981-1817</td>
<td>Email: <a href="mailto:cshear@mcdhousing.com">cshear@mcdhousing.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
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<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. MHP Lakeview Preserve, LLC</td>
<td>2. East 43rd St., LLC</td>
<td>3. TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td>Yes</td>
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<tr>
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<td>5. TDHCA Experience:</td>
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<tr>
<td>Org. 2</td>
<td>Organization Legal Name:</td>
<td>MHP Lakeview Preserve, LLC</td>
<td>Role/Title</td>
<td>Member of Managing Mbr</td>
</tr>
<tr>
<td>Address:</td>
<td>601 Brickell Key Drive, Suite 700</td>
<td>Miami</td>
<td>FL</td>
<td>33131</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(773) 981-1817</td>
<td>Email: <a href="mailto:cshear@mcdhousing.com">cshear@mcdhousing.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. McDowell Housing Partners, LLC</td>
<td>2. Shear Holdings, LLC</td>
<td>3. TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
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<td>No</td>
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<td>6. TDHCA Experience:</td>
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<tr>
<td>Org. 3</td>
<td>Organization Legal Name:</td>
<td>McDowell Housing Partners, LLC</td>
<td>Role/Title</td>
<td>Mbr of Mbr of Managing Mbr</td>
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<td>Address:</td>
<td>601 Brickell Key Drive, Suite 700</td>
<td>Miami</td>
<td>FL</td>
<td>33131</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>MHP Lakeview Preserve, LLC and MHP Region 3 Developer, LLC</td>
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<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>6/13/18</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(773) 981-1817</td>
<td>Email: <a href="mailto:cshear@mcdhousing.com">cshear@mcdhousing.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. Archipelago Housing, LLC</td>
<td>2. W. Patrick McDowell 2001 Trust</td>
<td>3. TDHCA Experience:</td>
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<tr>
<td>TDHCA Experience:</td>
<td>No</td>
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<td>4. TDHCA Experience:</td>
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<td>5. TDHCA Experience:</td>
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<td>6. TDHCA Experience:</td>
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<tr>
<td>Org. 4</td>
<td>Organization Legal Name:</td>
<td>Archipelago Housing, LLC</td>
<td>Role/Title</td>
<td>50% Member of 80% Mbr</td>
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<tr>
<td>Address:</td>
<td>601 Brickell Key Drive, Suite 700</td>
<td>Miami</td>
<td>FL</td>
<td>33131</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>McDowell Housing Partners, LLC</td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>6/30/19</td>
<td>Legal Org is or will be: Limited Liability Company</td>
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<tr>
<td>Organization</td>
<td>Role/Title</td>
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<tr>
<td>MHP Region 3 II Member, LLC</td>
<td>HUB Partner, CoDeveloper</td>
<td>1301 Chicon, Suite 101</td>
<td>Austin</td>
<td>TX</td>
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<tr>
<td>MHP Lakeview Preserve, LLC</td>
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<tr>
<td>Shear Holdings, LLC</td>
<td>Mbr of Mbr of Mng Mt</td>
<td>601 Brickell Key Drive, Suite 700</td>
<td>Miami</td>
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<tr>
<td>McDowell Housing Partners, LLC</td>
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<tr>
<td>MHP Development Company, LLC</td>
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<tr>
<td>MHP Region 3 II Developer, LLC</td>
<td>Co Developer</td>
<td>601 Brickell Key Drive, Suite 700</td>
<td>Miami</td>
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<td>Org. 9</td>
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<td><strong>Organization Legal Name:</strong> Shear Development Company, LLC</td>
<td><strong>Role/Title:</strong> Member of Co Developer</td>
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<tr>
<td><strong>Address:</strong> 601 Brickell Key Drive, Suite 700</td>
<td><strong>City:</strong> Miami</td>
<td><strong>State:</strong> FL</td>
<td><strong>Zip:</strong> 33131</td>
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<tr>
<td><strong>Name(s) of Entities the Organization Owns or Controls:</strong></td>
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<td>MHP Region 3 II Developer, LLC</td>
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<td><strong>Organization legally formed?</strong> Yes</td>
<td><strong>Date formed:</strong> 09/01/2015</td>
<td><strong>Legal Org is or will be:</strong> Limited Liability Company</td>
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<tr>
<td><strong>Previous TDHCA Experience?</strong> No</td>
<td><strong>Phone:</strong> (773) 981-1817</td>
<td></td>
<td><strong>Email:</strong> <a href="mailto:cshear@mcdhousing.com">cshear@mcdhousing.com</a></td>
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<tr>
<td><strong>Organization is identified on Org. Chart:</strong> Yes</td>
<td><strong>Ability to exercise Control over the Development?</strong> Yes</td>
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<tr>
<td><strong>List of Sub-Entities or Principals:</strong></td>
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<tr>
<td>1. Christopher Shear</td>
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<tr>
<td><strong>TDHCA Experience:</strong> No</td>
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<tr>
<td><strong>Organization Legal Name:</strong></td>
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<td><strong>Address:</strong></td>
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<td><strong>Name(s) of Entities the Organization Owns or Controls:</strong></td>
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<tr>
<td><strong>Organization legally formed?</strong></td>
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<td><strong>Previous TDHCA Experience?</strong></td>
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<tr>
<td><strong>Organization is identified on Org. Chart:</strong></td>
</tr>
<tr>
<td><strong>List of Sub-Entities or Principals:</strong></td>
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<tr>
<td>1.</td>
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<tr>
<th>Org.</th>
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<tbody>
<tr>
<td><strong>Organization Legal Name:</strong></td>
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<td><strong>Address:</strong></td>
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<td><strong>Organization legally formed?</strong></td>
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<td><strong>Previous TDHCA Experience?</strong></td>
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<td><strong>Organization is identified on Org. Chart:</strong></td>
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<tr>
<td><strong>List of Sub-Entities or Principals:</strong></td>
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<td><strong>Name(s) of Entities the Organization Owns or Controls:</strong></td>
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<td><strong>List of Sub-Entities or Principals:</strong></td>
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<tr>
<td>6.</td>
</tr>
</tbody>
</table>
Previous Participation
### Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>MHP Region 3 II, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:cshear@mcdhousing.com">cshear@mcdhousing.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Miami, FL</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>MHP Region 3 II, LLC</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   ![X]

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program. Add more rows to the form as needed.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<td>Email Address:</td>
<td><a href="mailto:cshear@mcdhousing.com">cshear@mcdhousing.com</a></td>
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1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<th>Person/Role:</th>
<th>MHP Lakeview Preserve, LLC</th>
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<td>Email Address:</td>
<td><a href="mailto:cshear@mcdhousing.com">cshear@mcdhousing.com</a></td>
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<td>City &amp; State of Home Addr:</td>
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Person/Role: [Shear Holdings, LLC]
Email Address: [cshear@mcdhousing.com]
City & State of Home Addr: [Miami, FL]
Applicant Legal Name: [MHP Region 3 II, LLC]

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Person/Role: **W. Patrick McDowell 2001 Trust**

Email Address: cshear@mcdhousing.com

City & State of Home Addr: **Miami, FL**

Applicant Legal Name: **MHP Region 3 II, LLC**

### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<tr>
<th>Person/Role:</th>
<th>Kenneth Lee</th>
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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:cshear@mcdhousing.com">cshear@mcdhousing.com</a></td>
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<tr>
<td>City &amp; State of Home Addr:</td>
<td>Miami, FL</td>
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Person/Role: | Michael A. Lee
---|---
Email Address: | cshear@mcdhousing.com
City & State of Home Addr: | Miami, FL
Applicant Legal Name: | MHP Region 3 II, LLC

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Person/Role:  
W. Patrick McDowell

Email Address:  
cshear@mcdhousing.com

City & State of Home Addr:  
Miami, FL

Applicant Legal Name:  
MHP Region 3 II, LLC

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<thead>
<tr>
<th>Role</th>
<th>Name</th>
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<tbody>
<tr>
<td></td>
<td>Christopher Shear</td>
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</table>

### Email Address:

| Address | cshear@mcdhousing.com |

### City & State of Home Addr:

| Address | Miami, FL |

### Applicant Legal Name:

| Name | MHP Region 3 II, LLC |

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Person/Role: MHP Region 3 II Developer, LLC
Email Address: cshear@mcdhousing.com
City & State of Home Addr: Miami, Fl
Applicant Legal Name: MHP Region 3 II, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Other:
Other:
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Person/Role: **Shear Development Company, LLC**  
Email Address: cshear@mcdhousing.com  
City & State of Home Addr: Miami, FL  
Applicant Legal Name: MHP Region 3 II, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role:  
Sarah Andre

Email Address:  
sarah@structuretexas.com

City & State of Home Addr:  
Austin, Texas

Applicant Legal Name:  
MHP Region 3 II, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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40  Nonprofit Participation

NOT APPLICABLE
Nonprofit Supporting Documents

NOT APPLICABLE
Development Team Members
## Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

* If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>MHP Region 3 II Developer, LLC</th>
<th>Christopher Shear</th>
<th>(773) 981-1817</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>tbd</td>
<td>NA - to be formed entity</td>
</tr>
<tr>
<td>Email</td>
<td>(407) 629-0595</td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
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### Housing General Contractor:

<table>
<thead>
<tr>
<th>Gulf Coast Community Builders, LLC</th>
<th>Neil Carson</th>
<th>(512) 808-0881</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>tbd</td>
<td>rqstd</td>
</tr>
<tr>
<td>Email</td>
<td>(512) 808-0881</td>
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<tr>
<td>Certified Texas HUB?</td>
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### Infrastructure General Contractor:

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### Cost Estimator:

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### Architect:

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<tr>
<th>Fugleberg Koch PLLC</th>
<th>Mike Griffin</th>
<th>(407) 629-0595</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>tbd</td>
<td>rqstd</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:mgriffin@fuglebergkoch.com">mgriffin@fuglebergkoch.com</a></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Engineer:</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Carney Engineering PLLC</td>
<td>Craig Carney</td>
<td>(469) 443-0861</td>
</tr>
<tr>
<td><a href="mailto:craig@eng-firm.com">craig@eng-firm.com</a></td>
<td>tbd</td>
<td>26-1379152</td>
</tr>
<tr>
<td>Email</td>
<td></td>
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<tr>
<td>Certified Texas HUB?</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<table>
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<tr>
<th>Civil Engineer:</th>
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<tbody>
<tr>
<td>Carney Engineering PLLC</td>
<td>Craig Carney</td>
<td>(469) 443-0861</td>
</tr>
<tr>
<td><a href="mailto:craig@eng-firm.com">craig@eng-firm.com</a></td>
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<table>
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<tr>
<th>Market Analyst:</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td>Apartment Market Data</td>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
</tr>
<tr>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td>tbd</td>
<td>20-3964998</td>
</tr>
<tr>
<td>Email</td>
<td></td>
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</tr>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<table>
<thead>
<tr>
<th>Appraiser:</th>
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</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<table>
<thead>
<tr>
<th>Attorney:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Locke Lord</td>
<td>Cynthia Bast</td>
<td>(512) 305-4707</td>
</tr>
<tr>
<td><a href="mailto:cbast@lockelord.com">cbast@lockelord.com</a></td>
<td>tbd</td>
<td>74-1164324</td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
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<table>
<thead>
<tr>
<th>Accountant:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohn Reznick</td>
<td>Mathew J. Stille</td>
<td>(512) 494-9400</td>
</tr>
<tr>
<td><a href="mailto:Matt.Stille@cohnreznick.com">Matt.Stille@cohnreznick.com</a></td>
<td>tbd</td>
<td>52-1088612</td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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### Property Manager:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Contact Name: [TBD]
- Phone: [TBD]
- Email: [TBD]
- Certified Texas HUB?: [No]
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: [TBD]

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Contact Name: [Mahesh Aiyer]
- Phone: [(713) 752-5046]
- Email: [mahesh.aiyer@citi.com]
- Proposed Fee: [tbd]
- Tax ID Number (TIN): [13-5266470]
- Certified Texas HUB?: [No]
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: [No]

### Bond Issuer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Contact Name: [NA]
- Phone: [NA]
- Email: [NA]
- Proposed Fee: [NA]
- Tax ID Number (TIN): [NA]
- Certified Texas HUB?: [No]
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: [No]

### Syndicator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Contact Name: [National Equity Fund]
- Phone: [(972) 741-5150]
- Email: [jaldrige@nefinc.org]
- Proposed Fee: [tbd]
- Tax ID Number (TIN): [36-3490231]
- Certified Texas HUB?: [No]
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: [No]

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Contact Name: [TBD]
- Phone: [TBD]
- Email: [TBD]
- Proposed Fee: [TBD]
- Tax ID Number (TIN): [TBD]
- Certified Texas HUB?: [No]
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: [No]
### Title Company

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Republic Title of Texas, Inc.</td>
<td>Patti Windle</td>
<td>(214) 754-7772</td>
</tr>
<tr>
<td><a href="mailto:PWindle@republictitle.com">PWindle@republictitle.com</a></td>
<td>tbd</td>
<td>rqstd</td>
</tr>
</tbody>
</table>

- **Email**: PWindle@republictitle.com
- **Certified Texas HUB?**: No
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: No

### Application Consultant:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structure Development</td>
<td>Sarah Andre</td>
<td>(512) 698-3369</td>
</tr>
<tr>
<td><a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
<td>tbd</td>
<td>45-4483787</td>
</tr>
</tbody>
</table>

- **Email**: sarah@structuretexas.com
- **Certified Texas HUB?**: Yes
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: Yes

### ESA Provider:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Progea</td>
<td>Charlie Summers</td>
<td>(214) 217-4330</td>
</tr>
<tr>
<td><a href="mailto:csummers@progeaglobal.com">csummers@progeaglobal.com</a></td>
<td>tbd</td>
<td>75-2803389</td>
</tr>
</tbody>
</table>

- **Email**: csummers@progeaglobal.com
- **Certified Texas HUB?**: No
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: No

### Scope and Cost Review (formerly PCA) Provider:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
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<td>tbd</td>
<td>45-4483787</td>
</tr>
</tbody>
</table>

- **Email**: NA
- **Certified Texas HUB?**: NA
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: NA

### Preservation Consultant:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>NA</td>
<td>tbd</td>
<td>45-4483787</td>
</tr>
</tbody>
</table>

- **Email**: NA
- **Certified Texas HUB?**: NA
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: NA

### Other:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUB Partner, Co-Developer - East 43rd St., LLC</td>
<td>Sarah Andre</td>
<td>(512) 698-3369</td>
</tr>
<tr>
<td><a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
<td>tbd</td>
<td>45-4483787</td>
</tr>
</tbody>
</table>

- **Email**: sarah@structuretexas.com
- **Certified Texas HUB?**: Yes
- **This is a direct or indirect, financial, or other interest with Applicant or other team members?**: Yes

2/25/20
Tab 42 – Development Team
Explanation of Relationships

East 43rd St., LLC is owned by Sarah Andre who is a member of the applicant and a co-developer as well as the application consultant.
Architect Certification Form
The Engineer/Architect Certification dated on or after January 8 is included behind this tab.

The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 CFR Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

I (We) certify that in accordance with Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units), at least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments. A unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards with the exceptions listed in “Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities” (Federal Register 79 FR 29671) meets this requirement. In addition, at least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments.

I (We) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov’t Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

I (We) certify that I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) acknowledge that the Department may publish the full Development Plan on the Department’s website, release the Development Plan in response to a request for public information and make other use of the Development Plan as authorized by law.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC
§11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov’t Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I(We) certify that the net rentable square footage of the Development is 77,982 square feet, and the common area square footage (to include all enclosed space for resident use such as interior corridors, property management offices, resident services offices, 24 hour front desk offices, clubrooms, lounges, community kitchens, community restrooms, exercise rooms, laundry rooms, mailbox areas, food pantries, meeting rooms, libraries, computer labs, classrooms, maintenance areas, break rooms, and flex space for resident use) is 16,030 square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov’t Code §§2306.6722 and 2306.6730.

By: ____________________________________________

Signature

1/14/2020

Date

Edward Hunton, AIA

Printed Name

AR94580, FL

License Number and State

Fugleberg Koch, LLC
AA26002103

Firm Name (If applicable)
Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

**Evidence of experience behind this tab includes:**

- An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

**DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)**

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

**Davis Bacon Labor Standards (Direct Loan Applications Only)**

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
Ms. Sarah Andre  
702 San Antonio Street  
Austin, Texas 78702  

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Ms. Andre:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
Applicant Credit Limit Documentation and Certification
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>MHP Region 3 II, LLC</td>
<td>No</td>
</tr>
<tr>
<td>2.</td>
<td>MHP Region 3 II Member, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3.</td>
<td>MHP Lakeview Preserve, LLC</td>
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</tr>
<tr>
<td>4.</td>
<td>McDowell Housing Partners, LLC</td>
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</tr>
<tr>
<td>5.</td>
<td>Shear Holdings, LLC</td>
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</tr>
<tr>
<td>6.</td>
<td>Archipelago Housing, LLC</td>
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</tr>
<tr>
<td>7.</td>
<td>W. Patrick McDowell 2001 Trust</td>
<td>No</td>
</tr>
<tr>
<td>8.</td>
<td>Christopher Shear</td>
<td>No</td>
</tr>
<tr>
<td>9.</td>
<td>W. Patrick McDowell</td>
<td>No</td>
</tr>
<tr>
<td>10.</td>
<td>Kenneth Lee</td>
<td>No</td>
</tr>
<tr>
<td>11.</td>
<td>Michael A. Lee</td>
<td>No</td>
</tr>
<tr>
<td>12.</td>
<td>East 43rd St., LLC</td>
<td>No</td>
</tr>
<tr>
<td>13.</td>
<td>Sarah Andre</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>14.</td>
<td>MHP Region 3 II Developer, LLC</td>
<td>Yes, Submit Part II</td>
</tr>
<tr>
<td>15.</td>
<td>Shear Development Company, LLC</td>
<td>No</td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature Of Applicant]

Date: 2/4/2020

Its: Authorized Signer

2/22/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
[ ] a Developer for the Applicant for this specific Application
[ ] an Affiliate to the Applicant
[ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
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<td>Farm Street Village</td>
<td>7R</td>
<td>Bastrop</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Lakeview Preserve</td>
<td>3U</td>
<td>Irving</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Christopher Shear] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
East 43rd St., LLC  
Printed Name  
Date  

2/15/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Sarah Andre, Owner of East 43rd St., LLC

Which is:  
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farm Street Village</td>
<td>7R</td>
<td>Bastrop</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Lakeview Preserve</td>
<td>3U</td>
<td>Irving</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Christopher Shear is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Sarah Andre

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name  
Date

2/15/20
Community Input
<table>
<thead>
<tr>
<th><strong>Community Input Scoring Items</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TDHCA#: 20083</strong></td>
</tr>
<tr>
<td><strong>1. Local Government Support - §11.9(d)(1)</strong> - Only check the box if support documents are included in the Application.</td>
</tr>
<tr>
<td>X Resolution(s) of either &quot;no objection&quot; or &quot;support&quot; is included behind this tab.**</td>
</tr>
<tr>
<td>Name of Local Government Body</td>
</tr>
<tr>
<td>Name of Local Government Body (if applicable)</td>
</tr>
<tr>
<td><strong>2. Quantifiable Community Participation - §11.9(d)(4)</strong></td>
</tr>
<tr>
<td>Application expects to receive QCP points.</td>
</tr>
<tr>
<td><strong>Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!</strong></td>
</tr>
<tr>
<td><strong>3. Input from State Representative - §11.9(d)(5)</strong></td>
</tr>
<tr>
<td>X Letter of either support, neutrality, or opposition is included behind this tab.**</td>
</tr>
<tr>
<td>OR</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>4. Input from Community Organizations - §11.9(d)(6)</strong></td>
</tr>
<tr>
<td>X Applicant has included one or more letters of support or opposition behind this tab.</td>
</tr>
<tr>
<td>A. <strong>Dallas Area Habitat for Humanity</strong></td>
</tr>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>B. <strong>Shared Housing Center, inc.</strong></td>
</tr>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>C. <strong>Metrocare Services</strong></td>
</tr>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>D. <strong>YMCA of Metropolitan Dallas</strong></td>
</tr>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>E. Name of Community Organization</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>F. Name of Community Organization</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
</tbody>
</table>
CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2020-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, SUPPORTING AN APPLICATION FOR 2020 HOUSING TAX CREDITS BY MHP REGION 3 II, LLC FOR THE DEVELOPMENT LOCATED AT 2800 S. MACARTHUR BLVD., NAMED LAKEVIEW PRESERVE, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS TO DEVELOP AFFORDABLE RENTAL HOUSING, WITHIN THE CITY LIMITS OF IRVING, TEXAS; AUTHORIZING THE MAYOR TO CERTIFY RESOLUTIONS TO TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, MHP Region 3 II, LLC, ("the Applicant") has proposed a development for affordable rental senior housing at 2800 S. MacArthur Blvd. named Lakeview Preserve ("the Project") located within the City of Irving, Texas; and

WHEREAS, the Applicant has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for Lake Vista; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City of Irving, acting through its governing body, hereby confirms that it supports the proposed development, located at 2800 S. MacArthur Blvd. and that this formal action has been taken to put on record the opinion expressed by the City of Irving on February 13, 2020.

SECTION II. THAT for and on behalf of the Governing Body, the Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

[Signature]
RICHARD H. STOPFER
MAYOR

ATTEST:

[Signature]
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

[Signature]
Kuruvilla Oommen
City Attorney
February 25, 2020

Mr. Bobby Wilkinson, Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Lakeview Preserve, TDHCA Application 20083
2800 South MacArthur, Irving, Texas 75060

Dear Mr. Wilkinson,

I received the Public Notification for Lakeview Preserve located at the above address in Texas State House District 105, which I represent.

I am pleased to lend my support to this Development which will serve the constituents in my District.

Sincerely,

Thresa "Terry" Meza
State Representative District 105
Texas House of Representatives
February 5, 2020

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Lakeview Preserve TDHCA #20083

Dear Ms. Holloway:

Please accept this letter voicing my support for Lakeview Preserve, an affordable housing development to be located approximately at 2800 S MacArthur Boulevard in Irving, Dallas County, Texas.

The Dallas Area Habitat for Humanity is a 501(c)(3) non-profit organization that is active in the Irving community. We serve this community by bringing people together to build homes, communities, and hope. As part of our expanded mission of serving the many—building homeowner equity and asset wealth, addressing the affordable housing gap, strengthening neighborhoods and improving health and education for children and families—Dallas Habitat is working collaboratively on a vision for new policies and products that will create a better value proposition for builders and potential buyers. As an organization that regularly works within the area and has a primary purpose of bettering the community that this development will serve, we believe that Lakeview Preserve will serve our clients well and will promote a high quality of life for the underserved citizens of Irving and Dallas County.

If I can be of further help in this matter, please let me know. I can be reached at (214) 678-2316 or at dcrawford@dallas-habitat.org. Thank you for your consideration.

Sincerely,

David J. Crawford  
Chief Executive Officer,  
Dallas Area Habitat for Humanity  
2800 N. Hampton Road  
Dallas, TX 75212
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 06, 2020

DALLAS AREA HABITAT FOR HUMANITY, INC.
2800 N HAMPTON RD
DALLAS, TX 75212-5029

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-15-1985
- Sales and use tax, as of 12-03-1986
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17520971619

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
A World Where Everyone Has A Decent Place To Live

At Dallas Area Habitat for Humanity, we see a Dallas where every neighborhood is proud and we are proud of every neighborhood. To move us closer to this vision, we need to understand how homeownership fits into the picture of the Dallas we want to build.

With a missing middle class and declining rates of homeownership, revitalizing our neighborhoods and increasing access to homeownership is more important than ever in bringing back lost purchasing power, tax base, and associated neighborhood stability.

More than a roof, homeownership is a catalyst for transforming our communities, building financial stability for generations, and priming the neighborhood for economic development. As part of our expanded mission of serving the many—building homeowner equity and asset wealth, addressing the affordable housing gap, strengthening neighborhoods and improving health and education for children and families—Dallas Habitat is working collaboratively on a vision for new policies and products that will create a better value proposition for builders and potential buyers.

Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities and hope.

Act Now

It’s time we start thinking of homeownership differently. Stay connected with Dallas Habitat as we take a look at our city and look forward to building a stronger, more vibrant future together.
Advocacy

Advocacy is an essential part of our mission at Dallas Habitat for Humanity. We advocate for affordable housing not only in Dallas but at the state and national levels too. By serving as an advocate on numerous levels, Dallas Habitat strives to make an even greater impact on the affordability crisis in North Texas and across the nation.

ADVOCACY AND DALLAS HABITAT

Cost of Home Campaign: At Dallas Area Habitat for Humanity, we believe that no one should have to pay anywhere near half their paycheck on housing costs. However, nearly 19 million U.S. households are faced with this reality. Help us make affordable housing a reality for these households nationwide and make the #CostOfHome something we all can afford. For more information on the Cost of Home Campaign, click here.

Having a Home Matters: Homeownership imparts substantial social and community benefits. It provides families an opportunity to accumulate wealth and build a stable future. Homeownership is the basis for a number of positive social, economic, family and civic outcomes. It lowers crime rates in communities, lessens welfare dependency, induces higher civic and volunteer participation and improves health care outcomes and boosts the educational performance of children. Click here and find out more.

MAKE A DIFFERENCE

Get involved and be an advocate for Dallas Habitat and affordable homeownership and housing. It is important that everyone in our community understands what affordability means and why it is important. Tell your family, friends, coworkers and leaders why it matters and why it's important to you. Connect with us on social media to stay up to date on issues impacting your community.

Become an Advocate for Dallas Habitat for Humanity

Join our Advocacy Team, so we can help direct your correspondence Sign Up Here
The Basics

As a one-stop homeownership center, Dallas Habitat provides you with the support you need through personalized, one-on-one housing counseling, pre- and post-purchase education, and a referral network that includes partner lenders, home builders and realtors. Whether you’ve just started to consider homeownership, or you’ve already been pre-approved for a mortgage, let us help you prepare to become a successful homeowner!

Get Started Today

About Your Team

Each Homeownership Specialist is certified by NeighborWorks America and meets the National Industry Standards for Homeownership Education and Counseling. For more information, please visit www.homeownershipstandards.com

Dallas Habitat’s Homeowner Services department is a HUD-approved Housing Counseling Agency.
Follow the steps below to see if you qualify and find out the program requirements before you apply.

**RESIDENCE REQUIREMENTS**
Must be a resident of Dallas County

**QUALIFICATION REQUIREMENTS**
- Owner occupant of a single family home
- Home must be located in a target area designated by Dallas Area Habitat for Humanity (DAHfH)
- Owner’s household income meets program guidelines
- Owner is current on property tax payments or has an approved payment plan
- Home meets the parameters of the exterior repair program (i.e. type, size and complexity of the repairs must fall within the program guidelines)

**PROGRAM REQUIREMENTS**
- Home is more than five (5) years old
- The home cannot be a house previously built by DAHfH
- Homeowner has a demonstrated need for repairs
- Homeowner is willing to partner with DAHfH through sweat equity and repayment provisions
- Homeowner and occupants must be subject to criminal and sex offender background check

First Name *  
Last Name *

Email *

Household Size *
Include all adults and children who live in the household at least 50% of the time. Do NOT include unborn children.

Monthly Income *
Total gross monthly income (before taxes) from all household members age 18 and older. This includes full and part-time employment, self-employment income, and all income from other sources (for example; bonuses, child support, SSI, pensions, alimony, long term disability, foster care, gift income or other income)

Do you own your home? *
- Yes
- No

How much do you owe in property taxes? *

Do you need any of the following: Roof, siding, painting, trim, ramp, or steps repair? *
- Yes
- No

Where do you currently reside? *

https://www.dallasareahabitat.org/our-programs/exterior-home-repair/
Dallas Area Habitat for Humanity does not discriminate on the basis of race, color, national origin, religion, sex, age, family status or marital status, disability, sexual orientation, gender identity, or because all or part of income is derived from any public assistance program.
Dallas Area Habitat for Humanity
@dallashabitat

Posts

Dallas Area Habitat for Humanity
February 14 at 6:00 AM

Forgot about Valentine’s Day? Place a donation on behalf of a loved one. The best Valentine’s Day gift you could give. (Smiles guaranteed.) Give now at http://DallasAreaHabitat.Com/VDayDonate

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Nonprofit Organization

Genesis Women’s Shelter & Support Center
Nonprofit Organization

Bonton Farms
Urban Farm

Habitat for Humanity Macedonia
Nonprofit Organization

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AdvoCare
Allstate
Citi
Serve West Dallas

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https://www.facebook.com/dallashabitat/
We envision a world where everyone has a decent place to live. Through affordable homeownership, education, empowerment, individual and corporate support, Dallas Area Habitat for Humanity, along with our supporters, works alongside families in need to help create a world where everyone has a place to call home.
We envision a world where everyone has a decent place to live.

Through affordable homeownership, education, empowerment, individual and corporate support, Dallas A...
Dallas Area Habitat for Humanity
@dallashabitat

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Nonprofit Organization

Genesis Women’s Shelter & Support Programs
Nonprofit Organization

Bonton Farms
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Nonprofit Organization

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Citi

Serve West Dallas

See More

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

Send Message
Like
Share

5d
Elizabeth Phillips
Go Tosha Go!

Dallas Area Habitat for Humanity
February 12 at 8:56 AM

It’s happening NOW!! #HabitatontheHill. #MakeaChange #CostofHome #DallasHabitat

See more of Dallas Area Habitat for Humanity on Facebook

Log In or Create New Account

https://www.facebook.com/dallashabitat/
Habitat for Humanity introduced another panel on #advocacy showing how to use data to support our #affordablehousing initiatives. Thank you Tosha Herron-Bruff, VP Government Relations at #DallasHabitat, for your voice in this matter. #HabitatontheHill #CostofHome To learn more about Advocacy in Dallas, visit us at https://www.dallasareahabitat.org/advocacy-overview/
February 10, 2020

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Lakeview Preserve TDHCA #20083

Dear Ms. Holloway:

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Lakeview preserve, an affordable housing development to be located approximately at 2800 S MacArthur Boulevard in Irving, Dallas County, Texas.

Shared Housing Center, Inc. is a 501(c)(3) non-profit organization that is active in the Irving community. We serve this community by seeking and securing affordable housing for current and former homeless clients. As an organization that regularly works within the area and has a primary purpose of bettering the community that this development will serve, we believe that Lakeview Preserve will serve our clients well and will promote a high quality of life for the underserved citizens of Irving and Dallas County.

If I can be of further help in this matter, please let me know. I can be reached at (214) 821-8510 ext.116 or mmachado@sharedhousing.org. Thank you for your consideration.

Sincerely,

Maria Machado  
Executive Director,  
Shared Housing Center, Inc.  
402 N. Good Latimer Expressway  
Dallas, TX 75204  
www.sharedhousing.org
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 18, 2020

SHARED HOUSING CENTER, INC.
402 N GOOD LATIMER EXPY
DALLAS, TX 75204-5814

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 10-03-1986
- Sales and use tax, as of 01-26-1988
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17521375224

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
About Us

**Shared Housing Center** was created in 1984 to provide and facilitate affordable housing options. Our mission has been to offer housing options and supportive services that foster independence, empowerment, and self-worth and to serve a multicultural, intergenerational population. Since our inception, we have offered housing and services to critically at-risk populations — older adults, single parents with young children, non-traditional families and individuals with special needs — seeking to elevate themselves from homeless and near homeless situations to lifestyles of relative self-sufficiency.

Our agency offers two basic services to meet the needs of the homeless/near homeless for supportive living environments that foster interpersonal growth and mutual self-help: Homeshare and Transitional, Intergenerational Group Residence.

---

**Shared Housing Mission:**

Shared Housing Center was created in 1984 to provide and facilitate affordable housing options. Our mission has been to offer housing options and supportive services that foster independence, empowerment, and self-worth and to serve a multicultural, intergenerational population. Applications for Homeshare, Group Residence and volunteering are at the bottom of this page.

*Please connect with us:*

- [Facebook](#)
- [Email](#)
- [Donate](#)

---

**6 Upcoming Events**

**School is Cool**
Saturday, August 18, 2018
11:00am - 1:00pm

**Camp Gingerbread**
NorthPark Center
Saturday and Sunday
December 1 & 2, 2018
10:30 a.m. - 4:30 p.m.

**Holiday Hero Party**
Saturday, December 15, 2018
11:00am - 1:00pm
Our Programs

There are many factors to account for why someone becomes homeless: death of a companion, loss of employment and income, catastrophic illness, domestic violence, substance abuse; but whatever the reason or circumstance, no one intends or plans to become homeless. For the most part, it happens even when we are careful to follow the route we have charted for ourselves. And in the last 10 years, the fastest growing segment of homeless, both nationally and locally, are single parent families headed by women.

Our clients enter our door through one of two housing programs. Each client receives services and guidance in addition to a place to call home if only for awhile.

- Each client receives basic necessities — food, clothing and other necessities.
- We perform a needs assessment to assist our clients with their goals and objectives. Our unique Building Blocks program helps us to chart a specific course for everyone, designed to take full advantage of their distinctive talents and targeted to their self-defined ambitions.
- We offer an extensive program of counseling to address emotional and life skills challenges, job training and education to prepare them for rough times and tutoring and mentoring for the kids to ensure that the next generation can navigate life's challenges.
- We also offer financial literacy, budgeting and savings and better parenting for the adults, building self-esteem and self-confidence for the kids — so that they can be assured of success as they get closer to the point of returning to a more stable life.
- The final step is their graduation and recognition by themselves and those around them that they are truly fit for the journey ahead.

Shared Housing Center relies on collaborative partnerships to help our clients become self-sufficient and independent. The following list represents some of our key partnerships & friendships:

**Hope Supply Co.** – provides a resource for free diapers, toys, clothing and other basic items for children. Captain Hope's Kids also coordinates several special events during the course of the year.

**More than Conquerors** – Mr. Woodard and his church friends congregate at our home once a month to prepare a homemade breakfast for our families. Our families look forward to sharing friendship, fellowship and a great spread!

**Parkland HOMES** – With a great working relationship with staff members from Parkland HOMES, our clients participate in a mental health group session on a weekly basis on our premises. From this experience, families can request services on a more personal basis for themselves and their family. Parkland HOMES' med van is also accessible to our clients for medical services including annual shots for school age children.

**North Texas Food Bank** – as a member, we can order food for our food pantry. Our food pantry is available for our current and former clients.

**Rainbow Days** – designated staff members work with the children at our facilities

Shared Housing Mission:

Shared Housing Center was created in 1984 to provide and facilitate affordable housing options. Our mission has been to offer housing options and supportive services that foster independence, empowerment, and self-worth and to serve a multicultural, intergenerational population.

Applications for Homeshare, Group Residence and volunteering are at the bottom of this page.

Please connect with us:

Donate

Upcoming Events

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Saturday and Sunday
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10:30 a.m. - 4:30 p.m.

**Holiday Hero Party**
Saturday, December 15, 2018
11:00am - 1:00pm

Please connect with us:

[Donate]
teaching life skills to overcome adversity and build self-esteem. Rainbow Days curriculum focuses on the challenges and obstacles that homeless children experience and gives them hope for a brighter future.

**Vogel Alcove** - provides free day care services for children under the age of 5 and supportive services for the families involved. Vogel Alcove offers parenting skills and assistance in developmental issues so that a child will be ready for school!

Shared Housing programs include: **Homeshare & Homeshare CARE programs** – provides housing solutions for individuals who have housing with individuals in need of housing. Learn more

**Group Residence Shelter** - provides temporary supportive housing for homeless single parents mothers with children and older adults (age 50+). Learn more

**Coming soon!**

**Green Haus Community** - 24 unit new construction with “green design” The community will provide permanent supportive housing as well as temporary housing with a focus on homeless families and single older adults. Learn more
#MakeAnImpact

Shared Housing Center, Inc. - Dallas

@SharedHousing

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See more of Shared Housing Center, Inc. - Dallas on Facebook

Log In or Create New Account
Many thanks to all of our donors and volunteers who helped to make this season bright for all of our families. Thanks to you the families in our programs were able to enjoy a holiday meal and receive presents to enjoy over the holidays.

Wishing you and yours special time with family and friends and the brightest of new years.
The results are: the ugliest T-shirt winner is #3 Feliz Navidad. It was both fun and therapeutic for the staff. Thank you for indulging us for a brief moment with our office holiday fun.

Cast your vote for the cutest ugly shirt design by your favorite Shared Housing staff member. 1. Mz Frosty(top) 2. Ms. Jingle Bell (middle) 3. Ms. Feliz Navidad
With a little bit of patience and a lot of creativity we witnessed Gingerbread cookie people almost come to life at Camp Gingerbread 2019! For some children, Camp Gingerbread is all about the candy! For others it is a form of art! And yet for others it is about spending time with their moms, dads, grandparents, aunts, cousins and making memories.

A big THANK YOU to NORTH PARK CENTER for giving us this annual opportunity to help with creating fun-filled...
Today and tomorrow, we're celebrating our 22nd year of Camp Gingerbread! Our annual event combines holiday festivities with a good cause. For a $15 donation, your child can decorate a gingerbread cookie with an array of frosting and festive toppings. Your donation helps turn a child's holiday wishlist to a reality.

We'll be located at NorthPark on the 1st floor between Macy's and Nordstrom today from 10AM to 5PM and tomorrow from 12PM to 5PM.

See More
February 21, 2020

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Lakeview Preserve TDHCA #20083

Dear Ms. Holloway:

Please accept this letter in support of the aforementioned project. I am writing this letter to voice my support for Lakeview preserve, an affordable housing development to be located approximately at 2800 S MacArthur Boulevard in Irving, Dallas County, Texas.

Metrocare Services (formerly Dallas County MHMR) is a 501(c)(3) non-profit organization that is active in the Irving community. We serve this community by providing an array of services including mental health care, intellectual and developmental disability services (IDD), primary care centers for adults and children, veteran programs, accessible pharmacies, housing and supportive social services.

As an organization that regularly works within the area and has a primary purpose of bettering the community that this development will serve, we believe that Lakeview Preserve will serve our clients well and will promote a high quality of life for the underserved citizens of Irving and Dallas County.

If I can be of further help in this matter, please let me know. I can be reached at john.burruss@metrocareservices.org Thank you for your consideration.

Sincerely,

John W. Burruss, MD
Chief Executive Officer
(214) 743 - 1201
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 21, 2020

DALLAS METROCARE SERVICES
1380 RIVER BEND DR
DALLAS, TX 75247-4914

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- **Sales and use tax, as of 01-01-1985**
  
  (provide Texas sales and use tax exemption certificate [Form 01-339 (Back)](https://comptroller.texas.gov/taxes/exempt/verification-letter.php?id=17512856034) to vendor)

  The entity is not exempt from hotel occupancy tax.

  Texas taxpayer identification number: 17512856034

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a [permit](https://comptroller.texas.gov/taxes/exempt/verification-letter.php?id=17512856034) for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication [Exempt Organizations: Sales and Purchases](https://comptroller.texas.gov/taxes/exempt/verification-letter.php?id=17512856034) (96-122). [Online registration](https://comptroller.texas.gov/taxes/exempt/verification-letter.php?id=17512856034) is available.

For information concerning sales taxpayer permit status, please use the [vendor search](https://comptroller.texas.gov/taxes/exempt/verification-letter.php?id=17512856034) we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from [Business and Nonprofit Forms page](https://comptroller.texas.gov/taxes/exempt/verification-letter.php?id=17512856034) of the [Secretary of State's website](https://comptroller.texas.gov/taxes/exempt/verification-letter.php?id=17512856034). Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the [Foreign or Out-of-State Entities page](https://comptroller.texas.gov/taxes/exempt/verification-letter.php?id=17512856034) on the Secretary of State's website.

Our publications and other helpful information are available on our [website](https://comptroller.texas.gov/taxes/exempt/verification-letter.php?id=17512856034). If you need more information, write to us at [exempt.orgs@cpa.texas.gov](mailto:exempt.orgs@cpa.texas.gov), or call us at 800-252-5555.
About Us

Metrocare is the largest provider of mental health services in North Texas, serving nearly 60,000 adults and children annually. For over 50 years, Metrocare has provided a broad array of services to people with mental health challenges and developmental disabilities. In addition to behavioral health care, Metrocare provides primary care centers for adults and children, services for veterans and their families, accessible pharmacies, housing and supportive social services. Alongside the clinical care, researchers and teachers from Metrocare’s Altshuler Center for Education & Research are advancing mental health beyond Dallas County while providing critical workforce to the state.
Our Mission
At Metrocare, we serve our neighbors with developmental or mental health challenges by helping them find lives that are meaningful and satisfying.

Our Values

**INTEGRITY**
We are accountable to those whom we serve, and to those from whom we receive support.

**PERSEVERANCE**
As advocates: when we lose, we don't give up; and when we win, we raise the bar.

**QUALITY**
We pursue quality of life for those whom we serve, and therefore require quality of services from our staff.

**DIVERSITY**
We seek a diverse and inclusive workplace in which to fulfill our mission.

Our Vision
We believe that regardless of challenges faced, the people we serve are able to find the meaning and satisfaction that they choose for their lives.

Our History
Metrocare provides a comprehensive array of services and supports for people dealing with the challenges of mental illness and/or developmental disabilities.

Governed by a nine-member Board of Trustees appointed by the Dallas County Commissioners Court, the center was established in 1967 as Dallas County MHMR. Metrocare currently provides services to more than 62,000 individuals annually.

Related Information

**Board of Trustees**
The center was established in 1967 as Dallas County MHMR and is governed by a nine-member Board of Trustees appointed by the Dallas County Commissioners Court.

**Leadership Team**
Metrocare's day-to-day operations are overseen by a team of professionals led by the Chief Executive Officer.

**Purchasing/RFPs**
The Purchasing Department's responsibilities include the procurement of supplies, materials, equipment, and services. Metrocare assumes no liability for payments and obligations except those incurred in accordance with Metrocare's purchasing procedures.
Follow Us

TODAY IS FEBRUARY 20, 2020
AND WE HAVE REACHED A
MILESTONE!
WE ARE PROUD TO SAY WE
HAVE SERVED

2,020 VETERANS AND
FAMILY MEMBERS
...IN THE YEAR 2020!

CELEBRATE WITH US!

Interested in staying in touch?

SIGN UP

Metrocare Services is a large-scale, premier mental, physical and emotional health services provider in North Texas.

Administrative Offices:
1345 River Bend Drive
Suite 200
Dallas, Texas 75247
214.743.1200
877.283.2121 (toll free)

ABOUT
SERVICES
LOCATIONS
GET INVOLVED
CONTACT

PARTNER SITES
Althshuler Center for Education and Research
The Steven A. Cohen Military Family Clinic at Metrocare
Local Intellectual & Developmental Disability Authority
Metrocare Connect to Care

Eligibility Privacy Policy Open Records Requests Site Map
Care for All

At Metrocare, we want to make sure all groups of people are given the best and most comprehensive care. Our goal is to make a difference in our neighbors’ lives by providing behavioral healthcare to all who have a need.

Metrocare provides a broad array of services to people with mental health challenges and developmental disabilities. In addition to behavioral health care, Metrocare provides primary care centers for adults and children, services for veterans and their families, accessible pharmacies, housing and supportive social services.

Adult Services

Adult Mental Health Services provides a robust array of services to individuals 18 years of age and older who are experiencing symptoms of mental illness including severe depression, schizophrenia, bipolar disorders or other serious emotional disorders that interfere with daily life.

Child & Adolescent Services

Child & Adolescent Mental Health Services includes traditional outpatient services such as evaluation, medication, monitoring, counseling, and skills development for children ages 3-18 who are experiencing symptoms of emotional disturbance. Metrocare also offers intensive services through our outpatient clinics with a focus on young children aged 3-6 and children and adolescents at risk of removal from their homes.

Intellectual & Developmental Disabilities Services

IDD Services includes programs, services and supports to eligible children and adults in the community. These services are intended to provide individuals with intellectual disabilities the skills and supports needed to continue to live meaningful lives.
Hours of Operation:
All of our locations are open Monday-Friday, 8:00 a.m. to 5:00 p.m.

Behavioral Health, Primary Care & Pharmacy Services

Behavioral Health & Pharmacy Services

Center for Children with Autism at Metrocare (CCAM)

Other Services

Metrocare Services Administration Office
Metrocare Services
Mental Health Service in Dallas, Texas
Closes in 10 minutes

Changing Minds
Metrocare is changing minds! We are the largest provider of mental health services in North Texas, s...
See More

Community
2,002 people like this
2,095 people follow this
1,326 check-ins

About
Metrocare Services PSA from Rep. Anchia
Giving Tuesday 2017
Metrocare Services PSA from Rep. Anchia
Giving Tuesday 2017

GIVING TUESDAY
November 28, 2017

Steven A. Cohen Military Family Clinic at Metrocare
Yesterday at 8:55 AM

Yesterday at 7:45 AM

Metrocare Services
@Metrocare
Home
Fundraisers
About
Events
Photos
Videos
Posts
Community
See more of Metrocare Services on Facebook
Log In or Create New Account

https://www.facebook.com/Metrocare/
We are marking a milestone today at the Cohen Clinic at Metrocare! Today, on the 20th day of February in 2020, we can say that we have served 2,020 veterans and military family members! #successstory #veterans #milfams #mentalhealth #DFW #backtobetter

"I was afraid to speak up because of stigma. I thought a police officer couldn’t ask for help. I thought it was a sign of weakness, or that I would lose my job, but I was wrong."

How PTSD Affected My Life
I was finally diagnosed with PTSD, and although it was not a...
To highlight a few of the unexpected ways you may experience a fight, flight, freeze or fawn response in your current life, The Mighty asked their community, talked to an expert and did a little research. [Link](http://bit.ly/38gh4d7)

"The supposedly new-and-newsworthy angle in so many of these articles — that, by golly, we’re overmedicated as a nation and we really should be going off all th..."
February 5, 2020

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Lakeview Preserve TDHCA #20083

Dear Ms. Holloway:

Please accept this letter voicing my support for Lakeview Preserve, an affordable housing development to be located approximately at 2800 S MacArthur Boulevard in Irving, Dallas County, Texas.

YMCA of Metropolitan Dallas is a 501(c)(3) non-profit organization that is active in the Irving community. We serve the Dallas Area by working side-by-side with our neighbors to make sure that everyone, regardless of age, income or background, has the opportunity to learn, grow and thrive. With a mission to put Christian values into practice through programs that build a healthy spirit, mind and body for all, our impact is felt when an individual makes a healthy choice, when a mentor inspires a child and when a community comes together for the common good. We accomplish our goals by offering health and wellness counseling, swimming and sports activities for adults and young people, preschool and afterschool programming, and community outreach. As an organization that regularly works within the area and has a primary purpose of bettering the community that this development will serve, we believe that Lakeview Preserve will serve our clients well and will promote a high quality of life for the underserved citizens of Irving and Dallas County.

If I can be of further help in this matter, please let me know. I can be reached at (972) 986-8898 or at melanie.love@ymcadallas.org. Thank you for your consideration.

Sincerely,

Melanie “Tricey” Love
Executive Director,
YMCA of Metropolitan Dallas – Irving Family YMCA
2200 W. Irving Blvd.
Irving, TX 75061

IRVING FAMILY YMCA
2200 W. Irving Blvd.
Irving, TX 75061
P 972 986 8898 F 972 790 5473
www.irvingymca.org

YMCA MISSION: To put Christian values into practice through programs that build healthy spirit, mind and body for all.
Exemption Verification Letter

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Texas Comptroller of Public Accounts
Austin, TX 78774

February 27, 2020

YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN
601 N AKARD ST
DALLAS, TX 75201-3303

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 05-26-1936
- Sales and use tax, as of 09-01-1984

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17508006966

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
ABOUT THE YMCA OF METROPOLITAN DALLAS

Our Cause Defines Us We know that lasting personal and social change comes about when we all work together. That’s why, at the Y, strengthening community is our cause. Every day, we work side-by-side with our neighbors to make sure that everyone, regardless of age, income or background, has the opportunity to learn, grow and thrive.

Our Strength is in Community

- The Y is a nonprofit like no other. That’s because in 10,000 neighborhoods across the nation, we have the presence and partnerships to not just promise, but deliver, positive change.
- The Y is community centered. For nearly 160 years, we’ve been listening and responding to our communities.
- The Y brings people together. We connect people of all ages and backgrounds to bridge the gaps in community needs.
- The Y nurtures potential. We believe that everyone should have the opportunity to learn, grow and thrive.
- The Y has local presence and global reach. We mobilize local communities to effect lasting, meaningful change.

Our Impact is Felt Every Day

With a mission to put Christian values into practice through programs that build a healthy spirit, mind and body for all, our impact is felt when an individual makes a healthy choice, when a mentor inspires a child and when a community comes together for the common good.

ABOUT THE YMCA OF USA

Together, the nation’s 2,500 plus YMCAs are the leading nonprofit cause driven organizations in America, working together to build healthy, confident, connected & secure children, adults, families and communities. Every day our impact is felt when an individual makes a healthy choice, when a mentor inspires a child and when a community comes together for the common good.

Each year, we meet the health and social service needs of over 19 million men, women and children in 10,000 plus communities throughout the United States. YMCAs are for people of all faiths, races, abilities, ages and incomes. No one is turned away for inability to pay.

Because all communities have different needs, all Ys are different. A Y in your community may offer child care or teen leadership clubs, whereas, a Y in the next town may have swimming lessons or drawing classes. While many in numbers, we are all dedicated to nurturing youth development, energizing healthy living and inspiring social responsibility in the communities we serve.

The Y stretches beyond the United States, at work in more than 120 countries around the world, serving more than 45 million people.

https://www.ymcadallas.org/about_the_y
START YOUR Y JOURNEY TODAY

When you join the Y you’re committing to more than simply becoming healthier. You are supporting the values and programs that strengthen your community. Here, children learn what they can achieve, families spend quality time together, and we all build relationships that deepen our sense of belonging. Not sure you can afford Y membership? We feel strongly that income should not be a barrier to becoming a member of the Y or participating in any of our programs.

Click here to learn more about Y For All, our financial assistance program.

JOIN THE Y  GET A GUEST PASS

MEMBER BENEFITS

NATIONWIDE MEMBERSHIP

Become a member and enjoy any Y, anywhere in the U.S.

MEMBER PRICING ON Y PROGRAMS

Members enjoy special pricing for programs like Swim Lessons, Youth Sports, Summer Camp, Afterschool Care, and so much more.

PARENTS NIGHT OUT

Parents, this is your time off! Leave the kiddos with us for fun and games and enjoy some time to yourself.
GROUP EXERCISE CLASSES
We offer hundreds of classes per week and they’re included in your membership cost.

PERSONAL TRAINING
Our certified Personal Trainers will add some accountability to your fitness regimen with a workout plan tailored to YOU. Find your fit today!

CHILD WATCH
You work out, enjoy a class, and some fellowship while the kids engage in fun games and activities!

MEMBERSHIP TYPES

- One Adult
- Senior Adult
- Young Adult

- Two Senior Adults
- Two Adults
- Teen

- One Adult with Dependents
- Two Adults with Dependents

Membership Definitions

Click here to view a complete list of membership type availability by location.

CLICK HERE FOR A FULL LIST OF MEMBERSHIP RATES BY LOCATION

DID YOU KNOW: The YMCA believes there shouldn’t be a barrier to becoming a member or participating in any of our programs. Learn more about our financial assistance and scholarships.
NEWS & MEDIA

For media inquiries, contact:

Sarah Byrom - Associate Vice President of Communications

SEND EMAIL [MAILTO:SBYROM@YMCA@DALLAS.ORG]

Welcome to the YMCA of Metropolitan Dallas! We’re committed to ensuring all people have equitable access to the essential needed to become thriving members of the community. Daily, the Y bridges and fills individual and community needs as a catalyst for impactful change.

Our mission is to put Christian values into practice through programs that build a healthy spirit, mind and body for all.

PRESS RELEASES & NEWS STORIES:
LAKE HIGHLANDS YMCA BEGINS YEAR-LONG RENOVATION & EXPANSION PROJECT

DALLAS – February 6, 2020 – The Lake Highlands Family YMCA has kicked off a year-long renovation and expansion project allowing the branch to serve more families in the community by updating existing areas and adding more than 15,000 square feet.

READ MORE (HTTPS://WWW.YMCDALLAS.ORG/LAKE-HIGHLANDS-YMCA-BEGINSM-YEAR-LONG-RENOVATION-EXPANSION-PROJECT)

VERIZON PROVIDES $100,000 GRANT TO IMAGINE SCIENCE DALLAS

January 29, 2020 – A $100,000 grant from Verizon will help help fund Imagine Science Dallas, a unique partnership that brings together the Boys & Girls Clubs of Greater Dallas, Girls Inc. of Metropolitan Dallas, Dallas County 4-H Youth Development and the YMCA of Metropolitan Dallas to expose underrepresented youth to informal STEM education.

READ MORE (HTTPS://YMCDALLAS.ORG/VERIZON-PROVIDES-100000-GRANT-IMAGINE-SCIENCE-DALLAS)

ROYSE CITY LAUNCHES YMCA SPORTS PARTNERSHIP

January 6, 2020 – The Royse City Council approved a partnership with the YMCA of Metropolitan Dallas to operate all of Royse City’s youth sports. Starting in March 2020, youth baseball, softball and T-ball and adult kickball and flag football will be available and managed by the YMCA. Registration is open beginning January 1, 2020.

READ MORE (HTTPS://YMCDALLAS.ORG/ROYSE-CITY-LAUNCHES-YMCA-SPORTS-PARTNERSHIP)

GOBBLE GOBBLE! TURKEY TROT SUCCESS!

November 29th, 2019 – Thank you all who participated in the Dallas YMCA’s 52nd annual Turkey Trot. Thanksgiving morning was a success as thousands flocked to City Hall Plaza to enjoy another great year of fitness, family, and fun.

VIEW PHOTOS (HTTPS://WWW.FLICKR.COM/PHOTOS/YMCDALLAS/ALBUMS/72157712071445982)

D CEO NAMES THE MOST POWERFUL BUSINESS LEADERS IN DALLAS-FORT WORTH IN THE 2020 EDITION OF THE DALLAS 500

November 5th, 2019 — D CEO, the business title of D Magazine Partners, has revealed the 500 leaders featured in the 2020 edition of the Dallas 500. Congratulations to ten YMCA community leaders featured in the 2020 edition.


PAST NEWS & PRESS RELEASES (HTTPS://YMCDALLAS.ORG/PRESS-RELEASES)
YMCAs

COPPELL FAMILY YMCA (/locations/coppell_family_ymca)
146 Town Center Blvd.
Coppell, TX 75019
United States
972-393-5121 (tel:972-393-5121)

FRISCO FAMILY YMCA (/locations/frisco)
3415 W. Main St.
Frisco, TX 75034
United States
214-297-9622 (tel:214-297-9622)

IRVING FAMILY YMCA (/locations/irving_family_ymca)

CROSS TIMBERS FAMILY YMCA (/locations/cross_timbers)
2021 Cross Timbers Rd.
Flower Mound, TX 75028
United States
972-539-9622 (tel:972-539-9622)

GRAND PRAIRIE FAMILY YMCA (/locations/grand_prairie)
4556 S. Carrier Pkwy
Grand Prairie, TX 75052
United States
972-642-9632 (tel:972-642-9632)

J.E.R. CHILTON YMCA AT ROCKWALL (/locations/jerchiltonymca)
2200 W. Irving Blvd.
Irving, TX 75061
United States
972-986-8898 (tel:972-986-8898)

LAKE HIGHLANDS FAMILY YMCA
(locations/lake_highlands)
8920 Stults Rd.
Dallas, TX 75243
United States
214-221-9622 (tel:214-221-9622)

LAKEWEST FAMILY YMCA (locations/lakewest)
3737 Goldman St.
Dallas, TX 75212
United States
214-630-9880 (tel:214-630-9880)

MCKINNEY FAMILY YMCA (locations/mckinney)
300 Ridge Rd.
McKinney, TX 75072
United States
972-529-2559 (tel:972-529-2559)

MOODY FAMILY YMCA (locations/moody_family_ymca)
6000 Preston Rd
Dallas, TX 75205
United States
214-526-7293 (tel:214-526-7293)

MOORLAND FAMILY YMCA (locations/moorland)
907 E. Ledbetter Dr.
Dallas, TX 75216
United States
214-375-2583 (tel:214-375-2583)

OAK CLIFF FAMILY YMCA (locations/oak_cliff)
6701 S. Hampton Rd.
Dallas, TX 75232
United States
214-330-6321 (tel:214-330-6321)

PARK SOUTH FAMILY YMCA (locations/park_south)
2500 Romine Ave.
Dallas, TX 75215
United States
214-421-5301 (tel:214-421-5301)

PLANO FAMILY YMCA (locations/plano)
3300 McDermott Rd.
Plano, TX 75025
United States
214-705-9459 (tel:214-705-9459)

RICHARDSON FAMILY YMCA (locations/richardson)
821 Custer Rd.
Richardson, TX 75080
United States

SCHOOL AGE SERVICES (locations/school_age_services)
1621 W. Walnut Hill Ln.
Irving, TX 75038
United States

https://www.ymcadallas.org/locations?type=ymca,camps,facilities&amenities
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>City, State</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEMONES FAMILY YMCA (TOWN NORTH)</td>
<td>4332 Northaven Rd.</td>
<td>Dallas, TX 75229</td>
<td>214-357-8431</td>
</tr>
<tr>
<td>WAXAHACHE FAMILY YMCA</td>
<td>100 YMCA Dr.</td>
<td>Waxahachie, TX 75165</td>
<td>972-938-9826</td>
</tr>
<tr>
<td>Camps</td>
<td>Camp Grady Spruce</td>
<td>Graford, TX 76449</td>
<td>214-319-9944</td>
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<tr>
<td></td>
<td>YMCA Collin County Adventure Camp</td>
<td>Anna, TX 75409</td>
<td>469-586-3280</td>
</tr>
<tr>
<td>Facilities</td>
<td>YMCA of Metropolitan Dallas - Association Office</td>
<td>Irving, TX 75038</td>
<td>214-880-9622</td>
</tr>
<tr>
<td></td>
<td>YMCA of Metropolitan Dallas - President’s Office</td>
<td>Dallas, TX 75201</td>
<td>214-880-9622</td>
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https://www.ymcadallas.org/locations?type=ymca,camps,facilities&amenities
Required Third Party Reports
<table>
<thead>
<tr>
<th>Section</th>
<th>Prepared by</th>
<th>Date of Report</th>
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<tbody>
<tr>
<td>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</td>
<td>Progea</td>
<td>2/10/20</td>
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<tr>
<td>Report recommends further studies or establishes environmental hazards</td>
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<td>if the above box is checked, a statement is provided behind this tab</td>
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<td>signed by the Development Owner, that certifies the Development Owner</td>
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<td>will comply with any and all recommendations made by the ESA preparer.</td>
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<td>Property has already received Environmental Clearance from HUD</td>
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<td>All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI</td>
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<td>must complete an environmental clearance process in accordance with 24</td>
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<td>CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to</td>
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<td>engaging in choice limiting activities such as closing on land, loans,</td>
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<td>beginning demolition or construction activities, or entering into</td>
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<td>construction contracts. A Phase I Environmental Site Assessment (ESA)</td>
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<td>will not satisfy the environmental clearance required for use of</td>
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<td>Multifamily Direct Loan funds.</td>
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<tr>
<td>Property has already received Environmental Clearance from HUD</td>
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<tr>
<td>Applicant has submitted an environmental packet to TDHCA and</td>
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<td>clearance is pending.</td>
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<td>Applicant has reviewed the environmental clearance materials available</td>
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<tr>
<td>on the Department’s website and understands that clearance must be</td>
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<tr>
<td>received prior to closing on the loan.</td>
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</tr>
<tr>
<td><a href="http://www.tdhca.state.tx.us/program-services/environmental/index.htm">http://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development is funded by USDA and is not required to supply an ESA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Primary Market Area (PMA) map with definition of PMA is included</td>
<td>Apartment Market</td>
<td>2/13/20</td>
</tr>
<tr>
<td>behind this tab.</td>
<td>Data</td>
<td></td>
</tr>
<tr>
<td>Development Site Location:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Longitude: -96.959118</td>
<td>Latitude: 32.789449</td>
<td></td>
</tr>
<tr>
<td>3. Primary Market Area Map</td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Primary Market Area (PMA) map with definition of PMA is included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>behind this tab.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepared by: Apartment Market Data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Report: 2/13/20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Scope and Cost Review (SCR) (formerly PCA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepared by: NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Report:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Appraisal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepared by: NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Report:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Report: 2/09/20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Market Analysis Summary

**Provider:** Apartment MarketData, LLC  
**Date:** 2/13/2020

**Contact:** Darrell G Jack  
**Phone:** (210) 530-0040

**Development:** Lakeview Preserve  
**Target Population:** General

**Site Location:** 2800 S. MacArthur  
**City:** Irving  
**County:** Dallas

**Site Coordinates:**

<table>
<thead>
<tr>
<th>Latitude</th>
<th>Longitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>32.789449</td>
<td>-96.959118</td>
</tr>
</tbody>
</table>

(Decimal degree format)

**Primary Market Area (PMA) page**

<table>
<thead>
<tr>
<th>Census Tracts</th>
<th>481130145.02</th>
<th>481130144.01</th>
<th>481130144.06</th>
<th>481130144.07</th>
<th>481130144.05</th>
<th>481130147.01</th>
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<tbody>
<tr>
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<td>481130147.03</td>
<td>481130149.01</td>
<td>481130149.02</td>
<td>481130151.00</td>
<td>481130152.02</td>
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<tr>
<td>481130152.06</td>
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<td>481130153.06</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>
Lakeview Preserve
2800 S. MacArthur  Irving, Texas 75060

Legend
- Site
- Custom Boundary
- TDHCA - All Census Tracts (2020)
- Highways
- CENSUS TRACTS
- County Boundaries
- State Boundaries

Site Coordinates
Longitude/X: -96.958420
Latitude/Y: 32.789543

© 2019 Gadberry Group LLC. All Rights Reserved.
Data Source: Print Date: 11 February 2020
Tie Breakers
### Tie-Breaker Information

#### Tie-Breaker #1 (10 TAC §11.7(1))
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 10.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Rent Burden Rank = 2286 (lower number wins tie)

#### Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

- Development Longitude: -96.959118
- Development Latitude: 32.789449
- Target Population: General
  - Closest Development serving same Population: Britain Way
- Application Number: 10153
- Address: 1954 Shoaf or 333 Lane Street (TDCHA and Google have dif addresses) Irving 75061
- Year of Award: 2010
Deficiency Documents
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

. Tab 35, Syndication Term Sheet: The syndicator did not sign the Financing Narrative or acknowledge the amounts and terms of other anticipated sources. Also, the letter refers to the incorrect number of units.

. Tab 36, Sponsor Characteristics: You submitted the required evidence but did not complete the form.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2020 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2020 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff
Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Wednesday, April 29, 2020. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Nicole Fisher
Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.2201
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats.
April 23, 2020

Ms. Nicole Fisher
Housing Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via: nico.fisher@tdhca.state.tx.us

Re: Lakeview Preserve, Irving, Application #20083

Dear Ms. Fisher:

Please see the following responses and associated attachments regarding the deficiency for HTC application #20083 Lakeview Preserve, dated April 22, 2020. The attachment includes documentation and evidence where applicable and is searchable using the attachment’s bookmarks.

1. **Tab 35, Syndication Term Sheet**: The syndicator did not sign the Financing Narrative or acknowledge the amounts and terms of other anticipated sources. Also, the letter refers to the incorrect number of units.
   Please see the signed Financing Narrative per our discussion and Syndication Term Sheet with typo corrected to 84 units.

2. **Tab 36, Sponsor Characteristics**: You submitted the required evidence but did not complete the form.
   Please see the completed Tab 36 form.

Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Consultant to the Project
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedules).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const to Perm. [Repayable]</td>
<td>$0</td>
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<td>TDHCA</td>
<td>MF Direct Loan Const Only [Repayable]</td>
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<td>0.00%</td>
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<td>0.00%</td>
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<td>TDHCA</td>
<td>Multifamily Direct Loan [Soft Repayable]</td>
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<td>$0</td>
<td>0.00%</td>
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<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
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<td>$0</td>
<td>0.00%</td>
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<tr>
<td>Citibank</td>
<td>Conventional Loan</td>
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<td>5.00%</td>
<td>$4,485,000</td>
<td>5.00%</td>
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<tr>
<td>Third Party Equity</td>
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<td></td>
<td></td>
<td></td>
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</tr>
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<td>NEF</td>
<td>HTC</td>
<td>$1,500,000</td>
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<td>Grant</td>
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<td>City of Irving Fee Waivers</td>
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<td>$500</td>
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<td>Deferred Developer Fee</td>
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<td></td>
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<tr>
<td>Other</td>
<td>Direct Loan Match</td>
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<td></td>
<td>$19,459,654</td>
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<td>$18,746,571</td>
<td></td>
</tr>
</tbody>
</table>

**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

The developer will borrow construction funds from Citibank in the amount and at the terms shown above. Equity will be paid in 60% during construction. Citibank will convert the construction loan to permanent financing in the amount shown and at the terms listed above. The City of Irving has agreed to waive fees in the amount of $500. National Equity Fund will provide equity to the project in the amount shown above. The rate is .94 per $1 of tax credits. The developer will defer fees in the amount that sources are not equal to uses. Currently the projected amount to be deferred is as shown in the worksheet above. This amount can be paid from cash flow in less than 15 years.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

This is a new construction development and no reserve accounts will transfer. Replacement reserves are budgeted at $300 per unit per year as shown in the Operating Expense worksheet.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

There are no operating subsidies for this development. Operating expenses were taken from the developer's comparable properties throughout the nation and adjusted for the Texas market. We anticipate 1 full time manager and 1 full time maintenance staff.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

**Signature, Authorized Representative, Construction or Permanent Lender, Syndicator:**

**Telephone:** (972) 741-5150

**Email address:** jalridge@nefinc.org

**April 23, 202**

**Printed Name:**

**Date:** 4/23/2020

If a revised form is submitted, date of submission: 04-23-20
MHP Region 3 II, LLC  
C/O Mr. Christopher Shear  
McDowell Housing Partners  
601 Brickell Key Drive; Ste 700  
Miami, FL 33131

Re: – Lakeview Preserve - Letter of Intent

Dear Mr. Shear:

This letter is a preliminary equity investment commitment from the National Equity Fund, Inc. (NEF) for Lakeview Preserve (“Project”), a proposed LIHTC, multifamily community located in Irving, TX.

NEF, an affiliate of the Local Initiatives Support Corporation (LISC), was incorporated in 1987 with the mission to identify and develop new sources of financing to help provide affordable housing for low income families and to assist non-profit organizations in creating this housing. NEF has worked with 700 local development partners in forming partnerships which acquire, develop, rehabilitate and manage low-income rental housing. Since the enactment of the Federal Low Income Housing Tax Credit in 1986, NEF has raised more than $11 billion in equity and invested it in more than 2,200 affordable housing projects in 46 states, including Washington, D.C. and Puerto Rico.

Described below are the basic terms, conditions and assumptions of this preliminary commitment:

- The Project consists of a proposed LIHTC, multifamily community which will consist of 84 total housing units located in Irving, TX. All units are LIHTC targeted to families with incomes at or below 80% AMI. The project will utilize IRS §42(g)(1)(c) Average Income Test - average of the imputed income limitations designated shall not exceed 60 percent of Area Median Income.

- The Project will be owned by MHP Region 3 II, LLC. The Managing Member will be MHP Region 3 II Member, LLC and will be owned by East 43rd St, LLC and MHP Lakeview Preserve, LLC. The Investor Member will be NEF Assignment Corporation. NEF has reviewed the entities and principals involved and has no reservations at this time.

- NEF proposes to be the Federal Low Income Housing tax credit investor with an equity investment of $14,098,590 based on annual LIHTC allocation of $1,500,000 which represents a price of $0.94. NEF’s proposed equity pay-in schedule is depicted on the following page:
The final timing and amounts of equity payments at closing and during construction will be agreed upon by NEF and the Managing Member prior to closing. NEF will charge a $55,000 Due Diligence fee.

- Reserves - The Investor Member will require the following reserves:
  - Operating Reserve of $261,493
  - Replacement Reserve of $300 per unit per year to be funded monthly.

- Guaranties and Adjusters – NEF will require McDowell Housing Partners, LLC to provide guaranties of development completion, operations, and the repurchase of NEF’s interest if the project fails to meet basic tax credit benchmarks. The Project’s operating agreement will include adjusters to the Investor Member’s capital contributions if there is a change in the agreed upon amounts of total projected tax credits or projected first year credits.

- Sources – NEF’s terms are based on the Sources and Uses on the attached.

A final determination of our investment will depend upon confirmation of the project’s assumptions; a full underwriting of the Project, the development team and their financial statements; the review of plans and specifications; the commitment for all other sources of financing; the development schedule; review of due diligence materials; successful negotiation of the operating agreement and approval by NEF’s Investment Review Committee and by its final tax credit investors.

Sincerely,

Jason Aldridge
Vice President
National Equity Fund
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**

- **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
- **Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
- **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
  - Ownership Interest: 40.000%
  - Cash flow from operations: 5.000%
  - Developer Fee: 5.000%
  - Total: 50.000% (Must equal at least 50% regardless of structure)
- **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
- **Yes** A detailed narrative describing how that material participation will be achieved is included.
- **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
- **Yes** A detailed narrative describing experience in each category is included.

Mark all that apply
- Property Management
- Construction
- Development
- Financing
- Compliance

**Points Claimed:** 2

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**

- **Yes** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
- **Yes** A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
- Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

**Points Claimed:** 0

Total Points Claimed: 2
Scoring Notice
RE: 2020 Competitive Housing Tax Credit (HTC) Application for Lakeview Preserve, TDHCA Number: 20083

The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2020 Qualified Allocation Plan (QAP). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) and/or §11.201(7)(B) of the QAP.

Section 4 provides the final cumulative score in bold.

Section 5 includes, as applicable, notes and an explanation of any differences between the requested and awarded score, as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) “Unit Sizes”, 11.9(b)(1)(B) “Unit and Development Features”, 11.9(c)(1) “Income Levels of Tenants”, 11.9(e)(2) “Rent Levels of Tenants”, 11.9(e)(1) “Financial Feasibility”, 11.9(e)(3) “Pre-Application Participation”, and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §11.902 of the 2020 QAP. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
**Page 2 of Final Scoring Notice: 20083, Lakeview Preserve**

**Section 1:**

Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 139

Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 139

Difference between Requested and Awarded: 0

**Section 2:**

Points Awarded for §11.9(c)(8) Readiness to Proceed: 0

Points Awarded for §11.9(d)(1) Local Government Support: 17

Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4

Points Awarded for §11.9(d)(5) Community Support from State Representative: 8

Points Awarded for §11.9(d)(6) Input from Community Organizations: 4

Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

**Section 3:**

Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

**Section 4:**

Final Score Awarded to Application by Department staff (Including all points): 172

**Section 5:**

**Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:**

NA

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Tuesday, May 26, 2020. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at mailto:sharon.gamble@tdhca.state.tx.us.

Sincerely,

**Sharon D. Gamble**

Sharon D. Gamble
Competitive HTC Program Administrator
RFAD
June 15, 2020

Brian Kimes
JES Development Company, Inc.
206 Peach Way
Columbia, MO 65205

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 20083 Lakeview Preserve, Irving

Dear Mr. Kimes:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of your Third Party Request for Administrative Deficiency (RFAD) requesting that the Department review the Application above to determine whether the Application provided appropriate documentation to mitigate the Development Site’s location within the 100 floodplain. Per 10 TAC §11.101(a)(1) related to Floodplain:

The Applicant will have to use floodplain maps and comply with regulation as they exist at the time of commencement of construction. Even if not required by such provisions, the Site must be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain. If there are more stringent federal or local requirements they must also be met.

Staff sent an Administrative Deficiency under 10 TAC §10.3(a)(2), and the Applicant responded timely.

In its response, the Applicant provided information showing that by meeting the requirements of the Corridor Development Certificate process and requirements, as stated in the Feasibility Report, the finished ground floor elevations will be required to be at least two feet above the 100-year floodplain and the parking and drive areas will be required to be at or above the 100-year floodplain elevation. In this case, the local requirements are more stringent than the Department’s requirement for the Development Site. Staff determined that the application meets the requirements of 10 TAC §11.101(a)(1).
REQUEST FOR ADMINISTRATIVE DEFICIENCY
June 15, 2020
Page 2

I find that the issues raised in your request were sufficiently answered by the Applicant’s response to the Administrative Deficiency notice. Pursuant to 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 25, 2020, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.

For purposes of staff’s review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,
Marni Holloway

[Signature]
Digital signature date: 2020.06.15 13:03:00
Signer: Marni Holloway
Multifamily Division Director

Cc: Christopher Shear
    Arlana Brendle
June 15, 2020

Alyssa Carpenter
Via email: ajcarpen@gmail.com

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 20083 Lakeview Preserve, Irving

Dear Ms. Carpenter:

The Texas Department of Housing and Community Affairs (the “Department”) is in receipt of your Third Party Request for Administrative Deficiency (RFAD) requesting that the Department review the Application above to determine whether the Application provided appropriate documentation to mitigate the Development Site’s location within the 100 floodplain. Per 10 TAC §11.101(a)(1) related to Floodplain:

The Applicant will have to use floodplain maps and comply with regulation as they exist at the time of commencement of construction. Even if not required by such provisions, the Site must be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain. If there are more stringent federal or local requirements they must also be met.

Staff sent an Administrative Deficiency under 10 TAC §10.3(a)(2), and the Applicant responded timely.

In its response, the Applicant provided information showing that by meeting the requirements of the Corridor Development Certificate process and requirements, as stated in the Feasibility Report, the finished ground floor elevations will be required to be at least two feet above the 100-year floodplain and the parking and drive areas will be required to be at or above the 100-year floodplain elevation. In this case, the local requirements are more stringent than the Department’s requirement for the Development Site. Staff determined that the application meets the requirements of 10 TAC §11.101(a)(1).
I find that the issues raised in your request were sufficiently addressed by the Applicant’s response to the Administrative Deficiency notice. Pursuant to 10 TAC §11.10 related to Third Party Request for Administrative Deficiency, staff will provide to the Board, at its meeting of June 25, 2020, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.

For purposes of staff’s review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,
Marni Holloway

Marni Holloway
Multifamily Division Director

Cc: Christopher Shear
Arlana Brendle
May 1, 2020

Via Electronic Mail

Texas Department of Housing and Community Affairs
Attn.: Ms. Marni Holloway, Dir of Multifamily Finance
Attn.: Ms. Sharon Gamble, 9% HTC Program Administrator
221 East 11th Street
Austin, Texas 78701

Re: RFAD for 20083 Lakeview Preserve

Dear Ms. Holloway:

The purpose of this letter is to request an Administrative Deficiency for the above referenced Application in accordance with §11.10 Third Party Request for Administrative Deficiency for Competitive HTC Applications.

Grounds for Request for Administrative Deficiency

The above referenced Application is for a development site that is wholly contained in a floodplain as evidenced in Exhibit A.

The site plan addresses the floodplain boundary and the elevation of the buildings as required by the rules; however, it does not address the parking and drive elevations nor does it address how flood mitigation will be accomplished (Exhibit B).

The Site Design Report indicates a preliminary offsite location has been identified to remove dirt to a specified volume to offset the volume being placed in the floodplain and the cost is estimated to be $375,000. We believe this to be a gross underestimate of potential cost due to the amount of fill it will require to raise the entire site (Exhibit C).

There does not appear to be evidence in the Application that the development will meet the requirements of §11.101(a)(1) Floodplain. “…the Site must be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain…” We did not locate a waiver request in the Application for the floodplain rule.

Additionally, there was another Application on the April Board agenda, 20128 OST Lofts, for a development located in Houston, Texas with a similar situation; however, the Applicant in that instance actually requested a waiver upfront and that Application has undergone a thorough investigation. We are asking for the same equitable thorough review be given to this Application as it is located in a high risk, flood prone, wetland area; however, has not provided the appropriate documentation as required by the rules.
We respectfully request the department staff consider this Request for Administrative Deficiency for the Lakeview Preserve Application.

Sincerely,

Brian Kimes
Authorized Representative

Cc: Christopher Shear
601 Brickell Key Drive, Suite 700
Miami, FL 33131
cshear@mcdhousing.com

Exhibit A - FIRM Map
Exhibit B - Site Plan
Exhibit C - Page from Site Design Report
Exhibit A
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/20/2020 at 3:27:22 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
Exhibit B
Exhibit C
A preliminary offsite location has been identified to remove dirt to a specified volume to offset the volume being placed in the flood plain. That cost is estimated to be $375,000.

SUMMARY

The developer and development team have completed a specified amount of due diligence as identified in the Texas Department of Housing and Community Affairs (TDCHA) Additional Evidence of Preparation to Proceed Chapter 10, Subchapter C, Section 5, “Site Design and Development Feasibility Report”. We have concluded that this site will accommodate the proposed project. This conclusion is based on the following:

- Conversations and meetings with the City staff along with the Developer
- Review of information made available by others
- Review of the ordinances, design requirements, and utility availability
- Preliminary Site Plan and contours of the site

This summary letter may be relied upon only by the Developer/Client; it is not intended for use by any other party. The Client may use this letter as part of its due diligence, but this report should not be used as the sole basis for the Client's decision making. We endeavored to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions.

We trust this provides you with the information needed at this time. If you have any questions or comments, please call.

Respectfully submitted,

CARNEY ENGINEERING, PLLC

T. Craig Carney, P.E.
May 1, 2020

Ms. Sharon Gamble
Texas Department of Housing and Community Affairs
21 E 11th Street
Austin, Texas 78701

Re: HTC Application 20083 Lakeview Preserve

Dear Ms. Gamble:

Please consider this a formal request for a Third Party Request for Administrative Deficiency (RFAD) for TDHCA Application 20083 Lakeview Preserve. This RFAD concerns this Application’s inability to meet QAP requirements regarding the Floodplain as found in Section 11.101(a)(1) of the 2020 QAP.

The purpose of Section 11.101(a) is to identify requirements and restrictions related to a development site. Section 11.101(a)(1) outlines the requirements for a new construction development that is located within the 100-year floodplain. The QAP states the following:

Even if not required by such provisions, the Site must be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain.

Lakeview Preserve is located on the east side of S MacArthur Blvd in Irving. The flood map submitted in the Application shows a site that is completely within special flood hazard area Zone AE. The site location outline and survey in the Feasibility Report show a site that has several areas of visible surface water within the site boundaries. The ESA shows that there are several “Lake” areas on the site according to the wetlands map from the US Fish and Wildlife Service. The ESA confirms that the site is located in flood zone AE and states that the flood zone and lake wetland areas are environmental conditions for the site.

The Site Information Form Part I in the Application states that the flood zone is AE and the Development Narrative states the following:

This is a gross and material misrepresentation of the flood zone. The development is completely located within zone AE; it is not a “partial location” where “one residential building and some parking areas are impacted.” The Applicant states here that all buildings will be at least 1 foot above and all parking will be no more than 6 inches below, but the Applicant fails to address the QAP requirement that “parking and drive areas” are to be no lower than six inches below the floodplain.

We asked the engineering firm mma, inc. to review the preliminary site plan, topography, flood zone, and elevations for the Lakeview Preserve development site. As confirmed in the attached letter, the
base flood elevation at the street is 436 feet, and elevation points taken on MacArthur Blvd at various points along the street frontage range from 434.33 to 434.96 feet. This means that the street is more than 1 foot below the floodplain. The attached Google Street View of the area of the proposed entrance to Lakeview Preserve shows that the street, which is already more than 1 foot below the floodplain, is significant higher than the rest of the development site. Mma, inc. confirms that the entire development site is currently approximately 5 feet below the floodplain.

The Engineered site plan in the Feasibility Report shows several elevation points that confirm that most areas are several feet below the base flood elevations. The Applicant states that “dirt work and grading” will raise the site to meet TDHCA requirements, but has included a total of only $848,000 for “rough grading” and “fine grading” in the Site Work Cost Breakdown form. The amount appears to be an underestimation of what would be required to truck in 5 feet of fill across several acres and also account for soil compaction and final grading. The Off Site Costs form shows $375,000 for a “flood plain mitigation per city requirements,” which the Feasibility Report describes as follows: mitigation relative to filling the 100-year flood plain. A preliminary offsite location has been identified to remove dirt to a specified volume to offset the volume being placed in the flood plain” with no other details. The Application contains no costs associated with, plans for, or changes to, or mitigation associated with the elevation of MacArthur Blvd, which is the only access to this site.

Based on the fact that MacArthur Blvd is more than 1 foot below the flood elevation, the Applicant is unable to have an entrance drive that ties into MacArthur Blvd and that will be no lower than 6 inches below the floodplain. Because of this fact, the Applicant is unable to comply with the QAP requirement that “parking and drive areas are no lower than six inches below the floodplain.” This development site should be found ineligible. Should this area have a flood event, over 6 inches of flooding at the street would make the site inaccessible to residents and mitigation for such an occurrence is not provided in the application.

Note that Application 20128 OST Lofts in Houston has a similar issue with a street that is below the floodplain and requested a waiver of this rule. The Applicant for Lakeview Preserve also had the option to request a waiver of this rule, but did not. As shown on the Site Information Form Part I, this Application states “na” for a waiver of rules. There is no opportunity for the Applicant to request a waiver at this time because section 11.207 of the QAP states that “An Applicant may request a waiver in writing at or prior to the submission of the pre-application (if applicable) or the Application or subsequent to an award. Waiver requests on Competitive HTC Applications will not be accepted between submission of the Application and any award for the Application.”

Thank you for your attention to this matter.

Sincerely,

Alyssa Carpenter
Flood Map from Application

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/20/2020 at 3:27:22 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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Survey from Feasibility Report

PROJECT:
BANNISTER ENGINEERING
Scale: 1" = 100'  1/10"

CATEGORY 1A
CONSTRUCTION 2
LAND TITLE SURVEY

NOTES:

1. The land shown herein and described above was not abstracted by the surveyor. Additional easements or other encumbrances, whether of record or not, may affect the subject tract.
2. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon; nor does this survey make any representation of being a Quality Level A or B subsurface utility survey of the tract of land shown hereon.
3. Existing utilities shown hereon are from above ground visible features coupled together with maps and plans provided to the surveyor. The surveyor does not make any representation of being a Quality Level A or B subsurface utility survey of the tract of land shown hereon.
4. The surveyor has not reviewed, abstracted, or made any representation of being an archeological or historical survey of the tract of land shown hereon.
5. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon; nor does this survey make any representation of being a Quality Level A or B subsurface utility survey of the tract of land shown hereon.
6. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon; nor does this survey make any representation of being a Quality Level A or B subsurface utility survey of the tract of land shown hereon.
7. Existing utilities shown hereon are from above ground visible features coupled together with maps and plans provided to the surveyor. The surveyor does not make any representation of being a Quality Level A or B subsurface utility survey of the tract of land shown hereon.
8. All iron rods set (IRS) are 5/8-inch with a plastic cap stamped “RPLS 4838”. All found monuments shown hereon are deemed to be
9. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon; nor does this survey make any representation of being a Quality Level A or B subsurface utility survey of the tract of land shown hereon.
10. The surveyor has made no attempt to locate abandoned or plugged oil and gas wells, or any other wells on the tract of land shown hereon; nor does this survey make any representation of being a Quality Level A or B subsurface utility survey of the tract of land shown hereon.

SURVEYORS CERTIFICATE TO:

The survey was performed and the report of this survey was prepared by:

Michael Dan Davis
Registered Professional Land Surveyor No. 4838
Office (817) 842-2094

9047-20-001

Michael Dan Davis
Registered Professional Land Surveyor No. 4838
Office (817) 842-2094

DATE: 2/3/2020 3:30:53 PM

B:\Clients\9000 (Misc Projects)\9047 (Sowell & Co.)\9047-20-001 (Sowell - Irving - Survey)\Survey\9047-20-001 Survey Base.dwg
Wetland

This map shows wetland existence using data from US Fish & Wildlife. Data coverage is shown to the right. Gray indicates no data available in the area.

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine
Historical Review

Review of aerial photographs (1942 – 2016) and historic topographic maps (1931 – 2016) indicated that the Site was undeveloped land as early as 1931 until the early 1940s when western portion of the Site appeared developed with an oak grove. After that time, the Site was part of an area-wide sand and gravel quarry that included many of the surrounding properties. As these areas flooded they were considered part of the Vilbig Lakes (Vilbig was the company that operated the quarry). By 1995, the Site appeared as undeveloped land with sections of the Vilbig Lakes located along the northern boundary. By 2005, the Site appeared as undeveloped land with sparsely located trees located on the central and northern portions with sections of the Vilbig Lakes located along the northern boundary. The Site has remained in its present-day configuration since 2005. Historic fill materials used to reclaim the Site originated from surrounding properties with little to no industrial or commercial use; therefore, the use of contaminated fill material is not considered a potential environmental concern. The historic uses of the Site do not represent a REC.

The full Historical Review for the Site is presented in Section 3.0 of the report.

Storage Tanks

No evidence of underground storage tanks (USTs) or aboveground storage tanks (ASTs) was observed at the Site during the assessment. In addition, no features were observed at the Site that would have required USTs or ASTs to be present, and there are no USTs or ASTs registered with the Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) database.

Wetlands

The Site was inspected for the presence of sensitive ecological areas by noting environmental indicators (e.g., wetlands vegetation, floodplains) located on or immediately adjoining the Site. Lake wetland areas are depicted on the U.S. Fish and Wildlife Service (USFWS), National Wetlands Inventory (NWI) Map throughout the Site. The USFWS wetlands maps are used as screening tools only and indicate the possible presence of wetlands at the Site. At the time of the ProGEA inspection, the northeast and eastern portions of the Site were occupied by these lakes, but the central portions of the Site did not appear to have hydric soils, standing water, or evidence of wetlands. A wetlands screening map is included in Appendix I.
Hazardous Waste

No hazardous wastes are currently generated on the Site and no bulk chemicals were observed on-Site. None of the records reviewed indicated the historical use of large quantities of hazardous materials or the generation of hazardous waste at the Site.

Floodplain

The Federal Emergency Management Agency (FEMA) flood Insurance rate map (FIRM) for Dallas County, number 48113C0315L, dated March 21, 2019, was reviewed for the subject property. The Site is located within flood Zone AE. Flood Zone AE includes special flood hazard areas subject to inundation by the 1% annual chance flood with base flood elevations determined. This property was assessed for flood hazards using current FEMA guidelines and standards for flood risk analysis in adherence to National Flood Insurance Program (NFIP) requirements and regulations. The Site was found to be located in Flood Zone AE. A copy of the FEMA FIRM is included in Appendix I.

Threatened & Endangered Species

A review of applicable records for information regarding threatened/endangered species was made on the USFWS Online Database System website http://www.eso.fws.gov/. A total of nine threatened and/or endangered bird, clams, and reptile species listed for Dallas County, Texas. The Site is undeveloped land partially surrounded by roadways, undeveloped areas, and developed areas. Although it is unlikely that the presence of these species in Dallas County will represent a concern to development efforts based on the surrounding developed nature of the Site area, the owner of the property should work with the lead agency to determine whether an Environmental Impact Report (EIR) will be required.

Radon

Dallas County is located in the United States Environmental Protection Agency (USEPA) radon 3. USEPA radon 3 has predicted average screening concentrations less than 2 pCi/L. The USEPA action level is 4.0 pCi/L. Radon is not expected to represent an environmental concern to future occupants or workers at the Site.

Suspect Microbial Growth

No structures were observed on-Site during the Site inspection.
Findings, Opinions & Conclusions

Based on the findings of this assessment, there are no obvious indicators that point to the presence or likely presence of contamination at the Site. This assessment has revealed no evidence of recognized environmental conditions (RECs), as defined by ASTM, in connection with the subject property.

The following environmental conditions, which are not considered to be recognized environmental conditions, as defined by ASTM, were revealed during this assessment:

- Lake wetland areas are depicted on the USFWS, NWI Map throughout the Site. At the time of the ProGEA inspection, the northeast and eastern portions of the Site were occupied by these lakes, but the central portions of the Site did not appear to have hydric soils, standing water, or evidence of wetlands.
- The Site is located within Zone AE which is determined as special flood hazard areas subject to inundation by the 1% annual chance flood with base flood elevations determined.
Site Information Form Part I

1. Development Address (All Programs)

   2800 South MacArthur Blvd.
   Address
   3               75060               Dallas
   Region          Zip              County
   Urban
   Rural/Urban

   Irving
   City
   No
   ETJ?

2. Census Tract Information (All Programs)

   48113015100 No Median Household Income: 57222
   11-digit Census Tract Number QCT? Quartile: 3q

   The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required resolution has been submitted behind Tab 2.

   10.5
   Poverty Rate:
   57222
   Median Household Income:

3. Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]

   Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.

   X  Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))

   X  One Mile Three Year Rule. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).

   X  Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

4. Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]

   The Development Site is not located in a county with a population that exceeds one million.
   The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.

   X  The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.

   The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

5. Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]

   X  The Development Site is not located in a county with a population less than one million.
   The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.

   The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

6. One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]

   The Application is USDA or At-Risk, or is in a Rural Subregion.

   The Application is not USDA or At-Risk, and the Development Site is located in a census tract in an Urban subregion and the following eligible Pre-application(s) are located in the same census tract:

7. Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)

   Development Site is appropriately zoned? No Zoning Designation: SP-2 Residential
   Flood Zone Designation: AE Entire Development Site is outside the 100 year floodplain. No
   Farmland Designation (To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA): N/A

Self Score Total: 139
8. Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]

Confirm the following supporting documents are provided behind this tab.

na  Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

na  DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.


Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinkeade Early Childhood</td>
<td>EE through PK</td>
<td>MS B</td>
</tr>
<tr>
<td>Townley Elementary</td>
<td>K through 5</td>
<td>MS C</td>
</tr>
<tr>
<td>Bowie Middle School</td>
<td>6 through 8</td>
<td>MS C</td>
</tr>
<tr>
<td>Nimitz High School</td>
<td>9 through 12</td>
<td>MS B</td>
</tr>
</tbody>
</table>

Account for each year for each school.

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]
- The Application meets the following exception(s). **Applicant is required to enter school rating information above, but no disclosure is required.**
  - Elderly Development
  - Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
  - Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
  - The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

10. Waiver of Rules [10 TAC §11.207]

na  Applicant requests waiver of rules.

Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:

- Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); and
- Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
1. The proposed Development is: (Check all that apply)

- New Construction

(If applicable) and/or:

NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

<table>
<thead>
<tr>
<th>Previous TDHCA #</th>
<th>If applicable</th>
<th>If Acquisition/Rehab or Rehab, original construction year:</th>
</tr>
</thead>
</table>

| Units Demolished | Units Reconstructed |

2. The Target Population will be:

The proposed Development is: (Check all that apply)

- New Construction

(If applicable) and/or:

NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

General

If Elderly is selected (10 TAC §11.1(d)(47)):

- Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
- Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.
- Selection is based on funding from (select from list):

- Development will receive other funding that has a requirement for a preference or limitation with regard to the population(s) served. If so, please explain in the box below.

Certification for Supportive Housing Applications

If Supportive Housing is selected (10 TAC §11.1(d)(122)), the Applicant or General Partner confirms that:

- The proposed Development is intended for and targets occupancy for households in need of specialized and specific non-medical services in order to maintain housing or transition into independent living.
- Supportive services are tailored for members of a household with specific non-medical needs (select all that apply):
  - Homeless or Persons at-risk of homelessness
  - Persons with physical, intellectual, and/or developmental disabilities
  - Youth aging out of foster care
  - Persons eligible to receive primarily non-medical home or community-based services
  - Persons transitioning out of institutionalized care
  - Persons unable to secure permanent housing elsewhere due to high barrier:
  - Persons with Special Housing Needs (alcohol and/or drug addictions, VAWA protections, HIV/AIDS, Veterans with Disabilities
  - Other target populations that are served by a federal or state housing program (provide documentation behind this Tab)

Describe:

- Services will be provided by the Applicant or an Affiliate of the Applicant.
- Services will be provided by a Third Party provider and evidence that the provider has at least a three-year record of providing substantive services similar to those proposed in the subject Application in residential settings is provided behind this Tab.
- Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.
- Documentation that the Applicant or General Partner has secured or will secure sufficient funds necessary to maintain the Supportive Housing Development’s operations throughout the entire Affordability Period is included behind this Tab.
- Evidence of the Applicant’s or General Partner’s history of fundraising activities reasonably deemed to be sufficient to address any unanticipated operating losses is included behind this Tab.
- As a condition of the Underwriting Report, the Applicant or General Partner will provide a fully executed guaranty agreement whereby the Applicant or its Affiliate assume financial responsibility of any outstanding operating deficits, as they arise, and throughout the entire Affordability Period.
Development is not financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).

Development has permanent foreclosable, must-pay debt sourced from federal funds.

Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.

If the Development is financed with debt that does not meet the requirements above, Application must include:

- Evidence of project-based rental or operating subsidies for a minimum of 25% of Units;
- Documentation of how resident feedback has been incorporated into Development design;
- Evidence that the Development is located less than ½ mile from regularly-scheduled public transportation, including evening and weekend service;
- Evidence that at least 10% of the Units in the proposed Development meet the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 Federal Register 29671 for persons with mobility impairments;

and the Applicant or General Partner confirms that:

- Multiple systems will be in place for residents to provide feedback to Development staff;
- A resident is or will be a member of the Development Owner or service provider board of directors;
- The Development’s Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non federally required criteria;)
- The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
- The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

3. Staff Determinations regarding definitions of development activity obtained?

If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

- The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
- The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
- Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.
- Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

If a revised form is submitted, date of submission: 

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Lakeview Preserve is a new construction development for the General Population. It will have 3 residential buildings, a community amenities center and surface parking. There will be 84 units, with 1, 2 and 3 bedroom units as shown on the rent schedule. The only unusual factor for this development is its partial location in the AE floodzone. One residential building and some parking spaces are impacted by this. Per TDHCA regulations, all buildings will be at least 1 foot above the floodplain and all parking will be no more than 6 inches below the flood plain. Dirt Work and Grading to achieve this has been taken into account in the development cost schedule. In particular, the City of Irving has some offsite requirements regarding removing site from the floodplain. These have been accounted for in the budget.

5. Funding Request:

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.
Marni Holloway  
Director of Multi-Family Finance  
TDHCA  

RE: Lakeview Preserve - Irving, Texas  

Ms. Holloway,

mma, inc has reviewed the preliminary site plan for Lakeview Preserve located on South Macarthur Boulevard in Irving, Texas. The intent of the review was to form a professional opinion as to the possibility of the site being developed such that all finish floors elevations are at least 1-foot above the floodplain elevation and all parking and drive areas are no lower than six inches below the floodplain. As part of the review a topographic survey of Macarthur Boulevard to determine elevation points along the subject property was conducted.

As shown on the Flood Insurance Rate Map (FIRM) Panel No. 48113C0315L flood elevation at Macarthur Boulevard is 436’ and mapped elevation points at various points at Macarthur Boulevard range from 434.33 to 434.96; confirming the street is below the flood elevation from 1.04’ to 1.96’ along the frontage of the entire development site.

Further review of the site plan prepared by Carney Engineering, PLLC demonstrates that the site is approximately 5-feet below the floodplain elevation.

Please do not hesitate to contact me with any questions.

Sincerely,

Robert Cronin PE  
Director of Engineering  
mma, inc  
rcronin@mmatexas.com  
817-469-1671
Engineered Site Plan from the Feasibility Report

Elevation at 431.4' when base flood elevation is 436'.
# Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

Columns B and C: In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

Column D: To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction cost.

Column F: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column G: Engineering/architectural costs must be broken out by the Site Work activity.

Column H: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those costs should be included in Eligible Basis and whether those may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
<td>In A/E Design Fee</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$3.00</td>
<td>1</td>
<td>$3.00</td>
<td>In A/E Design Fee</td>
<td>$0.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>Detention</td>
<td>$50,000.00</td>
<td>1</td>
<td>$50,000.00</td>
<td>In A/E Design Fee</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Rough grading</td>
<td>$820,000.00</td>
<td>1</td>
<td>$820,000.00</td>
<td>In A/E Design Fee</td>
<td>$820,000.00</td>
<td>$820,000.00</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$28,000.00</td>
<td>1</td>
<td>$28,000.00</td>
<td>In A/E Design Fee</td>
<td>$28,000.00</td>
<td>$28,000.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$64,575.00</td>
<td>1</td>
<td>$64,575.00</td>
<td>In A/E Design Fee</td>
<td>$64,575.00</td>
<td>$64,575.00</td>
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<tr>
<td>On-site electrical</td>
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<td>1</td>
<td>$22,500.00</td>
<td>In A/E Design Fee</td>
<td>$22,500.00</td>
<td>$22,500.00</td>
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<tr>
<td>On-site paving</td>
<td>$418,000.00</td>
<td>1</td>
<td>$418,000.00</td>
<td>In A/E Design Fee</td>
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<td>$418,000.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$153,527.00</td>
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<td>$153,527.00</td>
<td>In A/E Design Fee</td>
<td>$153,527.00</td>
<td>$153,527.00</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
<td>In A/E Design Fee</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$7,500.00</td>
<td>1</td>
<td>$7,500.00</td>
<td>In A/E Design Fee</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
</tbody>
</table>

| Other (specify) - see footnote 1 |                     |                         |                          |                   |                                   |                      |

**Signature of Registered Engineer**

[T. Craig Carney, P.E.]

[Printed Name]

Date: 2/18/2020

**LAKEVIEW PRESERVE**

**Seal**

T. CRAIG CARNEY

55714

LICENSED PROFESSIONAL ENGINEER
<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Cost</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floodplain Mitigation per City Requirements</td>
<td>$375,000.00</td>
<td></td>
<td>$375,000.00</td>
<td>$</td>
<td>$</td>
<td>$375,000.00</td>
</tr>
</tbody>
</table>

Total $375,000

T. Craig Carney, P.E.

Printed Name
February 20, 2020

Date
If a revised form is submitted, date of submission:

Signature of Registered Engineer responsible for Budget Justification

STATE OF TEXAS

PROFESSIONAL ENGINEER

2/19/20
CITY FEES

The City of Irving has no impact fees or park/landscape fees. The summary of fees is estimated to be the following:

**Development Fees:**

file:///C:/Users/Craig/OneDrive/1_Active%20Projects-CraigOffice-CraigOffice/2020%20Tax%20Credit%20Deals/McDowell%20Housing%20Partners/Irving%202800%20MacArthur/City%20Info/Development%20Fees.pdf

**Tap & Meter Fees**


- Plan Review (20% of Building Permit Fee) Est. $13,000
- Public Improvement Inspection (1% improvement cost) Est. $1,250
- Building Permit Est. $65,000
  - $405 per unit; each clubhouse, office, laundry, etc will be counted as one unit.
  - Garages $62 per vehicle
  - Carports $31 per vehicle
- Tap & Meter Fees Est. $5,000

**PHASE I ENVIRONMENTAL ASSESSMENT**

A Phase I ESA was performed by another Consultant. The results indicated there were no Recognized Environmental Conditions (REC). A copy of that report will be presented in the Developer’s Application.

**ONSITE & OFFSITE COST ESTIMATES**

The estimated onsite construction costs including earthwork, storm drainage, landscaping, utilities, and paving is $1,569,107. Offsite costs are expected in the form of mitigation relative to filling the 100-year flood plain.
A preliminary offsite location has been identified to remove dirt to a specified volume to offset the volume being placed in the flood plain. That cost is estimated to be $375,000.

SUMMARY

The developer and development team have completed a specified amount of due diligence as identified in the Texas Department of Housing and Community Affairs (TDCHA) Additional Evidence of Preparation to Proceed Chapter 10, Subchapter C, Section 5, “Site Design and Development Feasibility Report”. We have concluded that this site will accommodate the proposed project. This conclusion is based on the following:

- Conversations and meetings with the City staff along with the Developer
- Review of information made available by others
- Review of the ordinances, design requirements, and utility availability
- Preliminary Site Plan and contours of the site

This summary letter may be relied upon only by the Developer/Client; it is not intended for use by any other party. The Client may use this letter as part of its due diligence, but this report should not be used as the sole basis for the Client’s decision making. We endeavored to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions.

We trust this provides you with the information needed at this time. If you have any questions or comments, please call.

Respectfully submitted,

CARNEY ENGINEERING, PLLC
TBPE FIRM NO. F-5033

T. Craig Carney, P.E.
Presenting, discussion, and possible action regarding a waiver of 10 TAC §11.101(b)(1) regarding Ineligible Developments for 20128 OST Lofts

**RECOMMENDED ACTION**

**WHEREAS,** 10 TAC §11.101(a) of the 2020 Qualified Allocation Plan (QAP) related to Site Requirements and Restrictions identifies specific requirements and restrictions related to a Development Site seeking multifamily funding or assistance from the Department;

**WHEREAS,** 10 TAC §11.101(a)(1) requires that for Development Sites within a floodplain, the Site must be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain;

**WHEREAS,** the Applicant for 20128 OST Lofts has submitted a request that the Board waive this requirement and allow the Applicant to move forward with an Application proposing the construction of a Development for which one of the driveways will be lower the six inches below the floodplain;

**WHEREAS,** 10 TAC §11.207 related to Waiver of Rules identifies the requirements a waiver request must meet, and staff does not believe that the waiver meets those requirements; and

**WHEREAS,** staff believes that the location of the Development Site was within the Applicant’s control, so staff is not able to recommend a waiver;

**NOW, therefore, it is hereby**

**RESOLVED,** that the Board shall determine whether the waiver of 10 TAC §11.101(a)(1) should be granted for 20128 OST Lofts.
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

The Department has received a Third Party Request for Administrative Deficiency (RFAD) regarding HTC Application 20083 Lakeview Preserve. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued. Please refer to the copy of the request that you received from the requestor.

The request states MacArthur Blvd. is one foot below the flood elevation and would lead to being unable to have an entrance drive into MacArthur Boulevard. Due to the site being five feet below the floodplain, not enough information is provided to reach the required elevation levels. The application does not meet the floodplain requirements under 10 TAC §11.101(a)(1) related to Floodplains.

1. Provide evidence regarding the parking and drive elevations, along with flood mitigation that will be accomplished.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 18, 2020. Please respond to this email as confirmation of receipt.**
All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2020 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Matthew Griego
Multifamily Policy Research Specialist
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701
(512)475-0927

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §11.2(a)).
Reminder for Direct Loan Borrowers: TDHCA will not close earlier than 30 days after receipt of complete due diligence documents. We will not honor closings scheduled without our confirmation.

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**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 29, 2020. Please respond to this email as confirmation of receipt.**

In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2020 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

<table>
<thead>
<tr>
<th>The Department has received a Third Party Request for Administrative Deficiency (RFAD) regarding HTC Application 20083 Lakeview Preserve. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued. Please refer to the copy of the request that you received from the requestor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Provide evidence that compliance with requirements of the Corridor Development Certificate Manual or other Trinity River Corridor requirements will result on the Development Site meeting or exceeding all of the requirements of 10 TAC §11.101(a)(1), particularly the parking and drive areas.</td>
</tr>
<tr>
<td>The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.</td>
</tr>
</tbody>
</table>

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2020 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the fifth business day following the date of this deficiency notice will be terminated.
time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2020 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

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All applicants should review §§11.1(b) and 11.1(h) of the 2020 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.
May 15, 2020

Mr. Matthew Griego  
Housing Specialist, Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

Via: matthew.griego@tdhca.state.tx.us

Re: Lakeview Preserve, Irving, Application #20083

Dear Mr. Griego:

Please see the following response and associated attachments regarding the request for administrative deficiency for HTC application #20083 Lakeview Preserve, dated May 11, 2020. The attachment includes documentation and evidence where applicable and is searchable using the attachment’s bookmarks.

Per the deficiency, the RFAD stated the following:

*MacArthur Blvd. is one foot below the flood elevation and would lead to being unable to have an entrance drive into MacArthur Boulevard. Due to the site being five feet below the floodplain, not enough information is provided to reach the required elevation levels. The application does not meet the floodplain requirements under 10 TAC §11.101(a)(1) related to Floodplains.*

TDHCA then requested the applicant:

*Provide evidence regarding the parking and drive elevations, along with flood mitigation that will be accomplished.*

**QAP Regulatory Compliance**

Lakeview Preserve does in fact meet all of the floodplain requirements as required within the 2020 QAP. The RFAD erroneously deduced that because MacArthur Boulevard is one foot below the flood elevation that it would somehow be impossible to design and engineer an entrance to the development that met the requirements of 10 TAC §11.101(a)(1), which require all finished ground floor elevations be at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain.

To facilitate your review, I have created a comprehensive table of the applicable requirements with an explanation and key demonstrating where the information exists in the application.
<table>
<thead>
<tr>
<th>Requirement as stated in QAP §11.101(a)(1):</th>
<th>Evidence</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Construction or Reconstruction Developments located within a 100 year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps must develop the site in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements.</td>
<td>The Development Owner’s Certification (pages 7-15 of the Application) certifies full compliance with the National Flood Protection Act and applicable federal and state statutory and regulatory requirements. See attached excerpt.</td>
</tr>
<tr>
<td>The Applicant will have to use floodplain maps and comply with regulation as they exist at the time of commencement of construction.</td>
<td>The Owner’s Certification certifies compliance with regulations as they exist at the time of commencement of construction. See attached excerpt.</td>
</tr>
<tr>
<td>Even if not required by such provisions, the Site must be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain.</td>
<td>As certified in the Owner’s Certification and on the Site Plan by the civil engineer, Lakeview Preserve will be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain. Pages 7-15 and page 191 of the Application. See attached excerpts.</td>
</tr>
<tr>
<td>If there are more stringent federal or local requirements they must also be met.</td>
<td>The Owner’s Certification certifies compliance subject to more stringent federal or local requirements. See attached excerpt.</td>
</tr>
<tr>
<td>The remainder of the floodplain requirements section does not apply to this Application.</td>
<td>These apply to other funding sources and Rehab developments.</td>
</tr>
</tbody>
</table>
City of Irving Permit Documents

As stated, in the engineering site design and feasibility study, the City of Irving requires additional MacArthur ROW dedication during the subdivision platting stage. The ROW dedicated to the City of Irving will provide sufficient area to transition from the existing grade at MacArthur Boulevard to the Site such that 100% of the Site parking and drive areas are compliant with the QAP’s floodplain requirements. In addition to ROW dedication, as part of the preliminary plat submission, the civil plan set will include full hydrologic and topographical information to demonstrate that the design meets all applicable regulatory requirements, including those associated with floodplain mitigation.

The final hydrologic and topographical details and specifications are a component of the full engineering phase and not typically included on a preliminary site plan such as the one provided in the Application. The attached letter from Craig Carney, the licensed professional engineer for the proposed development, provides additional documentation regarding the project design and its compliance with TDHCA requirements as well as those of the City of Irving. He has also added notes to the preliminary site plan that illustrate the parking and drive elevations more clearly.

By grading the site to comply with City of Irving regulations as demonstrated in the application, feasibility report and this letter and implementing the engineer’s plan as outlined in the feasibility report and his subsequent letter enclosed here, all mitigation of the floodplain will be effectively accomplished.

I hope that you find this response clarifies that the Lakeview Preserve Application provided the proper evidence regarding the parking and drive elevations, along with flood mitigation to ensure QAP compliance. Please let us know if you have any further questions or require further documentation by contacting me at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Consultant to the Project

Enclosures:
- Owner Certification Excerpt
- Site Plan
- Feasibility Report Excerpt
- Cost Schedule
- Engineer’s Statement

Cc: Chris Shear, McDowell Housing Partners
Cc: Cynthia Bast, Locke Lord
The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 100 year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent federal or local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction. Applicant further certifies that, for any Development proposing Rehabilitation (excluding Reconstruction) that is not a HUD or TRDO-USDA assisted property, the Development Site is not located in the 100 year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts, and such documentation is submitted in the Application.

Undesirable Site Features (select one of the boxes as applicable)

____ The Development is not located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.

_____ The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.

_____ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.

_____ The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that specifies the proximity of such feature to a multifamily development is included in the Application.

_____ The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application (select all that apply):

_____within 300 feet of junkyards
All others outside urban center: Three (3) stories (thirty-six (36) feet) (A basement parking area or garage may be provided below the average grade line and built into the side of a slope within the interior of a multi-family development, but not adjacent to a lot line. Any such basement shall be counted as a story.) Within urban center: As approved through the concept plan.

3. Minimum building setbacks from street rights-of-way:

SITE DEVELOPMENT AND BUILDING PERMIT APPROVAL SCHEDULE

The Site Development process will include Rezoning, Platting, and drainage related studies and approvals associated with filling in the flood plain including mitigation and the requirements of the Trinity River Corridor - North Central Texas. It's anticipated that this process could take 8 to 10 months.

The new construction permitting process is demonstrated in Figure 1 below. It’s anticipated that this process will require 6 months to complete with building permits. This process can run concurrently with the Site Development approval process.

The following codes are effective for Irving:

- 2015 International Building Code
- 2015 National Electrical Code
- 2015 International Mechanical Code
- 2015 International Residential Code
- 2015 International Existing Building Code
- 2015 International Plumbing Code
- 2015 International Fuel Gas Code
- 2015 International Fire Code
A preliminary offsite location has been identified to remove dirt to a specified volume to offset the volume being placed in the flood plain. That cost is estimated to be $375,000.

SUMMARY

The developer and development team have completed a specified amount of due diligence as identified in the Texas Department of Housing and Community Affairs (TDCHA) Additional Evidence of Preparation to Proceed Chapter 10, Subchapter C, Section 5, “Site Design and Development Feasibility Report”. We have concluded that this site will accommodate the proposed project. This conclusion is based on the following:

- Conversations and meetings with the City staff along with the Developer
- Review of information made available by others
- Review of the ordinances, design requirements, and utility availability
- Preliminary Site Plan and contours of the site

This summary letter may be relied upon only by the Developer/Client; it is not intended for use by any other party. The Client may use this letter as part of its due diligence, but this report should not be used as the sole basis for the Client’s decision making. We endeavored to research site development issues and constraints to the extent practical given the scope, budget, and schedule agreed to with the Client. New issues may arise during development because of changes in governmental rules and policy, changed circumstances, or unforeseen conditions.

We trust this provides you with the information needed at this time. If you have any questions or comments, please call.

Respectfully submitted,

CARNEY ENGINEERING, PLLC
TBPE FIRM NO. F-5033

T. Craig Carney, P.E.
2. Combined standpipe systems shall be equipped with a minimum of 1 4-way FDC. Combined standpipe systems with 3 or more standpipes in excess of 1000 gpm system demand shall have not less than two 4-way FDC located on opposite sides of the building. All FDC shall be interconnected so that any system in the building is supplied by any or all.

3. In buildings exceeding 10,000 feet in area per story, Class I automatic wet or manual wet standpipes shall be provided where any portion of the building's interior area is more than 200 feet of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

4. Fire hose valves must be located within 150 ft. of all areas of the interior for an un-sprinklered building and 200' for a sprinklered building.

PROPOSED OFFSITE IMPROVEMENTS

No offsite improvements are expected

INGRESS & EGRESS

The site will have one access point off S. MacArthur Blvd. MacArthur Blvd. is considered a Major Arterial. Driveways shall not be located within 30-feet of intersections. An additional 4 to 4.5-ft of additional ROW will be dedicated during the platting process. The required ROW is 96-ft. A Traffic Impact Analysis will not be required. A deceleration lane will not be required either. A driveway permit will be issued by the City of Irving.

LANDSCAPING & OPEN SPACE

Open Space

A minimum of thirty (30) percent of the gross area of the site must be provided as open space. Open space shall not be deemed to include buildings, driveways, parking areas, or other surfaces designed or intended for vehicular travel. All open space areas shall be covered with grass, ground cover, shrubs, flowers, hardscape construction (i.e., pavers, exposed aggregate, paving, etc.) or consist of recreational facilities (i.e., swimming pool, tennis court, jogging trail, etc.).

Usable open space within the site shall be provided in an amount not less than twenty-five (25) percent of total net floor area. Usable open space is defined as an open area or recreational facility which is designed and intended to be used
Off-Site Cost Breakdown

(Lakeview Preserve)

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Costs, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Cost</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Floodplain Mitigation per Cty Requirements</td>
<td>$375,000.00</td>
<td>1</td>
<td>$375,000.00</td>
<td>$</td>
<td>$</td>
<td>$375,000.00</td>
</tr>
</tbody>
</table>

Lines 35-37 Hidden

Total: $375,000

Signature of Registered Engineer responsible for Budget Justification

T. Craig Carney, P.E.  
Printed Name  
February 20, 2020

Seal  
PROFESSIONAL ENGINEER  
STATE OF TEXAS  
55714

Date  
If a revised form is submitted, date of submission:

2/19/20
Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

Columns B and C: In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

Column D: To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the Site Work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

***This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering/Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
<td>In A/E Design Fee</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
<td>In A/E Design Fee</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Earthwork</td>
<td>$50,000.00</td>
<td>1</td>
<td>$50,000.00</td>
<td>In A/E Design Fee</td>
<td>$50,000.00</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Erosion control</td>
<td>$820,000.00</td>
<td>1</td>
<td>$820,000.00</td>
<td>In A/E Design Fee</td>
<td>$820,000.00</td>
<td>$820,000.00</td>
</tr>
<tr>
<td>Erosion control</td>
<td>$28,000.00</td>
<td>1</td>
<td>$28,000.00</td>
<td>In A/E Design Fee</td>
<td>$28,000.00</td>
<td>$28,000.00</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$64,575.00</td>
<td>1</td>
<td>$64,575.00</td>
<td>In A/E Design Fee</td>
<td>$64,575.00</td>
<td>$64,575.00</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$27,500.00</td>
<td>1</td>
<td>$27,500.00</td>
<td>In A/E Design Fee</td>
<td>$27,500.00</td>
<td>$27,500.00</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$418,005.00</td>
<td>1</td>
<td>$418,005.00</td>
<td>In A/E Design Fee</td>
<td>$418,005.00</td>
<td>$418,005.00</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$153,527.00</td>
<td>1</td>
<td>$153,527.00</td>
<td>In A/E Design Fee</td>
<td>$153,527.00</td>
<td>$153,527.00</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
<td>In A/E Design Fee</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$7,500.00</td>
<td>1</td>
<td>$7,500.00</td>
<td>In A/E Design Fee</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$1,569,167</td>
<td></td>
<td></td>
<td>$1,569,167</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]

Date: 2/18/2020

T. Craig Carney, P.E.
Printed Name

Lakeview Preserve

If a revised form is submitted, date of submission: 2/18/20
## Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>500,000</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$500,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

| **OFF-SITES** ²      |            |                                 |
| Off-site concrete   |            |                                 |
| Storm drains & devices |            |                                 |
| Water & fire hydrants |            |                                 |
| Off-site utilities  |            |                                 |
| Sewer lateral(s)    |            |                                 |
| Off-site paving      |            |                                 |
| Off-site electrical  |            |                                 |
| **Floodplain Mitigation per City Requirements** | 375,000   |                                 |
| Other (specify) - see footnote 1 | 0          |                                 |
| **Subtotal Off-Sites Cost** | $375,000  | $0                               |

| **SITE WORK**³       |            |                                 |
| Demolition           |            |                                 |
| Asbestos Abatement (Demolition Only) |            |                                 |
| Detention            | 50,000     |                                 |
| **Rough grading**    | 820,000    | 820,000                         |
| Fine grading         | 28,000     | 28,000                          |
| On-site concrete     | 64,575     | 64,575                          |
| On-site electrical   | 27,500     | 27,500                          |
| On-site paving       | 418,005    | 418,005                         |
| On-site utilities    | 153,527    | 153,527                         |
| Decorative masonry   |            |                                 |
| Bumper stops, striping & signs | 7,500      | 7,500                           |
| Other (specify) - see footnote 1 | 0          |                                 |
| **Subtotal Site Work Cost** | $1,569,107 | $0                              |

| **SITE AMENITIES**    |            |                                 |
| Landscaping           | 100,000    | 100,000                         |
| Pool and decking      | 125,000    | 125,000                         |
| Athletic court(s), playground(s) | 75,000     | 75,000                          |
| Fencing               |            |                                 |
| Other (specify) - see footnote 1 | 0          |                                 |
| **Subtotal Site Amenities Cost** | $300,000 | $0                              |

### BUILDING COSTS⁴:

<table>
<thead>
<tr>
<th>Material</th>
<th>753,509</th>
<th>753,509</th>
</tr>
</thead>
<tbody>
<tr>
<td>Masonry</td>
<td>515,300</td>
<td>515,300</td>
</tr>
<tr>
<td>Metals</td>
<td>261,754</td>
<td>261,754</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,651,871</td>
<td>2,651,871</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>127,015</td>
<td>127,015</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>199,105</td>
<td>199,105</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>168,209</td>
<td>168,209</td>
</tr>
<tr>
<td>Finishes</td>
<td>729,479</td>
<td>729,479</td>
</tr>
<tr>
<td>Specialties</td>
<td>139,888</td>
<td>139,888</td>
</tr>
<tr>
<td>Equipment</td>
<td>192,239</td>
<td>192,239</td>
</tr>
<tr>
<td>Furnishings</td>
<td>289,217</td>
<td>289,217</td>
</tr>
<tr>
<td>Special Construction</td>
<td>126,158</td>
<td>126,158</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>1,158,584</td>
<td>1,158,584</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>969,778</td>
<td>969,778</td>
</tr>
</tbody>
</table>

**Scratch Paper/Notes**

ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).

Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

Eligible Basis (If Applicable)

1. **Total Development Summary**
2. **Off-Sites**
3. **Site Work**
4. **Building Costs**

**Eligible Basis**

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

Eligible Basis (If Applicable)

---

### Additional Notes

- **Scratch Paper/Notes**
  - ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii).

### Table Notes

- **Eligible Basis (If Applicable)**: This column indicates whether the cost is eligible for reimbursement. If applicable, it must be filled out.
- **Content Sources and Uses of Funds Statement**: This document provides the context for the cost breakdowns.
- **Total Cost**: This column lists the total costs for each category.
- **Requested Credit Calculation**: Applicants must complete this section to determine the requested credit.
<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount Pre 11.9(e)(2)</th>
<th>Amount Post 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td>300,000</td>
<td>300,000</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Building Costs Before 11.9(e)(2)</strong></td>
<td>$8,582,106</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Voluntary Eligible Building Costs (After 11.9(e)(2))</strong></td>
<td>$81.88 psf</td>
<td>$6,385,166</td>
</tr>
<tr>
<td><strong>If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot. D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.</strong></td>
<td>$1,634,196</td>
<td>$1,509,196</td>
</tr>
<tr>
<td><strong>TOTAL BUILDING COSTS &amp; SITE WORK</strong></td>
<td>$10,451,213</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Contingency</strong></td>
<td>6.48%</td>
<td>701,183</td>
</tr>
<tr>
<td><strong>TOTAL HARD COSTS</strong></td>
<td>$11,527,396</td>
<td>$8,905,456</td>
</tr>
<tr>
<td><strong>OTHER CONSTRUCTION COSTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>601,644</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>230,548</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>178,109</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>691,644</td>
</tr>
<tr>
<td><strong>TOTAL CONTRACTOR FEES</strong></td>
<td>$1,613,835</td>
<td>$1,246,764</td>
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<tr>
<td><strong>TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)</strong></td>
<td>$13,141,231</td>
<td>$10,152,220</td>
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<tr>
<td><strong>Voluntary Eligible “Hard Costs” (After 11.9(e)(2))</strong></td>
<td>$0.00 psf</td>
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</tr>
<tr>
<td><strong>FINANCING: CONSTRUCTION LOAN(S)</strong></td>
<td></td>
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</tr>
<tr>
<td>Interest</td>
<td>550,000</td>
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<td>Loan origination fees</td>
<td>110,000</td>
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<tr>
<td>Title &amp; recording fees</td>
<td>101,455</td>
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<tr>
<td>Closing costs &amp; legal fees</td>
<td>22,000</td>
<td>22,000</td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$1,634,196</td>
<td>$1,509,196</td>
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<tr>
<td><strong>SOFT COSTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architecture &amp; Engineering fees</td>
<td></td>
<td></td>
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<tr>
<td>Accounting fees</td>
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<td>Impact Fees</td>
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<tr>
<td>Building permits &amp; related costs</td>
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<tr>
<td>Appraisal</td>
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<tr>
<td>Market analysis</td>
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<tr>
<td>Environmental assessment</td>
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<td></td>
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<tr>
<td>Soils report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey</td>
<td></td>
<td></td>
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<tr>
<td>Marketing</td>
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<td>Real property taxes</td>
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<td>$1,509,196</td>
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### Inspection fees
- 35,000

### Credit Report
- 0

### PERMANENT LOAN(S)
- **Loan origination fees**
  - 44,850
- **Title & recording fees**
  - 20,000
- **Closing costs & legal**
  - 8,970
- **Bond premium**
- **Credit report**
- **Discount points**
- **Credit enhancement fees**
- **Prepaid MIP**
- **Other (specify) - see footnote 1**
- **Other (specify) - see footnote 1**

### BRIDGE LOAN(S)
- **Interest**
- **Loan origination fees**
- **Title & recording fees**
- **Closing costs & legal fees**
- **Other (specify) - see footnote 1**
- **Other (specify) - see footnote 1**

### OTHER FINANCING COSTS
- **Tax credit fees**
  - 62,520
- **Tax and/or bond counsel**
- **Payment bonds**
- **Performance bonds**
- **Credit enhancement fees**
- **Mortgage insurance premiums**
- **Cost of underwriting & issuance**
  - 35,000
- **Syndication organizational cost**
- **Tax opinion**
- **Refinance (existing loan payoff amt)**
- **Other (specify) - see footnote 1**
- **Other (specify) - see footnote 1**

### DEVELOPTER FEES
- **Housing consultant fees**
- **General & administrative**
- **Profit or fee**
  - 2,219,856

### RESERVES
- **Rent-up - new funds**
- **Rent-up - existing reserves**
  - 261,493
- **Operating - new funds**
- **Operating - existing reserves**
- **Replacement - new funds**
- **Replacement - existing reserves**
- **Escrows - new funds**
- **Escrows - existing reserves**

### TOTAL HOUSING DEVELOPMENT COSTS
- **Subtotal Financing Cost**
  - $989,795
  - $0
  - $543,455
- **Subtotal Developer Fees**
  - 14.97%
  - $2,219,856
  - $0
  - $1,679,856
- **Subtotal Reserves**
  - $261,493
  - $0
  - $0

**Total Eligible Basis**
- $0
- $13,884,727

*The following calculations are for HTC Applications only.*

Deduct From Basis:
- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units
- Historic Credits (residential portion only)

**Total Eligible Basis**
- $0
- $13,884,727
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<th><strong>High Cost Area Adjustment (100% or 130%)</strong></th>
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<td>Applicable Fraction</td>
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<td><strong>Credit Request (from 17. Development Narrative)</strong></td>
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**Requested Score for 11.9(e)(2) | 12**

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND Applicants are advised to ensure that the figure is not rounded down to the maximum dollar figure to support the elected points.

Name of contact for Cost Estimate: **Christopher Shear**

Phone Number for Contact: **(773) 981-1817**

If a revised form is submitted, date of submission: 

---

2/25/20
May 15, 2020

Mr. Matthew Griego  
Housing Specialist, Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Response to Deficiency Notice  
HTC Application 20083 – Lakeview Preserve  
2800 S. MacArthur Blvd.  
Irving, Texas

CARNEY PROJECT NO. 1071-01

Dear Mr. Griego:

The purpose of this letter is to respond to a Third-Party Request for Administrative Deficiency (RFAD) for the referenced project. The following is the request:

_The request states MacArthur Blvd. is one foot below the flood elevation and would lead to being unable to have an entrance drive into MacArthur Boulevard. Due to the site being five feet below the floodplain, not enough information is provided to reach the required elevation levels. The application does not meet the floodplain requirements under 10 TAC §11.101(a)(1) related to Floodplains._

1. Provide evidence regarding the parking and drive elevations, along with flood mitigation that will be accomplished.

Our design team is aware of the existing grades and the design requirements dictated by TDHCA and the City of Irving (the "City"). In fact, the City’s requirements are more stringent than TDHCA (i.e. the drive aisles and parking are required to be at a minimum elevation equal to the 100-yr floodplain and the building finished floor shall be a minimum of 2-ft above the 100-yr floodplain). The geometry of the proposed site improvements has been established to ensure compliance with elevation and grade requirements.

As mentioned in the Feasibility Report, additional ROW for MacArthur Boulevard will be required to be dedicated to the City. The exact width of the ROW that will be dedicated shall be established during the engineering phase such that the required ROW for a major arterial is achieved and a sufficient distance to make a slope and grade transition from the MacArthur Blvd. to the property line with elevations at or above the elevations required by the City, which are in excess of TDHCA’s requirements. The ROW dedication will be formally adopted thereafter by the City under the Site Platting process.

The location of the development’s entrance drive onto MacArthur Boulevard aligning with the existing median cut was the preferred placement identified by the City of Irving staff, including
floodplain manager, city engineers, and traffic director in review of the site plan at a formal pre-development meeting on January 30, 2020. City staff indicated that a Slope Easement is recorded to address the grade change between MacArthur Blvd and property abutting MacArthur. The recorded slope easement is shown on the survey provided within the Application (Instrument Number 200101541639). Construction of the entrance drive will include the relocation/reconfiguration of existing sidewalk and utilities in the vicinity of the entrance. The reconfiguration of existing improvements and dedication of additional ROW creates a transition between MacArthur Boulevard and the Site to allow drives and parking provided for the Site to comply with the requirement for elevation levels to be at least equal to the 100-yr floodplain elevation. Site geometry allows the transition to occur with grades that are compliant with applicable codes. Additionally, building floor elevations shall be at least two feet above the 100-yr floodplain elevation, pursuant to City of Irving code.

Proposed development within the 100-yr floodplain is prohibited from causing a rise in the current 100-yr floodplain elevation. As indicated in the Feasibility report, Permitting Authorities will require floodplain impacts and mitigation to be proven through hydrologic and hydraulic analysis which will be performed in the design phase of the project. Furthermore, because building elevations and associated drives and parking elevations located within published FEMA FIRM 100-yr special flood hazard designation areas (100-yr floodplain) must be constructed at or above the 100-yr floodplain elevation, a Letter of Map Revision (LOMR-F) must be processed with Permitting Authorities and FEMA to remove the improvements from the special flood hazard designation area. The LOMR-F application process will be executed during the design and permitting phase of the project.

We are confident from an engineering perspective this project is feasible and can be developed and permitted as described in the application and under all TDHCA rules and requirements.

We trust this response provides sufficient information to resolve perceived deficiencies in the application packet and welcome the opportunity to discuss in further detail, if necessary.

Respectfully submitted,

CARNEY ENGINEERING, PLLC
TBPE Firm No. F-5033

[Signature]
T. Craig Carney, P.E.
May 28, 2020

Mr. Matthew Griego  
Housing Specialist, Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Response to Deficiency Notice  
HTC Application 20083 – Lakeview Preserve  
2800 S. MacArthur Blvd.  
Irving, Texas  
CARNEY PROJECT NO. 1071-01

Dear Mr. Griego:

The purpose of this letter is to respond to a Third-Party Request for Administrative Deficiency (RFAD) for the referenced project. The following is the request:

1. Provide evidence that compliance with requirements of the Corridor Development Certificate Manual or other Trinity River Corridor requirements will result on the Development Site meeting or exceeding all of the requirements of 10 TAC §11.101(a)(1), particularly the parking and drive areas.

It should be made clear that the Corridor Development Certificate (CDC) requirements and 10 TAC §11.101(a)(1) requirements for site development are distinct and separate. The CDC’s primary concern is for no increase in the 100-year flood elevation and no decrease in valley storage within the Trinity River corridor when developing within a floodplain. TDHCA’s requirement of complying with 10 TAC §11.101(a)(1) states a site must be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain. These requirements are mutually exclusive.

For you to better understand CDC process and requirements know the Trinity River Corridor’s CDC Manual criteria were created by 11 cities and 2 counties and 5 special districts including FEMA. The goal of the CDC is to stabilize and neutralize flooding risks along the Trinity River Corridor. The CDC standards have been established to ensure that this development does not exacerbate flooding.

The permitting process of this project relative to drainage includes submission of detailed engineering drawings, calculations and hydraulic modeling to the City of Irving and FEMA. The City and FEMA requirements are more stringent than 10 TAC §11.101(a)(1). The finished floor elevations must be at least 2 feet above the 100-year floodplain elevation and parking/drives at or greater than the 100-year floodplain elevation. After a rigorous review by the City and FEMA is
completed, the City of Irving submits the drawings and calculations to the CDC’s reviewing entities for administrative review and approval.

It should be noted the CDC is intended to be consistent and complementary with other community floodplain permit requirements. Each local government retains development authority within its jurisdiction. The CDC does not replace or substitute for any other state or federal program.

Equally important to note is that the geometry of the proposed site improvements has been established to ensure compliance with elevation and grade requirements per 10 TAC §11.101(a)(1).

This project, and the review process of the CDC, is not unlike any other multi-jurisdictional review, such as Drainage Districts, Irrigation Districts, Municipal Utility Districts, TxDot, et al, found in other parts of the State. Our internal design team has thoroughly vetted the applicable floodplain rules and regulations with the governing authorities. We remain assured from an engineering perspective this project is feasible and can be developed and permitted as described in the application and under all TDHCA rules and requirements and in compliance with requirements of the Corridor Development Certificate Manual or other Trinity River Corridor requirements which will result in the Development Site meeting or exceeding all of the requirements of 10 TAC §11.101(a)(1), particularly the parking and drive areas.

We trust this response provides sufficient information to resolve perceived deficiencies in the application packet and welcome the opportunity to discuss in further detail, if necessary.

Respectfully submitted,

CARNEY ENGINEERING, PLLC
TBPE Firm No. F-5033

[Signature]
T. Craig Carney, P.E.
Board Action
June 10, 2020

Christopher Shear
MHP Region 3 II, LLC
601 Brickell Key Drive, Ste. 700
Miami, FL 33131

RE: APPLICATION STATUS - 20083 LAKEVIEW PRESERVE, IRVING

Dear Mr. Shear:

The Texas Department of Housing and Community Affairs ("the Department") is in receipt of the application submission indicated above. Review of a Third Party Request for Administrative Deficiency (RFAD) for the Application indicates that the Development Site is located within Flood Zone AE, which is determined as a special flood hazard area subject to inundation by the 1% annual chance flood with base flood elevations determined. The RFAD suggested that the Application did not appropriately address the requirements of 10 TAC §11.101(a)(1) that the Site must be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain.

In response to an Administrative Deficiency regarding this issue, the Applicant provided information showing that by meeting the requirements of the Trinity River Corridor Development Certificate process and requirements, as stated in the Feasibility Report, the finished ground floor elevations will be required to be at least two feet above the 100-year floodplain and the parking and drive areas will be required to be at or above the 100-year floodplain elevation. In this case, the local requirements are more stringent than the Department’s requirement for the Development Site.

While reviewing the issue, staff found that the Development Site is located entirely (not partly, as the Application indicates) within Flood Zone AE. Further, per a letter from the mma, inc civil engineering firm, the part of South MacArthur Boulevard that fronts the Development Site is “below the flood elevation from 1.04’ to 1.96’ along the frontage of the entire development site.” Per the deficiency response:
As stated, in the engineering site design and feasibility study, the City of Irving requires additional MacArthur ROW dedication during the subdivision platting stage. The ROW dedicated to the City of Irving will provide sufficient area to transition from the existing grade at MacArthur Boulevard to the Site such that 100% of the Site parking and drive areas are compliant with the QAP’s floodplain requirements.

Of particular concern to staff is that South MacArthur Boulevard provides the only access point to the Development Site. Residents would have no choice but to drive through even minimal flooding to reach or leave their homes.

Based on the information provided, staff has determined that the Development Site risks exposure to an environmental factor that may adversely affect the health and safety of the residents or render the Site inappropriate for housing use and which cannot be adequately mitigated. Staff is determining that this site is ineligible pursuant to 10 TAC §11.101(a)(2)(K). Please note that this site has not been reviewed for other environmental concerns that may be reflected in the Phase I ESA, and the site has not been reviewed for the site and neighborhood standards of the HOME program.

An appeal process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in 10 TAC §11.902 of the 2020 QAP. Should you choose to appeal this decision to the Executive Director, you must file your appeal, in writing, with the Department not later than seven (7) calendar days after the date of this letter. If you are not satisfied with the decision of the Executive Director or if the Executive Director does not respond, you may file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §11.902 of the 2020 QAP for full instructions on the appeals process.

Sincerely,

Marni Holloway
Multifamily Finance Director
June 18, 2020

Via Email

Mr. Bobby Wilkinson  
Executive Director  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

Re: Lakeview Preserve, TDHCA No. 20083 - Appeal for Ineligibility

Dear Bobby:

We represent the Applicant\(^1\) for the Development referenced above, which has applied for 2020 Housing Tax Credits. This letter appeals a determination of ineligibility, based upon the following.

**Floodplain Matters**

The Application disclosed that the Development Site is located in flood zone AE with the following commitment:

Per TDHCA regulations, all buildings will be at least 1 foot above the floodplain and all parking will be no more than 6 inches below the flood plain. Dirt Work and Grading to achieve this has been taken into account in the development cost schedule. In particular, the City of Irving has some offsite requirements regarding removing site from the floodplain. These have been accounted for in the budget.

As is customary, the Applicant certified that the Development, as constructed, will comply with 10 TAC §11.101(a)(1):

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 100 year floodplain as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the Development Site will be developed in full compliance with the National Flood Protection Act and all applicable federal and state statutory and regulatory requirements so that all finished ground floor elevations are at least one foot above the

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\(^1\) Capitalized terms used but not defined in this letter shall have the meanings given them in the 2020 QAP.
floodplain and parking and drive areas are no lower than six inches below the floodplain, subject to more stringent federal or local requirements. The Applicant certifies that, floodplain maps will be used and the Development Site will comply with regulations as they exist at the time of commencement of construction.

The location in the floodplain garnered the attention of the Applicant’s competitors, and two RFADs were submitted. One noted:

The site plan addresses the floodplain boundary and the elevation of the buildings as required by the rules; however, it does not address the parking and drive elevations nor does it address how flood mitigation will be accomplished.

The second RFAD noted:

the Applicant fails to address the QAP requirement that “parking and drive areas” are to be no lower than six inches below the floodplain . . . Based on the fact that MacArthur Blvd is more than 1 foot below the flood elevation, the Applicant is unable to have an entrance drive that ties into MacArthur Blvd and that will be no lower than 6 inches below the floodplain.

The second RFAD attached a report from mma, inc, which notably omits the engineer’s seal and professional identification required under the Texas Occupations Code. The engineer expresses its opinion that the section of S. MacArthur Boulevard sits between 1.04 and 1.96 feet below the floodplain in the frontage area of the Development Site. The source of mma’s data is unclear and does not address the natural slope of a road from crown to gutter. Without a signed and sealed survey demonstrating the topography, the elevations should not be relied upon.

These two RFADs led Department staff to additional investigation, and an Administrative Deficiency was issued on May 11, 2020 as follows:

Provide evidence regarding the parking and drive elevations, along with flood mitigation that will be accomplished.

The Applicant responded to the RFAD with a letter from its civil engineer, indicating that the City of Irving’s development restrictions are actually more restrictive than TDHCA’s. For the City, drive aisles and parking are required to be at flood level, rather than 6 inches below flood level. Buildings must be at 2 feet above flood level, rather than 1 foot. “The geometry of the proposed site improvements has been established to ensure compliance with elevation and grade requirements.”

On May 21, 2020, a second Administrative Deficiency was issued:

Provide evidence that compliance with requirements of the Corridor Development Certificate Manual or other Trinity River Corridor requirements will result on the Development Site meeting or exceeding all of the requirements of 10 TAC §11.101(a)(1), particularly the parking and drive areas.

The Applicant timely responded to this Administrative Deficiency, as well. Based upon these responses, the Department notified both of the competitors that “the application meets the requirements of 10 TAC §11.101(a)(1).”
Having provided evidence that the Development Site would meet all QAP requirements with regard to ground floor elevations, parking, and drive areas, the Applicant was comfortable that it had satisfied the QAP’s threshold with regard to the floodplain. Thus, it was surprised to receive a subsequent notice from staff that the Application was deemed ineligible for a floodplain matter under a different provision of the rule:

Of particular concern to staff is that South MacArthur Boulevard provides the only access point to the Development Site. Residents would have no choice but to drive through even minimal flooding to reach or leave their homes. Based on the information provided, staff has determined that the Development Site risks exposure to an environmental factor that may adversely affect the health and safety of the residents or render the Site inappropriate for housing use and which cannot be adequately mitigated. Staff is determining that this site is ineligible pursuant to 10 TAC §11.101(a)(2)(K).

Thus, staff moved its analysis of the Development Site from the section of the rule dealing with floodplain issues to the section of the rule dealing with undesirable site features. To our knowledge, this action by the staff is unprecedented, inconsistent with the treatment of other applications, technically deficient, and procedurally improper.

**Undesirable Site Features**

Per 10 TAC §11.101(a)(2), a Development Site may be ineligible for a Housing Tax Credit award if certain conditions exist. In subsections (A) through (J), the undesirable conditions are quite distinct – most refer to distance from the Development Site to a particular type of facility. The final subsection (K) is broader and allows the Department to capture other areas of concern:

(K) Any other Site deemed unacceptable, which would include, without limitation, those with exposure to an environmental factor that may adversely affect the health and safety of the residents or render the Site inappropriate for housing use and which cannot be adequately mitigated. If staff believe that a Site should be deemed unacceptable under this provision due to information that was not included in the Application, it will provide the Applicant with written notice and an opportunity to respond.

Staff is asserting that because the competitor’s engineer suggests that MacArthur Boulevard, which is not part of the Development Site, has points more than six inches below the flood plain, the driving conditions could be a health and safety hazard for the residents. This determination is technically and procedurally flawed.

**Floodplain Issues – MacArthur Boulevard**

The determination of whether a road will be prone to flooding requires much more analysis than a measurement at certain points of the road. See the attached letter from the civil engineer for the Development Site, which says that MacArthur Boulevard should not be considered a hazard for the health and safety of the residents of the Development (Exhibit A).

Further, the City of Irving has advised that MacArthur Boulevard has not been subject to flooding since it was rebuilt in 2008. Even in October 2018, when the DFW area had 15.66 inches
of rain, the fourth wettest month since January 1899\(^2\), the City saw no flooding on this road. See the letter from the City attached to Exhibit A.

Staff’s determination seems to be an unprecedented venture into issues that extend beyond the Development Site and are not within the Applicant’s control. To our knowledge, the Department has never found an Application to be ineligible under 10 TAC §11.101(a)(2)(K) because the road from which the residents will access the Development Site might be prone to flooding. This line of questioning sets up a slippery slope that could require extensive engineering analysis, second-guessing city officials, or subjectivity. How many measurements should be taken? How much of the road should be analyzed? What would it take for TDHCA to become comfortable that flooding will be problematic? Many of these questions are addressed in the City permitting process, and final decisions are not available at the time of Application. There is a reason that TDHCA has always focused its floodplain inquiry on the Development Site itself. To extend the review beyond the Development Site presents numerous challenges.

Applicants have received Housing Tax Credits for Developments adjacent to a road in a flood plain for years. In 2019, 3 Applications received Housing Tax Credit awards with a Development Site accessing a road that was in the flood plain. There is no indication in the TDHCA review process that staff inquired whether the road was more than six inches below the floodplain. In 2020, 6 other Applications presented a Development Site with a point of ingress/egress feeding to a road in the floodplain, without the Department addressing this as a health and safety issue. Of those, 2 Applications have cleared to the scoring notice.\(^3\) TDHCA’s Application form has never required information about the flood elevation of the adjoining road to assess whether residents could be required to drive through a flood condition. The fact that this particular Applicant has been scrutinized based upon the receipt of an RFAD, while other Applicants have received clearance and scoring notices without the same consideration results in an inconsistency that is an undesirable use of discretion.

Rules

Further, if the Department is going to venture into the rule of undesirable site features, it needs to follow the rule precisely. 10 TAC §11.101(a)(2)(K) says:

If staff believe that a Site should be deemed unacceptable under this provision due to information that was not included in the Application, it will provide the Applicant with written notice and an opportunity to respond.

The Department made its decision to declare the Development Site ineligible based upon information in the RFAD, which was not included in the Application, without providing the Applicant written notice and an opportunity to respond. An opportunity to respond may have included information as to why MacArthur Boulevard will not adversely affect the health and safety of the residents or adequate mitigation. The Applicant’s rights under the rule were abridged in a manner that now forces it to appeal.


\(^3\) A list of referenced Applications from 2019 and 2020 can be provided upon request.
Conclusion and Request

TDHCA made a determination as to the eligibility of this Development Site based upon information in an RFAD that was not fully vetted, without giving the Applicant opportunity for response. It is based upon a chance that something might happen without a thorough analysis of the likelihood of risk. That analysis comes through the professional design and permitting process. The Applicant agrees that the health and safety of residents is of paramount importance, as do the City of Irving and the civil engineer. The Applicant has met all of TDHCA’s threshold requirements in 10 TAC §11.101(a)(1), and there is not sufficient evidence to conclude that the Development Site should be ineligible under 10 TAC §11.101(a)(2)(K).

We respectfully request that you grant the Applicant’s appeal and overrule the staff’s determination of ineligibility.

Sincerely,

Cynthia L. Bast

cc: Christopher Shear
    Ariana Brendle
    Ana Padilla
    Sarah Andre
    Isabelle Atkinson
    Sallie Burchett
    Craig Carney

Exhibit A - Letter from Engineer, with Letter from City of Irving attached
EXHIBIT A
Letter from Engineer
June 18, 2020

Mr. Bobby Wilkinson
Executive Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Appeal for Ineligibility
HTC Application 20083 – Lakeview Preserve
2800 S. MacArthur Blvd.
Irving, Texas
CARNEY PROJECT NO. 1071-01

Dear Mr. Wilkinson:

This letter is being submitted to support a request for appeal on a determination of ineligibility for the Lakeview Preserve project as referenced in your June 10, 2020 letter to the applicant. Specifically, as it relates to your comment referenced as follows:

"Of particular concern to staff is that South MacArthur Boulevard provides the only access point to the Development Site. Residents would have no choice but to drive through even minimal flooding to reach or leave their homes.

Based on the information provided, staff has determined that the Development Site risks exposure to an environmental factor that may adversely affect the health and safety of the residents or render the Site inappropriate for housing use and which cannot be adequately mitigated. Staff is determining that this site is ineligible pursuant to 10 TAC §II.101(a)(2)(K)."

For the record paragraph (K) reads:

(K) Any other Site deemed unacceptable, which would include, without limitation, those with exposure to an environmental factor that may adversely affect the health and safety of the residents or render the Site inappropriate for housing use and which cannot be adequately mitigated. If staff believe that a Site should be deemed unacceptable under this provision due to information that was not included in the Application, it will provide the Applicant with written notice and an opportunity to respond.
It is our responsibility as Engineers licensed to practice in the State of Texas to protect the health, safety, and welfare of the public and we are bound by a code of ethics which is enforced by our State Licensing Board. My team of professionals and I consider that responsibility to be the paramount influencing factor for engineering decisions. Our extensive training and life experience equip us to be able to make sound decisions based upon calculations, planning, and engineering judgement. A careful evaluation of the subject property has been performed, based upon a thorough review of reports and available information and, in my professional opinion, the subject site should not be deemed unacceptable for the following reasons:

1. The developed site is able to, and will comply with 10 TAC §11.101(a)(1) which states a site must be developed so that all finished ground floor elevations are at least one foot above the floodplain and parking and drive areas are no lower than six inches below the floodplain. The City of Irving and other permitting jurisdictions’ requirements are more stringent than that of TDHCA and the site is also able to comply with those requirements.

2. The City of Irving was responsible for the design and construction of S. MacArthur Blvd. in 2008 including the section abutting the subject property. S. MacArthur Blvd. is the single source of access for numerous homes located in several developments in the immediate vicinity of the subject site. It has provided unobstructed access for residents and pass-through traffic since its construction including drainage. The road includes a storm drainage system and was designed to withstand major storm events. The system includes curb inlets that assist in draining water from the road. Such an inlet exists immediately south of the proposed driveway and further assists in mitigating potential safety issues relative to drainage (see attached photo – Attachment 1).

3. The road was designed to comply with all local requirements to facilitate safe passage for vehicles through the area including drainage in the event of substantial rainfall. The design includes curb and gutter that allows storm water to be collected and conveyed to the drainage inlet. Even though vehicles drive through storm water, this design is considered normal and customary.

4. The City of Irving has confirmed there have been no reports of flooding of S. MacArthur Blvd at or near the subject site. See attached letter (Attachment 2) from City of Irving Professional Engineer, Garry Fennell, P.E.

5. Evidence of compliance with regulatory requiiments of 10 TAC §11.101(a)(1) and local ordinances enforced by the City of Irving and Trinity Corridor will be documented by the receipt of permits from the governing authorities. Possibly the most noteworthy evidence of compliance will be the receipt of a Letter of Map Revision (LOMR-F) from FEMA indicating the site is no longer located within a 100-yr special flood hazard area because of fill being placed to raise the site above the 100-yr flood elevation. The LOMR process cannot be concluded until a detailed topographic survey is completed. TDHCA does not require a detailed signed and sealed topographic survey as part of their application under the site plan, feasibility, or floodplain requirements.
6. The general process and procedures for design and obtaining the necessary permits whereby the health and safety of the residents and general public is protected include the following:

- Site specific topo of the site and adjoing street;
- Review existing hydraulic modeling;
- Review existing storm sewer capacity in S. MacArthur
- Hydraulic analysis of site in a pre & post development condition
- Provide detention and additional valley storage where required
- Submittal to the City of Irving for review and approval
- City submits the Construction Drawings and calculations to FEMA and the Trinity Rivery Corridor for review and approval
- Prepare LOMR-F

7. I will not prepare drawings and place my engineering seal on a design that compromises the health and safety of the tenants of this project or the general population as a whole.

We trust this response provides you sufficient information to grant the Applicant’s appeal and overrule the staff’s determination of ineligibility.

Respectfully submitted,

CARNEY ENGINEERING, PLLC
TBPE Firm No. F-5033

[Signature]

T. Craig Carney, P.E.
NEW DRIVEWAY ENTERANCE

Curb inlet will allow storm water to be removed from the street away from the driveway.

ATTACHMENT 1
June 12, 2020

Mr. T. Craig Carney, P.E.
Carney Engineering, PLLC
5700 Granite Parkway, Suite 200
Plano, Texas 75024

RE: Lakeview Preserve
    2800 S. MacArthur Blvd.
    Irving, Texas

Dear Mr. Carney

This letter is in response to your question does S. MacArthur Blvd flood in the vicinity of the proposed Lakeview Preserve Apartment at 2800 S. MacArthur Blvd.

Approximately 1.4-miles of S. MacArthur Blvd was improved and completed from north of West Fork Trinity River to Oakdale Road in 2008. The subject site is within the improved road which consisted of grading, drainage, and paving improvements.

There have been no reports of street flooding in this area since the improvements were completed in 2008.

I hope this information is what you need.

Sincerely,

Garry Fennell, P.E., CFM
Senior Civil Engineer

pc: Patrick Lamers, Capital Improvement Program Director
Walter Thomas, City Engineer
RE: APPEAL RESPONSE FOR 2020 COMPETITIVE HOUSING TAX CREDIT APPLICATION 20083 LAKEVIEW PRESERVE, IRVING

Dear Ms. Bast:

The Texas Department of Housing and Community Affairs (“the Department”) received your appeal dated June 18, 2020, for the application indicated above. Because staff had determined that the Development Site should be found ineligible under 10 TAC §11.101(a)(2)(K) due to floodplain concerns related to South MacArthur Boulevard, the Application was terminated pending your ability to appeal. This followed two Administrative Deficiency notices where Staff called into question parking and drive elevations, and the ability of the Application to meet the requirements of 10 TAC §11.101(a)(1).

The appeal questions the Staff’s determination of site ineligibility under 10 TAC §11.101(a)(2)(K) over concerns for flooding, despite the fact that the standards for elevation of buildings and drive surfaces is addressed in 10 TAC §11.101(a)(1) and had previously been addressed through the administrative deficiency process. Indeed, though Staff has cited health and safety concerns for the elevation of the street that serves the proposed development, the Application and associated documents reveal that the rule-required standards of 10 TAC §11.101(a)(1) have been addressed as to the design and plans for the buildings and drive surfaces. I will note my concerns, similar to some of those advanced in RFAD, that the site presents significant challenges to raise the site to a rule-sufficient elevation. That said, non-specific concerns that the site can be graded within the budget expressed in the Application is not a basis at this stage of the Application for determining a site to be ineligible.

10 TAC §11.101(a)(2)(K) requires that any determination by Staff to find a site ineligible under this provision “will provide the Applicant with written notice and an opportunity to respond.” In
response to Staff’s determination, the Applicant provided information from the City of Irving indicating that the section of South MacArthur Boulevard that would front the Development Site was improved in 2008, including “grading, drainage and paving improvements,” and confirmation that there have been no reports of street flooding since the improvements were made. The project engineer confirmed that the road “includes a storm drainage system and was designed to withstand major storm events” and “includes curb inlets that further assists in mitigating potential safety issues relative to drainage.”

I find that the Application and appeal provide sufficient evidence of site eligibility. Accordingly, I am granting the appeal. If you have any questions or require further information, please contact Sharon Gamble, Competitive Tax Credit Program Administrator, at sharon.gamble@tdhca.state.tx.us or by phone at 512-936-7834.

Sincerely,

[Signature]

Bobby Wilkinson
Executive Director
Public Comment
Commitment/Determination Notice
MFDL Award
Carryover