2020 Multifamily Uniform Application

REVISED February 20, 2020
2020 Multifamily Uniform Application Certification

Development Name: Arbor Park

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 37 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 §11.11(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.

___________________________________________
Austin McNeil DMA Housing, LLC

Applicant Entity Name

By:

___________________________________________
Diana McIver

Signature of Authorized Representative

___________________________________________
Diana McIver

Manager

Printed Name

___________________________________________
2/27/2020

Title

Date

Sworn to and subscribed before me on the 27 day of February, 2020

___________________________________________
Martha Jean Geurin

Notary Public Signature

Texas

Notary Public, State of

Travis

County of

8/11/2020

My Commission Expires:

2/27/2020

Date

2/26/2020
Lottery Application
For Applicants who participated in the TBRB lottery for private activity bond volume cap and the lottery results indicated the application will be prioritized for a Certificate of Reservation to be issued in January 2020, the Applicant has submitted the Notice to Submit Lottery Application form to the Department on or before December 6, 2019. The complete Application, including all required Third Party Reports, accompanied by the Application Fee described in §11.901 of the QAP will be submitted no later than December 13, 2019 in accordance with §11.2(b) of the QAP.

Non-Lottery Application

Priority 1 or 2 Application with advance notice of a Certificate of Reservation:
Submit the Application Fee described in §11.901 of the QAP and the complete Application, with the exception of the Third Party Reports, prior to the issuance of the Certificate of Reservation by the TBRB. The Third Party Reports must be submitted on the fifth day of the month and the Application may be scheduled for a Board meeting at which the decision to issue a Determination Notice would be made approximately 90 days following such submission deadline. If the fifth day falls on a weekend or holiday, the submission deadline shall be on the next business day.

Priority 3 Application
Application will not be accepted until after the TBRB has issued a Certificate of Reservation and may be submitted on the fifth day of the month. Priority 3 Application submissions must be complete, including all Third Party Reports and the required Application Fee described in §11.901 of the QAP, before they will be considered accepted by the Department and meeting the submission deadline for the applicable Board meeting date. A copy of the Certificate of Reservation or email from TBRB indicating the Reservation has been issued must be submitted with the Payment Receipt.

Applicant is unable to obtain a Certificate of Reservation, as of November 15, 2020, from the current program year.
Submit a complete Application without a bond reservation, provided that, a copy of the inducement resolution is included in the Application, and a Certificate of Reservation is issued as soon as possible by BRB staff in January 2021. The determination as to whether a 2020 Application can be submitted and supplemented with 2021 forms and certifications, will be at the discretion of staff. Applicants are encouraged to communicate with staff any issues and timing considerations unique to a Development as early in the process as possible.

An Inducement Resolution has been approved by the Bond Issuer and a copy is provided here or behind Tab 8.

See Board Meeting and Corresponding Submission Dates on Next Page
**Board Meeting and Corresponding Submission Dates.** (Note: The Department will require at least 90 days to review an Application. The Application will be subject to the review priority established under §11.201(6) of the QAP).

<table>
<thead>
<tr>
<th>Complete Application Due Date:</th>
<th>Targeted Board Meeting Date:</th>
</tr>
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<tbody>
<tr>
<td>December 13, 2019*</td>
<td>March 19, 2020</td>
</tr>
<tr>
<td>January 6, 2020</td>
<td>April 23, 2020</td>
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<tr>
<td>February 5, 2020</td>
<td>May 21, 2020</td>
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<td>March 5, 2020</td>
<td>June 25, 2020</td>
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<td>September 8, 2020</td>
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<td>October 5, 2020</td>
<td>January, 2021**</td>
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<tr>
<td>November 5, 2020</td>
<td>February, 2021**</td>
</tr>
<tr>
<td>December 7, 2020</td>
<td>March, 2021**</td>
</tr>
</tbody>
</table>

*Lottery Application Submission Date Only.

**The TDHCA Board Meeting dates for 2021 have not been finalized and will be updated once available.
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

**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)

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):

- **10 TAC §11.101(a)(2) - Undesirable Site Features.**
  - Development Site is within 300 feet of a junkyard.
  - Development Site is within 300 feet of a solid waste facility.
  - 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 has buildings within accident potential zones or runway clear zones of any airport.
  - 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.

- **10 TAC §11.101(a)(3) - Neighborhood Risk Factors (NRF).** Insert NRF Report Packet behind this Tab.
  - 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 is 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 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.

- **10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction**

- **10 TAC §11.202(1)(N) - Voluntary Compliance Agreement**
  (or any similar agreement resulting from negotiations regarding noncompliance)

- **10 TAC §11.901(15) - Unused Credit or Penalty Fee**

Submit documentation regarding any disclosures behind this Tab.

2/27/2020
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 theQualified Allocation Plan is necessary.

Termination of Relationship in an Affordable Housing Transaction *(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 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.

___X___ 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:

Signature

Diana McIver
Printed Name

Manager

Title

2/21/2020
Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Diana McIver, 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 21 day of February, 2020

SARAH MCKEON
Notary Public, State of Texas
Commission Expires 07-30-2023
Notary ID 132108654

Notary Public Signature
The Applicant Eligibility Certification(s) is included behind this tab.

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 timeframe 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

Diana McIver

Printed Name

Member/Manager

Title

2/21/2020

Date

THE STATE OF Texas

COUNTY OF Travis

§

§

Before me, a notary public, on this day personally appeared Diana McIver, 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 21 day of February, 2020

(Seal)

SARAH McKEON
Notary Public, State of Texas
Comm. Expires 07-30-2023
Notary ID 132108654

Notary Public Signature

Page 6 of 6

January 2, 2020
By: 

Signature of Authorized Representative

Janine Sisak

Printed Name

Member/Manager

Title

2/21/2020

Date

THE STATE OF Texas §

§

COUNTY OF Travis §

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

Janine Sisak 

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 21 day of February, 2020

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

JoEllen Smith

Printed Name

Member/Manager

Title

2/21/2020

Date

THE STATE OF Texas §

COUNTRY OF Travis §

Before me, a notary public, on this day personally appeared JoEllen Smith, 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 21 day of February, 2020

[Notary Public Seal]

Notary Public Signature
Multifamily Direct Loan Certification (10 TAC Chapter 13)

- 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)
**Applicant Information Page**

Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

### 1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Janine Sisak</th>
<th>Phone: (512) 328-3232</th>
<th>4506</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:janines@dmacompanies.com">janines@dmacompanies.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>4101 Parkstone Heights Drive, Suite 310</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Nicole Mwei</th>
<th>Phone: (512) 328-3232</th>
<th>4531</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:nicolem@dmacopanies.com">nicolem@dmacopanies.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
<th>Phone:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td></td>
<td>Office Extension</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
<td>Street</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
<td>State Zip</td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</tbody>
</table>

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>4</td>
</tr>
<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>3</td>
</tr>
<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
<td>3</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
</tbody>
</table>

Serve and Support Texans Most in Need Total: 54

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<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>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td></td>
</tr>
</tbody>
</table>

Community Support and Engagement Total: 11

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>26</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>4</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
</tbody>
</table>

Efficient Use of Limited Resources and Applicant Accountability Total: 53

Point Deductions: §11.9(f)

Total Application Self Score: 135
Multifamily Direct Loan Self-Score-10 TAC §13.6

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.

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>10 TAC Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subsidy Per Unit</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 80,001-100,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 60,001-80,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units ≤ 60,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§13.6(5)</td>
<td>0</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>4</td>
</tr>
<tr>
<td>Total Application Self Score</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>Tiebreaker</td>
<td>§13.6(6)</td>
<td>0%</td>
</tr>
</tbody>
</table>
## Site Information Form Part I

### Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>Austin</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>6306 McNeil Drive</td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>City</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>78729</td>
<td>Travis</td>
<td>Urban</td>
</tr>
</tbody>
</table>

### Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>11-digit Census Tract Number</th>
<th>No</th>
<th>Median Household Income:</th>
<th>Quartile:</th>
<th>Poverty Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>48453001785</td>
<td></td>
<td>66029</td>
<td>2q</td>
<td>4.9</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.

- **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))

- **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).

- **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)]

- 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.
- 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:

N/A
## Site Information Form Part I

<table>
<thead>
<tr>
<th>1. Development Address (All Programs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong> 6306 McNeil Drive</td>
</tr>
<tr>
<td><strong>Region</strong> 7</td>
</tr>
<tr>
<td><strong>Zip</strong> 78729</td>
</tr>
<tr>
<td><strong>County</strong> Travis</td>
</tr>
<tr>
<td><strong>City</strong> Austin</td>
</tr>
<tr>
<td><strong>Rural/Urban Designation</strong> Rural</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Census Tract Information (All Programs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>11-digit Census Tract Number</strong> 48453001785</td>
</tr>
<tr>
<td><strong>QCT?</strong> No</td>
</tr>
<tr>
<td><strong>Median Household Income</strong> 66029</td>
</tr>
<tr>
<td><strong>Quartile</strong> 2q</td>
</tr>
<tr>
<td><strong>Poverty Rate</strong> 4.9</td>
</tr>
<tr>
<td><strong>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.</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Twice the State Average Per Capita.</strong> The proposed Development is <strong>NOT</strong> 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))</td>
</tr>
<tr>
<td><strong>One Mile Three Year Rule.</strong> The proposed Development is <strong>NOT</strong> 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, <strong>OR</strong> the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).</td>
</tr>
<tr>
<td><strong>Limitations on Developments in Certain Census Tracts.</strong> The proposed Development is <strong>NOT</strong> 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))</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Development Site is not located in a county with a population that exceeds one million.</strong></td>
</tr>
<tr>
<td><strong>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.</strong></td>
</tr>
<tr>
<td><strong>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.</strong></td>
</tr>
<tr>
<td><strong>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:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Development Site is not located in a county with a population less than one million.</strong></td>
</tr>
<tr>
<td><strong>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.</strong></td>
</tr>
<tr>
<td><strong>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:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. One Award per Census Tract Limitation (Competitive HTC Only) [10 TAC §11.3(h)]</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Application is USDA or At-Risk, or is in a Rural Subregion.</strong></td>
</tr>
<tr>
<td><strong>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:</strong></td>
</tr>
</tbody>
</table>

**N/A**
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: **I-RR**
- Flood Zone Designation: **X**
  - Entire Development Site is outside the 100 year floodplain. **Yes**
- 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.


   Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>TEA Rating 2018</th>
<th>TEA Rating 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jollyville Elementary</td>
<td>EE</td>
<td>through 5</td>
<td>MS, B</td>
</tr>
<tr>
<td>Deerpark Middle School</td>
<td>6</td>
<td>through 8</td>
<td>MS, B</td>
</tr>
<tr>
<td>McNeil High School</td>
<td>9</td>
<td>through 12</td>
<td>MS, A</td>
</tr>
</tbody>
</table>

- 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)]

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.
Supporting Documentation for the Site Information Form Part I

Maps:

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified
  - [https://www.huduser.gov/portal/sadda/sadda_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html)
  - [https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t](https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t)

Resolutions:

- Twice the State Average of Units Per Capita Resolution
  - A Resolution must be attached to complete this item if Item 3 on Tab 7 is not checked.
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household Resolution
  - For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
  - For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not 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

- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation (FIRM or local government documentation)

Farmland Designation

- Information is included in the ESA.
- 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".
- Save the file as a PDF and include it in the Application.

2/27/2020
Site and Neighborhood Standards (New Construction Direct Loan Only)

- 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.

- DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

Educational Quality (all Applications)

- School Attendance Zone Map with Development labeled;  
- 2019 TEA accountability information for each school;
- Neighborhood Risk Factors Report, if applicable, is 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

- 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 standard.

- 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.
SITE 6306 McNeil Drive, Austin, TX 78729  |  4.457 acres

Nearest Bus Stop
- Research/McNeil, Stop ID: 5671
  - Walking distance: 1.2 miles (paved)
SITE 6306 McNeil Drive, Austin, TX 78729 | 4.457 acres

Nearest Bus Stop

- Research/McNeil, Stop ID: 5671
- Walking distance: 1.2 miles (paved)
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.

Map Options: Clear | Reset | Full Screen

Select a State | Select a County | Go

Select Year

- 2020
- 2019

Map Options

- Current Zoom Level
- 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+)

Click here for full screen map

About PD&R

- Delegations of Authority and Order of Succession
- Events
- HUD at 50

Initiatives

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

Research

- Case Studies
- Data Sets
- Periodicals
- Regulatory Barriers Clearinghouse

https://www.huduser.gov/portal/sadda/sadda_qct.html
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.
RESOLUTION NO. 20200206-017

WHEREAS, DMA Development Company, LLC (Applicant), its successors, assigns or affiliates, proposes to construct an affordable multi-family housing development of approximately 138 units to be located at or near 6306 McNeil Drive, Austin, TX 78729 (Proposed Development) within the City; and

WHEREAS, Applicant, its successors, assigns or affiliates, intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 9% Low Income Housing Tax Credits for the Proposed Development to be known as Arbor Park;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

Pursuant to Section 11.3(c) of Texas’ 2020 Qualified Allocation Plan and Section 2306.6703(a)(4) of the Texas Government Code, the City Council expressly acknowledges and confirms that the City has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

BE IT FURTHER RESOLVED:

Pursuant to Section 2306.6703(a)(4) of the Texas Government Code and Sections 11.3 and 11.4 of Texas’ 2020 Qualified Allocation Plan, the City Council supports the Proposed Development; approves the construction of the Proposed Development; authorizes an allocation of Housing Tax Credits for the Proposed Development; and authorizes the Proposed Development to move forward.
BE IT FURTHER RESOLVED:

Pursuant to Section 11.9(d)(1) of Texas’ 2020 Qualified Allocation Plan and Section 2306.6710(b) of the Texas Government Code, the City Council confirms that it supports the Proposed Development.

BE IT FURTHER RESOLVED:

The City Council authorizes, empowers, and directs Jannette S. Goodall, City Clerk, to certify this resolution to the Texas Department of Housing and Community Affairs.

ADOPTED: February 6, 2020

ATTEST: Jannette S. Goodall
City Clerk
ORDINANCE NO. 20200604-032

AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING FOR THE PROPERTY LOCATED AT 6306 MCNEIL DRIVE AND CHANGING THE ZONING MAP FROM INTERIM-RURAL RESIDENCE (I-RR) DISTRICT TO MULTIFAMILY RESIDENCE MEDIUM DENSITY (MF-3) DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from interim-rural residence (I-RR) district to multifamily residence medium density (MF-3) district on the property described in Zoning Case No. C14-2020-0027.SH, on file at the Planning and Zoning Department, as follows:

A tract of land containing 4.4573 acres (194,161 square feet), being out of the William J. Baker Survey No. 10, Abstract No. 2695 and the Theohilus Wahrenberger Survey, Abstract No. 831, Williamson County, Texas and being all of a called 4.56 acre tract conveyed to Adey/Vandling, Ltd., in Document No. 2005229104 of the Official Public Records of Travis County, Texas, said 4.4573 acres of land being more particularly described by metes and bounds in Exhibit “A” incorporated into this ordinance (the “Property”),

locally known as 6306 McNeil Drive in the City of Austin, Travis County, Texas, generally identified in the map attached as Exhibit “B”.

PART 2. This ordinance takes effect on June 15, 2020.

PASSED AND APPROVED

June 4, 2020

Steve Adler
Mayor

APPROVED: Anne L. Morgan
Anne L. Morgan
City Attorney

ATTEST: Jannette S. Goodall
Jannette S. Goodall
City Clerk
Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 4.4573 ACRES (194,161 SQUARE FEET), BEING OUT OF THE WILLIAM J. BAKER SURVEY NO. 10, ABSTRACT NO. 2695 AND THE THEOHILUS WAHRENBERGER SURVEY, ABSTRACT NO. 831, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 4.56 ACRE TRACT CONVEYED TO ADEY/VANDLING, LTD. IN DOCUMENT NO. 2005229104 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 4.4573 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the north right-of-way line of McNeil Drive (right-of-way varies), being the southwest corner of Lot 5, The Adey Subdivision – Section One, a subdivision recorded in Volume 89, Page 396-398 of the Plat Records of Travis County, Texas (P.R.T.C.T.), conveyed to Virg S. Rabb and Nancy Rabb in Volume 12051, Page 878 (O.P.R.T.C.T.), and being the southeast corner of said Adey/Vandling tract, and being the southeast corner and POINT OF BEGINNING hereof, from which a 1/2-inch iron rod found for the beginning of a transition from the north right-of-way line of said McNeil Drive to the west right-of-way line of Corpus Christi Drive (70’ right-of-way) dedicated in Volume 89, Page 396-398 (P.R.T.C.T.), and being the southeast corner of said Lot 5 bears, N64°35’27”E, a distance of 131.60 feet;

THENCE, leaving the west line of said Lot 5, with the north right-of-way line of said McNeil Drive, being the south line of said Adey/Vandling tract, S64°34’26”W, a distance of 408.30 feet to a 1-inch iron pipe found for the southwest corner hereof, being the southwest corner of said Adey/Vandling tract, and being the southeast corner of a called 4.99 acres tract (Parcel 1) conveyed to Thomas E. Mitchell and Martha M. Mitchell in Volume 11835, Page 1520 of the Real Property Records of Travis County, Texas (R.P.T.C.T.), from which a 3/4-inch iron rod found in the north right-of-way line of said McNeil Drive, being the southwest corner of said Mitchell tract, and being the southeast corner of Lot 4, Shaminaw Section One, a subdivision recorded in Volume 46, Page 15 (P.R.T.C.T.), conveyed to GMJJ Properties, LLC in Document No. 2018148101 (O.P.R.T.C.T.) bears, S63°49’43”W, a distance of 363.12 feet;

THENCE, leaving the north right-of-way line of said McNeil Drive, with the common line of said Adey/Vandling tract and said Mitchell tract, N21°39’58”W, a distance of 476.57 feet to a 1/2-inch iron rod found for the northwest corner hereof, being the northwest corner of said Adey/Vandling tract, and being the most southerly southwest corner of Lot 31, Water Quality Easement and Drainage Easement, Block “1” Bancroft Woods Subdivision, a subdivision recorded in Volume 92, Page 339-342 (P.R.T.C.T.), conveyed to Kelly Lamphere-Dash in Document No. 2008026026 (O.P.R.T.C.T.), from which a 1-inch iron rod found for the northeast corner of said Mitchell tract, being an interior ell-corner in the south line of said Lot 31 bears, N21°39’58”W, a distance of 126.22 feet;

THENCE, leaving the east line of said Mitchell tract, with the north line of said Adey/Vandling tract, in part with the south line of said Lot 31, in part with the south line of Lot 36 of said Block “1”, conveyed to David Gregory Gadbois and Marcia Roland Gadbois in Document No. 2008050947 (O.P.R.T.C.T.), in part with the south line of Lot 37 of said Block “1”, conveyed to Kelly Lynn Nordin in Document No. 2018127599 (O.P.R.T.C.T.), in part with the south line of Lot 38 of said Block “1”, conveyed to Jon Pokoney and Natalie Duovitskaya in Document No. 2015194959 (O.P.R.T.C.T.), in part with the south line of Lot 39 of said Block “1”, conveyed to Jarrett Goodell in Document No. 2008050947 (O.P.R.T.C.T.), N64°35’16”E, a distance of 408.37 feet to a 1/2-inch iron rod found for the northeast corner hereof, being the northeast corner of said Adey/Vandling tract, and being the northwest corner of Lot 4 of said The Adey

Exhibit A

P:\01024\Metes & Bounds & Certifications\01024-M&B.docx
Subdivision – Section One, conveyed to Dan Murphy Incorporated in Document No. 2012099828 (O.P.R.T.C.T.);

THENCE, leaving the south line of said Lot 39, with the east line of said Adey/Vandling tract, in part with the west line of said Lot 4, in part with the west line of said Lot 5, S21°39'26"E, a distance of 476.48 feet to the POINT OF BEGINNING and containing 4.4573 Acres (194,161 Square Feet) more or less.

NOTE:
All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204); all distances were adjusted to surface using a combined scale factor of 1.0000113641776. See attached sketch (reference drawing: 01024-ALTA.dwg)

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

5/29/20
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.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.
February 27, 2020

Development Services Department  
City of Austin  
One Texas Center  
505 Barton Springs Road  
Austin, TX 78704

RE: Application of Zoning Change - Arbor Park  
Hold Harmless

To Whom it May Concern:

On behalf of DMA Development Company, LLC and Austin McNeil DMA Housing, LLC, please accept this letter as release agreeing to hold the City of Austin and all other parties harmless in the event that the appropriate zoning is denied for the site of the proposed Arbor Park multifamily community for seniors. The site for which the Planning Application for Zoning Change has been submitted is approximately 4.56 acres located at 6306 McNeil Drive. The zoning change being requested is from I-RR to MF-3.

If you have any questions or require any additional information, please contact me at (512) 328-3232, ext. 4505 or JanineS@dmacompanies.com. Thank you in advance.

Sincerely,

DMA DEVELOPMENT COMPANY, LLC

Janine Sisak  
Senior Vice-President/General Counsel
City of Austin
P.O. Box 1088, Austin, Texas 78767

RECEIPT

Receipt No.: 7105465
Payment Date: 02/28/2020
Invoice No.: 7162976

Description: Zoning
Sub Description: Zoning/Rezoning

Payer Information
Company/Facility Name: DMA Development Co., LLC
Payment Made By:
4101 PARKSTONE HEIGHTS DR #310
AUSTIN TX 78746

Phone No.: (512)328-3232
Payment Method: Check
Payment Received: $8,992.46
Amount Applied: $8,992.46
Cash Returned: $0.00
Comments: CK 4974

Additional Information
Department Name: Development Services Department
Receipt Issued By: Cary Guedea

Receipt Details
FAO Codes | FAO Description | Internal Ref. No. | Address | Permit/Case No. | Amount
---|---|---|---|---|---
1000 6800 9100 4181 | Regular Rezoning Zoning | 12427997 | 6306 MC NEIL DR | 2020-035467-ZC | $5,905.60
5090 5300 9300 4177 | Regular Rezoning Dev | 12427997 | 6306 MC NEIL DR | 2020-035467-ZC | $1,794.00
1000 6800 9100 4060 | Sign Fee - PAZ | 12427997 | 6306 MC NEIL DR | 2020-035467-ZC | $245.00
5090 5300 9300 4192 | Basic Notification | 12427997 | 6306 MC NEIL DR | 2020-035467-ZC | $624.00
5090 5300 9300 4192 | Newspaper Notification | 12427997 | 6306 MC NEIL DR | 2020-035467-ZC | $78.00
5090 5300 9996 4066 | Technology Surcharge-DSD | 12427997 | 6306 MC NEIL DR | 2020-035467-ZC | $99.84
1035 6800 9100 4066 | Development Services Surcharge-PAZ | 12427997 | 6306 MC NEIL DR | 2020-035467-ZC | $246.02

TOTAL: $8,992.46

Page 1 of 1 Printed: 02/28/2020 1:47 pm
February 28, 2020

Ms. Denise Lucas  
Planning and Zoning Department  
City of Austin  
505 Barton Springs Road  
Austin, TX 78704

Re: 6306 McNeil Drive – Zoning application for the approximately 4.56-acre property located at 6306 McNeil Drive, in Austin, Travis County, Texas (the “Property”)

Dear Ms. Lucas:

As representatives of the owner of the Property, we respectfully submit the enclosed zoning application package. The project is titled 6306 McNeil Drive and is approximately 4.56 acres of land. The Property is in the Full Purpose Jurisdiction of the City of Austin and is located on McNeil Drive, near the northwest corner of McNeil Drive and Corpus Christi Drive.

The Property is currently zoned I-RR (Interim – Rural Residential). The requested rezoning is from I-RR to MF-3 (Multifamily Residence Medium Density). The Property was annexed on December 30, 1997 and is currently developed with a single-family structure on the northern portion of the Property and a retail/office structure on the southern portion of the Property, fronting McNeil Drive. The purpose of this rezoning request is to allow multifamily use, consistent with the tracts east of the Property. The prospective buyer and developer of the project, DMA Development Company, LLC, is proposing to develop this site with 135-150 units, approximately 80% of which will be affordable between 30% - 80% MFI.

The Property is not located in a neighborhood planning area. The Traffic Impact Analysis ("TIA") has been waived until site plan, per the attached TIA waiver dated February 25, 2020 and executed by Amber Mitchell.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Sincerely,

Leah M. Bojo

cc: Jerry Rusthoven, Planning and Zoning Department (via electronic delivery)  
Joi Harden, Planning and Zoning Department (via electronic delivery)  
Sherri Sirwaitis, Planning and Zoning Department (via electronic delivery)
February 25, 2020
City of Austin

To Whom It May Concern:

Re: 6306 McNeil Drive – Zoning and neighborhood plan amendment application for a 4.56 acre piece of property located at 6306 McNeil Road, Austin, TX 78729 (the "Property")

As the record owner of the above referenced Property, I hereby authorize Leah Bojo at Drenner Group PC, or her designee, to act as agent to submit the zoning application to the City of Austin, Texas and I attest to all submittal regulations.

Sincerely,

ADEY/VANDLING LTD

Signature: [Handwritten Signature]

Name (print): Pam Maulding

Title: owner
ZONING
APPLICATION FOR ZONING

DEPARTMENT USE ONLY

APPLICATION DATE ___________________ FILE NUMBER(S) ___________________
TENTATIVE ZAP/PC DATE _______________ TENTATIVE CC DATE _______________
CASE MANAGER ________________________ CITY INITIATED YES NO
APPLICATION ACCEPTED BY ______________________ ROLLBACK YES NO

PROJECT DATA

OWNER'S NAME: ADEY / Vandling, LTD
PROJECT NAME: Arbor Park
PROJECT STREET ADDRESS (or Range): 6306 McNeil Drive
Austin _______ ZIP 78729 _______ COUNTY: Travis

If project address cannot be defined, provide the following information:

_________________________ ALONG THE ______________________ APPROXIMATELY
Frontage ft. _______________ (N,S,E,W) ______________________
_________________________ SIDE OF ______________________
Frontage road ______________________ FROM ITS INTERSECTION WITH
_________________________ Distance _______________ Direction ______________________
Cross street ______________________

TAX PARCEL NUMBER(S): 01700011304

Is Demolition proposed? Yes

If Yes, how many residential units will be demolished? 1 ___________ Unknown ___________
Number of these residential units currently occupied**: 0 ___________

Is this zoning request to rezone a parcel that contains an existing mobile home park with five or more occupied units? Yes No If Yes, how many? ___________
Type of Residential Unit: SF, duplex, triplex, townhouse/condo, multi-family, manufactured home: Single-Family
Number of Proposed Residential units (if applicable): Unknown If Yes, how many of the following:

____ 1 Bedroom __________ Affordable _______ 2 Bedroom __________ Affordable
____ 3 Bedroom __________ Affordable _______ 4 or more Bedroom __________ Affordable _______ X Unknown

** If 5 or more, tenant notification may be required and a certified form may be required with your application (LDC 25-1-712). Tenants must receive notification at least 270 days before the application is eligible for final ordinance readings by City Council.

AREA TO BE REZONED: ACRES 4.56 OR SQ FT 198634

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<tr>
<th>Existing Zoning</th>
<th>Existing Use</th>
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<th># of Acres/SF</th>
<th>Max # of Res Units Per Acre</th>
<th>Proposed Total # of Units Per Acre</th>
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<td>Proposed Use</td>
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<td>198,634.00</td>
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Name of Neighborhood Plan: N/A
ZONING

RELATED CASES

<table>
<thead>
<tr>
<th>NEIGHBORHOOD PLAN AMENDMENT (YES ☐ NO)</th>
<th>FILE NUMBER: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTIVE ZONING CASE (YES ☐ NO)</td>
<td>FILE NUMBER: ____________________________</td>
</tr>
<tr>
<td>RESTRICTIVE COVENANT (YES ☐ NO)</td>
<td>FILE NUMBER: ____________________________</td>
</tr>
<tr>
<td>SUBDIVISION (YES ☐ NO)</td>
<td>FILE NUMBER: ____________________________</td>
</tr>
<tr>
<td>SITE PLAN (YES ☐ NO)</td>
<td>FILE NUMBER: ____________________________</td>
</tr>
</tbody>
</table>

PROPERTY DESCRIPTION
(For the portion affected by this application) Provide either subdivision reference OR metes & bounds description.

1. SUBDIVISION REFERENCE: Name: ____________________________ Block(s) __________________

2. METES AND BOUNDS (Attach two copies of certified field notes) FILE NUMBER: 2005229104

DEED REFERENCE OF DEED CONVEYING PROPERTY TO THE PRESENT OWNER:

VOLUME: ______________ PAGE: __________ OR DOCUMENT # 2005229104

SQ. FT: ______ or ACRES 4.56

Is this a SMART Housing Project? ☐ Yes ☐ No

If residential, is there other Tax Credits or Local/State/Federal funding? ☐ Yes ☐ No

OTHER PROVISIONS

IS A VARIANCE TO THE SIGN ORDINANCE BEING REQUESTED? ☐ Yes ☐ No

IS PROPERTY IN A COMBINING DISTRICT / OVERLAY ZONE? ☐ Yes ☐ No

TYPE OF COMBINING DIST/OVERLAY ZONE (NP, NCC, CVC,W O, etc) ______________________

NATIONAL REGISTER DISTRICT? ☐ Yes ☐ No

URBAN RENEWAL ZONE? ☐ Yes ☐ No

IS A TIA REQUIRED? ☐ Yes ☐ No TRIPS PER DAY: ____________________________

GRID NUMBER (S) H37 ____________________________ ____________________________

WATERSHED: Walnut Creek WS CLASS: Suburban

WATER UTILITY PROVIDER: City of Austin Water Utility

WASTEWATER UTILITY PROVIDER: City of Austin

ELECTRIC UTILITY PROVIDER: Austin Energy

SCHOOL DISTRICT: Round Rock ISD

OWNERSHIP INFORMATION

TYPE OF OWNERSHIP ☐ SOLE ☐ COMMUNITY PROPERTY ☐ PARTNERSHIP ☐ CORPORATION ☐ TRUST

If ownership is other than sole or community property, list the individuals, partners, principals, etc. below or attach a separate sheet.
<table>
<thead>
<tr>
<th><strong>OWNER INFORMATION</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE: See attached agent authorization</td>
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<tr>
<td>NAME:</td>
<td></td>
</tr>
<tr>
<td>FIRM NAME: Adey/Vandling Ltd</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NUMBER: (512) 658-2419</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS: 4901 Black Angus Cove</td>
<td></td>
</tr>
<tr>
<td>CITY/STATE/ZIP: Austin, TX 78729</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>AGENT / PRINCIPAL CONTACT (If applicable)</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE:</td>
<td></td>
</tr>
<tr>
<td>NAME: Leah M. Bojo</td>
<td></td>
</tr>
<tr>
<td>FIRM NAME: Drenner Group, PC</td>
<td></td>
</tr>
<tr>
<td>TELEPHONE NUMBER: (512) 809-2718</td>
<td></td>
</tr>
<tr>
<td>STREET ADDRESS: 200 Lee Barton Drive</td>
<td></td>
</tr>
<tr>
<td>CITY/STATE/ZIP: Austin, TX 78704</td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON: Leah M. Bojo</td>
<td>TELEPHONE NUMBER: (512) 809-2918</td>
</tr>
</tbody>
</table>
ZONING

SUBMITTAL VERIFICATION

My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that City staff review of this application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me/my firm/etc., may delay the review of this application.

PLEASE TYPE OR PRINT NAME BELOW SIGNATURE AND INDICATE FIRM REPRESENTED, IF APPLICABLE.

Signature ___________________________ Date __________

Leah M. Bojo
Name (Typed or Printed)
Drenner Group, PC
Firm

INSPECTION AUTHORIZATION

As owner or authorized agent, my signature authorizes staff to visit and inspect the property for which this application is being submitted.

PLEASE TYPE OR PRINT NAME BELOW SIGNATURE AND INDICATE FIRM REPRESENTED, IF APPLICABLE.

Signature ___________________________ Date __________

Leah M. Bojo
Name (Typed or Printed)
Drenner Group, PC
Firm
ZONING

ACKNOWLEDGMENT FORM

concerning
Subdivision Plat Notes, Deed Restrictions
Restrictive Covenants

I, Leah M. Bojo have checked the subdivision plat notes, 
(Print name of applicant)
deed restrictions, and/or restrictive covenants prohibiting certain uses and/or requiring certain development restrictions i.e. height, access, screening etc. on this property, located at:

6306 McNeil Drive, Austin, TX 78729
(Address or Legal Description)

If a conflict should result with the request I am submitting to the City of Austin due to subdivision plat notes, deed restrictions, and/or restrictive covenants, it will be my responsibility to resolve it. I also acknowledge that I understand the implications of use and/or development restrictions that are a result of a subdivision plat notes, deed restrictions, and/or restrictive covenants.

I understand that if requested, I must provide copies of any and all subdivision plat notes, deed restrictions, and/or restrictive covenants as information which may apply to this property.

(Applicant’s signature)

2.22.2020
(Date)

POSTPONEMENT POLICY
ON
ZONING HEARINGS

Sets a postponement date and time at the City Council hearing so that renotification of residents and property owners is not necessary.

Limits the time a hearing can be postponed to two months for both proponents and opponents, unless otherwise approved by Council so that renotification of residents and property owners is not necessary.

Allows only one postponement for either side, unless otherwise approved by Council.

Requires that all requests for postponements be submitted in writing to the director of the Planning and Zoning Department at least one week prior to the scheduled Council meeting. The written request must specify reasons for the postponement.

The Director of the Planning and Zoning Department shall provide a recommendation regarding the validity of the postponement request as the Director deems appropriate.

Eliminates the automatic granting of a postponement of the first request.

Authorizes Council to consider requests that are not submitted timely.

Council action December 12, 1996

Page 11 of 19

rev 11/21/2016
EDUCATIONAL IMPACT STATEMENT (EIS) DETERMINATION
PART A

If your project is located in one or more of the following school districts, and requires Land Use Commission review; and meets one of the requirements listed below, an Educational Impact Statement is required.

| □ YES | ■ NO | 100 or more single family units are proposed |
| □ YES | ■ NO | 200 or more multifamily units are proposed |
| ■ YES | □ NO | 100 or more multifamily units are proposed and a tax credit is requested |
| □ YES | ■ NO | project will demolish more than 50 residential existing units in a structure more than 20 years old |

Please check the appropriate school district(s).

☑ Austin Independent School District
☑ Leander Independent School District
☑ Pflugerville Independent School District
☑ Hays County Independent School District
☑ Del Valle Independent School District
☑ Round Rock Independent School District
☑ Manor Independent School District

If an Educational Impact Statement (EIS) is required, please complete the Educational Impact Analysis (EIA) Part B.
### OFFICE USE ONLY

**CASE MANAGER:**

**APPLICANT / AGENT:**

**CASE NUMBER:**

**PROJECT NAME:**

**PROJECT ADDRESS:**

**PROPOSED USE:**

### EXISTING RESIDENTIAL UNITS

- Existing number of Residential Units: **1**
- Number of existing residential units to be demolished: **1**
- Age of units to be demolished: **1964**

### PROPOSED DEVELOPMENT

- Gross Project Acreage: **4.56**
- Number of lots: **1.00**
- Lots per acre: **1.00**

### PROPOSED RESIDENTIAL UNITS

- Proposed number of Residential Units: **TBD**
- Size of proposed units in square feet (specify range): ___________ to **TBD**
- Number of bedrooms per unit: **TBD**
ZONING

ESTIMATED SELLING / RENTAL PRICE (EXISTING AND PROPOSED)

| Estimated selling price of units (specify range): | Unknown |
| Estimated rental rates (if applicable): | Unknown |
| Range of monthly rental rates to be demolished: | N/A |
| Estimated increase in rental rates (specify percentage of increase): | N/A |
| If project is multifamily, will a tax credit be applied for as part of the Smart Housing™ Program? | Yes |
| Number of Certified Affordable Dwelling Units (Proposed or Existing) | Unknown |

OFF-SITE FAMILY AMENITIES EXISTING WITHIN ONE MILE OF PROJECT
(Open to the public – attach location plan)

| Parks / Greenbelts: | Rattan Creek Park |
| Recreation Centers: | Northwest YMCA of Austin |
| Public Schools: | Jollyville Elementary; Pond Springs Elementary |

PARKLAND DEDICATION

| Parkland dedication required? | YES | NO |
| If yes, please indicate if applicant plans to request fee in lieu or provide parkland: | |
| Fee: | YES | NO |
| Land: | YES | NO |

ON-SITE FAMILY AMENITIES PROPOSED

| Will space be provided for childcare services? | YES | NO | Unknown at this time |
| Amount of open space required in acres: | Unknown |
| Amount of open space provided in acres: | Unknown |
| Other proposed amenities (pools, clubhouse, recreation area): | Pool, community room, fitness center, library/game room, theater |

TRANSPORTATION LINKAGES

| Closest Public Transit Location: | Research/McNeil Bus Stop ID: 5671 |
| Pedestrian / Bike Routes: | Bike routes: McNeil Dr, Research Park Loop, Technology Blvd, Parmer Ln |
### ZONING

**CITY OF AUSTIN**

**TRAFFIC IMPACT ANALYSIS (TIA) DETERMINATION WORKSHEET**

APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TIA DETERMINATION

**PROJECT NAME:** 6306 McNeil Drive

**LOCATION:** 6306 McNeil Drive, Austin, TX 78729

**APPLICANT:** Leah M. Bojo

**TELEPHONE NO:** (512) 807-2918

**APPLICATION STATUS:** DEVELOPMENT ASSESSMENT: ⬜ ZONING: ⬜ SITE PLAN: ⬜

### EXISTING:

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<td></td>
<td>FCE</td>
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### FOR OFFICE USE ONLY

A traffic impact analysis is required. The consultant preparing the study must meet with a transportation planner to discuss the scope and requirements of the study before beginning the study.

### PROPOSED

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<th>TRACT NUMBER</th>
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<th>ZONING</th>
<th>LAND USE</th>
<th>L.T.E CODE</th>
<th>TRIP RATE</th>
<th>TRIPS PER DAY</th>
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### ABUTTING ROADWAYS

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<th>CLASSIFICATION</th>
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<td>McNeil Drive</td>
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</tr>
</tbody>
</table>

### FOR OFFICE USE ONLY

A traffic impact analysis is NOT required. The traffic generated by the proposal does not exceed the thresholds established in the Land Development Code.

The traffic impact analysis has been waived for the following reason: *The TIA determination has been deferred to site plan. Final map and intensity will be finalized.*

A neighborhood traffic analysis will be performed by the City for this project. The applicant may have to collect existing traffic counts. See a transportation planner for information.

**REVIEWED BY:** [Signature]  **DATE:** 2/25/2020

**DISTRIBUTION:** _File_  _CAP, METRO_  _TxDOT_  _Trans. Rev._  _Travis Co._  _Trans Dept._

**TOTALCopies:**

**NOTE:** A TIA determination must be made prior to submittal of any zoning or site plan application, therefore, this completed and reviewed form MUST ACCOMPANY any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.
City of Austin
Development Services Department
Land Status Determination
1995 Rule Platting Exception

August 10, 2016

File Number: C8I-2016-0185
Address: 6306 MC NEIL DR
Tax Parcel I.D. #0170011304 Tax Map Date: 07/31/2012

The Development Services Department has determined that this parcel, as
described in the attached description and map, IS EXCEPTED FROM THE
REQUIREMENT TO PLAT in accordance with the Land Development Code,
Section 25-4-2(C), and is eligible to receive utility service.

The parcel of land consists of five acres or less, and is described as being 4.56
acres of land, more or less, out of the W.J. Baker Survey, Abstract No. 64 in
the current deed, recorded on Dec 13, 2005, in Document #2005229104, Travis
County Deed Records. This parcel existed in its current configuration on January
1, 1995, as evidenced by a deed recorded on Aug 14, 1991, in Volume 89, Page
396, Travis County Deed Records. The parcel was lawfully receiving utility
service, as defined in Section 212.012 of the Texas Local Government Code, on
January 1, 1995, as evidenced by water service on May 30, 1979. The parcel
meets the requirements of the Land Development Code for roadway frontage and
is located on an existing street.

Additional Notes/Conditions:
NONE

This determination of the status of the property is based on the application of
Chapter 212, Municipal Regulation of Subdivisions and Property Development,
Texas Local Government Code; and the City of Austin Land Development Code,
Chapter 25-4, Subdivision. Recognition hereby does not imply approval of any
other portion of the City Code or any other regulation.

By: Michelle Casillas, Representative of the Director
Development Services Department
SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver’s license number.

Date: December 15, 2005

Grantor: Wilbert M. Adey

Grantor's Mailing Address: 6400 McNeil Drive #101
Austin (Travis County), Texas 78729

Grantee: ADEY/ANDLING, LTD, a Texas limited partnership

Grantee's Mailing Address: 4901 Black Angus Cove
Austin (Travis County), Texas 78727

Consideration: $10.00 and other valuable consideration

Property:

All of Grantor's right, title and interest in and to 4.56 acres of land, more or less, out of the W. J. Baker Survey, Abstract No. 64 in Williamson and Travis Counties, Texas, being more particularly described by metes and bounds in Exhibit A attached hereto

[TCAD # 01700113040000 and 01700013040002]
[WCAD # R-16-2695-0000-0001A and R-16-2695-0000-0001R]

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way and prescriptive rights, whether of record or not; and all presently recorded instruments, other than liens and conveyances, that affect the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs.
executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor but not otherwise, except as to the reservations from and exceptions to warranty.

This Special Warranty Deed is executed by Grantor through her attorney-in-fact, Pamela J. A. Maulding, appointed under a Durable Power of Attorney dated May 6, 1997, and recorded on Volume 13006, page 0686, of the Real Property Records of Travis County, Texas.

When the context requires, singular nouns and pronouns include the plural.

Wilberta M. Adey

By: __________________________

Pamela J. A. Maulding, Attorney-in-Fact for Wilberta M. Adey under POA dated May 6, 1997

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me by Pamela J. A. Maulding, attorney-in-fact for Wilberta M. Adey, on behalf of such principal on this 13th day of December, 2005.

(seal)

[Stamp: DONALD F CARNES
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-08-2007]

After recording return to:

ADEY/VANDLING, LTD.
4901 Black Angus Cove
Austin, Texas 78727

- 2 -
DESCRIPTION OF 4.56 ACRES OF LAND, MORE OR LESS OUT OF THE W. J. BAKER SURVEY, ABSTRACT NO. 64 IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS. SAID 4.56 ACRES BEING OUT OF AND A PART OF THAT CERTAIN 44.7 ACRE TRACT OF LAND CONVEYED TO EDWARD A. ADEY III, AND WIFE, WILBERTA M. ADEY, BY DEED OF RECORD, AS RECORDED IN VOLUME 417 AT PAGE 485 OF THE WILLIAMSON COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the Southwest corner of the tract of land herein being described, same point being the Southeast corner of that certain 5.0 acre tract of land conveyed to Louis J. Holubec, by Deed of Record as recorded in Volume 415 at Page 181 of the Williamson County Deed Records, said point also being in the North Right of Way line of McNeil Drive;

THENCE N 18° 51' W, with the West line of this tract and the East line of the Holubec Tract, 476.75 feet to the Northwest corner of this tract, said point being in the east line of the above mentioned Holubec Tract, and an interior "L" corner in Lot 3 of "The Adey Subdivision, Section One" a subdivision in Travis and Williamson Counties, Texas, as recorded in Volume 89 at Pages 396-398 of the Travis County Plat Records;

THENCE N 67° 22' 08" E, with the North line of this tract and the South line of the above mentioned Lot 3, 408.59 feet to the Northeast corner of this tract, same being the Northwest corner of Lot 4 of "The Adey Subdivision, Section One";

THENCE S 18° 52' 17" W, with the East line of this tract and the West line of Lots 4 and 5 of the above mentioned Adey Subdivision, 476.43 feet to the Southeast corner of this tract, same being the Southwest corner of Lot 5, and in the North Right of Way line of McNeil Drive;

THENCE S 67° 22' 50" W, with the South line of this tract and the North Right of Way line of McNeil Drive, 408.9 feet, to the POINT OF BEGINNING, containing 4.56 acres of land, more or less.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
2005 Dec 13 09:44 AM 2005229104
Raney $24.00
Dana DeBeauvoir County Clerk
Travis County Texas
SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver’s license number.

Date: December 13, 2005

Grantor: Wilberta M. Adey

Grantor's Mailing Address: 6400 McNeil Drive #101
Austin (Travis County), Texas 78729

Grantee: ADEY/VANDLING, LTD, a Texas limited partnership

Grantee's Mailing Address: 4901 Black Angus Cove
Austin (Travis County), Texas 78727

Consideration: $10.00 and other valuable consideration

Property:

All of Grantor’s right, title and interest in and to 4.56 acres of land, more or less, out of the W. J. Baker Survey, Abstract No. 64 in Williamson and Travis Counties, Texas, being more particularly described by metes and bounds in Exhibit A attached hereto.

[TCAD # 01700113040000 and 01700113040002]
[WCAD # R-16-2695-0000-0001A and R-16-2695-0000-0001R]

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way and prescriptive rights, whether of record or not; and all presently recorded instruments, other than liens and conveyances, that affect the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs.
executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor but not otherwise, except as to the reservations from and exceptions to warranty.

This Special Warranty Deed is executed by Grantor through her attorney-in-fact, Pamela J. A. Maulding, appointed under a Durable Power of Attorney dated May 6, 1997, and recorded on Volume 13006, page 0686, of the Real Property Records of Travis County, Texas.

When the context requires, singular nouns and pronouns include the plural.

Wilberta M. Adey

By: Pamela J. A. Maulding, Attorney-in-Fact for Wilberta M. Adey under POA dated May 6, 1997

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me by Pamela J. A. Maulding, attorney-in-fact for Wilberta M. Adey, on behalf of such principal on this the 13th day of December, 2005.

[seal]

Donald F CARNES
NOTARY PUBLIC
State of Texas
Comm. Exp: 04-08-2007

After recording return to:

ADEY/VANDLING, LTD.
4901 Black Angus Cove
Austin, Texas 78727
DESCRIPTION OF 4.56 ACRES OF LAND, MORE OR LESS OUT OF THE W. J. BAKER SURVEY, ABSTRACT NO. 64 IN WILLIAMSON AND TRAVIS COUNTIES, TEXAS. SAID 4.56 ACRES BEING OUT OF AND A PART OF THAT CERTAIN 44.7 ACRE TRACT OF LAND CONVEYED TO EDWARD A. ADEY III, AND WIFE, WILBERTA M. ADEY, BY DEED OF RECORD, AS RECORDED IN VOLUME 417 AT PAGE 485 OF THE WILLIAMSON COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the Southwest corner of the tract of land herein being described, same point being the Southeast corner of that certain 50 acre tract of land conveyed to Louis J. Holubec, by Deed of Record as recorded in Volume 413 at Page 181 of the Williamson County Deed Records, said point also being in the North Right of Way line of McNeil Drive;

THENCE N 18° 31' W, with the West line of this tract and the East line of the Holubec Tract, 476.75 feet to the Northwest corner of this tract, same being in the east line of the above mentioned Holubec Tract, and an interior "L" corner in Lot 3 of "The Adey Subdivision, Section One" a subdivision in Travis and Williamson Counties, Texas, as recorded in Volume 89 at Pages 396-398 of the Travis County Plat Records;

THENCE N 67° 22' 08" E, with the North line of this tract and the South line of the above mentioned Lot 3, 408.59 feet to the Northeast corner of this tract, same being the Northwest corner of Lot 4 of "The Adey Subdivision, Section One";

THENCE S 18° 52' 17" E, with the East line of this tract and the West line of Lots 4 and 5 of the above mentioned Adey Subdivision, 476.43 feet to the Southeast corner of this tract, same being the Southwest corner of Lot 3, and in the North Right of Way line of McNeil Drive;

THENCE S 67° 22' 50" W, with the South line of this tract and the North Right of Way line of McNeil Drive, 408.9 feet, to the POINT OF BEGINNING, containing 4.56 acres of land, more or less.
TAX CERTIFICATE
Bruce Elfant
Travis County Tax Assessor-Collector
P.O. Box 1748
Austin, Texas 78767
(512) 854-9473

ACCOUNT NUMBER: 01-7001-1304-0000
PROPERTY OWNER: ADEY / VANDLING LTD
ADDRESS: 4901 BLACK ANGUS CV
AUSTIN, TX 78727-5739

PROPERTY DESCRIPTION:
ABS 2695 SUR 10 BAKER W J ACR 4.45

ACRES: 4.4570 MIN% .000000000000000 TYPE

SITUS INFORMATION: 6306 MC NEIL DR

This is to certify that after a careful check of tax records of this office, the following taxes, delinquent taxes, penalties and interests are due on the described property of the following tax unit(s):

YEAR ENTITY TOTAL
2019 CITY OF AUSTIN (TRAV) *ALL PAID*
TRAVIS COUNTY *ALL PAID*
TRAVIS CENTRAL HEALTH *ALL PAID*
ROUND ROCK ISD *ALL PAID*
ACC (TRAVIS) *ALL PAID*

TOTAL SEQUENCE 0
TOTAL TAX: *ALL PAID*
UNPAID FEES: *NONE*
INTEREST ON FEES: *NONE*
COMMISSION: *NONE*
TOTAL DUE ==> *ALL PAID*

TAXES PAID FOR YEAR 2019 $21,396.03

ALL TAXES PAID IN FULL PRIOR TO AND INCLUDING THE YEAR 2019 EXCEPT FOR UNPAID YEARS LISTED ABOVE.
The above described property may be subject to special valuation based on its use, and additional rollback taxes may become due. (Section 23.55, State Property Tax Code).
Pursuant to Section 31.08 of the State Property Tax Code, there is a fee of $10.00 for all Tax Certificates.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS DATE OF 02/24/2020

Fee Paid: $10.00

Bruce Elfant
Tax Assessor-Collector
By: Adeline Badino

GUDINOA printed on 02/24/2020 @ 16:33:12:23
Determination of Planning Commission or Zoning & Platting Commission Assignment

I, Leah M. Bojo, owner or authorized agent for the following project,

Project Name: 6306 McNeill Drive

Project Street Address: 6306 McNeill Drive, Austin, TX 78729

Case Number: TBD

Check One:

☐ I have verified that this project does fall within the boundaries of an approved neighborhood plan or a proposed plan as defined in the City of Austin Land Development Code Section 25-1-46(D), see back of this page. Plan Amendment applications can be filed during February for planning areas on the west side of I.H.-35 or July for planning areas on the east side of I.H.-35. Please contact Maureen Meredith in Planning & Zoning Department at (512) 974-2695 or at maureen.meredith@austintexas.gov so she can determine if a plan amendment application is required with your rezoning case. Name of neighborhood plan: __________________________

- Note: South Lamar Combined Planning Area (Barton Hills, Zilker, & Galindo) is a suspended planning area and no plan amendment application is required for zoning change applications. Zoning applications can be filed anytime of the year.

☐ I have verified that this project falls within the East Riverside Corridor Plan. Zoning changes in this area do not require a plan amendment application and can be filed anytime of the year.

Commission assigned: Planning Commission

☐ I have verified that this project does not fall within the boundaries of an approved neighborhood plan.

Commission assigned: Zoning and Platting Commission

I understand if I have not accurately determined if my project falls inside or outside the boundaries of an approved neighborhood plan, I may experience delays in processing my project through the appropriate commission.

Owner or Agent Signature: __________________________

Date: 1/29/2017

City of Austin | Determination of PC or ZPC Assignment

3/16/2017 | Page 1 of 2
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 1/6/2020 at 2:44:30 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.
School Boundaries Interactive Map

- School Boundaries by Campus 2016-2017
  - Elementary Schools
  - Middle Schools
  - High Schools
- School Boundaries Overview 2016-2017
  - Elementary Schools
  - Middle Schools
  - High Schools
  - Feeder Pattern

© 2020 Round Rock ISD

https://roundrockisd.org/school-boundaries-and-maps/
Texas Education Agency

2019 Accountability Ratings Overall Summary

JOLLYVILLE EL (246909124) - ROUND ROCK ISD

Accountability Rating Summary

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<td>Relative Performance (Eco Dis: 39.4%)</td>
<td></td>
<td>55</td>
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<tr>
<td>Closing the Gaps</td>
<td></td>
<td>91</td>
<td>B</td>
</tr>
<tr>
<td>Identification of Schools for Improvement</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

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
DEERPARK MIDDLE (246909045) - ROUND ROCK ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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<tbody>
<tr>
<td>Overall</td>
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<td>83</td>
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<td></td>
<td></td>
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<tr>
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<td>54</td>
<td>85</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<tr>
<td>Graduation Rate</td>
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<tr>
<td>School Progress</td>
<td></td>
<td>69</td>
<td>75</td>
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<tr>
<td>Academic Growth</td>
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<td>54</td>
<td>81</td>
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<tr>
<td>Relative Performance (Eco Dis: 41.9%)</td>
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<td>64</td>
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Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

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<tr>
<th>Subject</th>
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<tbody>
<tr>
<td>ELA/Reading</td>
<td>Earned</td>
</tr>
<tr>
<td>Mathematics</td>
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<tr>
<td>Science</td>
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<tr>
<td>Social Studies</td>
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<tr>
<td>Comparative Academic Growth</td>
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<tr>
<td>Postsecondary Readiness</td>
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<td>Comparative Closing the Gaps</td>
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Texas Education Agency
2019 Accountability Ratings Overall Summary
MCNEIL H S (246909004) - ROUND ROCK ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
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<td><strong>Student Achievement</strong></td>
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<tr>
<td>College, Career and Military Readiness</td>
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<td>Graduation Rate</td>
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<tr>
<td>Academic Growth</td>
<td>60</td>
<td>66</td>
<td>D</td>
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<tr>
<td>Relative Performance (Eco Dis: 24.4%)</td>
<td>75</td>
<td>86</td>
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<tr>
<td><strong>Closing the Gaps</strong></td>
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<tr>
<td></td>
<td>69</td>
<td>80</td>
<td>B</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement
This campus is identified for targeted support and improvement.

Distinction Designations

<table>
<thead>
<tr>
<th>Component</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
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<td>Earned</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Not Earned</td>
</tr>
</tbody>
</table>
1. **Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]**

   - 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 # ___________________________  Contiguous Tract Quartile __________

   - Development is Urban and Development Site is within the required radius 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.

     - outdoor recreation facility available to public (1 point)
     - pharmacy (1 point)(1 mile)
     - census tract with ≥27% associate degrees adults ≥25 (1)
     - community, civic or service organization (1 point)(1 mile)
     - full service grocery store (1 point)(1 mile)
     - A or B-rated public school (1 point)

   - 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.

     - 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:

   N/A
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:

- **No** Wholly or partially within a Colonia (2 points);  
  (Note: Not eligible if application qualifies for Opportunity Index points)

- **No** Entirely within the boundaries of an Economically Distressed Area (1 point);  
  (Note: Not eligible if application qualifies for Opportunity Index points)

- **Yes** Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (4 points);

- **No** 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);

- **No** 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);

- **No** 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 #   Contiguous Census Tract #
Contiguous Census Tract #   Contiguous Census Tract #
Contiguous Census Tract #   Contiguous Census Tract #
```

- **no** 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);

- **No** 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)

Application is seeking points for Underserved Area. Total Points Claimed: 4

3. **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

- **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)**

Application is seeking points for Proximity to Job Areas Total Points Claimed: 3

2/27/2020
4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

<table>
<thead>
<tr>
<th>Region:</th>
<th>7</th>
<th>Urban</th>
</tr>
</thead>
</table>

- Application is claiming 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.

| Application is seeking points for Concerted Revitalization. | Total Points Claimed: | 0 |

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

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

| Application is seeking points for Declared Disaster Area. | 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.

| Application is seeking points for Readiness to Proceed. | Total Points Claimed: | 0 |

2/27/2020
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 activity in the community.
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2019, including the computation used to determine the crime rate
- Print-out from THECB website confirming accreditation of university or community college
- Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

**Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**
- n/a For Colonia:
  - Evidence from Attorney General of Colonia boundaries; and
  - 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; and
  - Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.
- n/a For Economically Distressed Areas: http://www.twdb.texas.gov/financial/programs/EDAP/index.asp
  - Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; and
  - 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 Report posted on the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
  - 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

2/27/2020
Proximity to Job Areas (Competitive HTC Only)

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 but before Pre-Application Final Delivery Date. (See the 2020 Application Manual for directions)

Concerted Revitalization Plan (Competitive HTC Only)

CRP Packet, including backup documentation for amenities is inserted behind this tab.

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).

The List of Declared Disaster Areas is posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

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 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).

Certification regarding closing deadline

Acknowledgement(s) of closing deadline from lenders and syndicator

Certification regarding construction contract signing deadline

Evidence that appropriate zoning will be in place at award (July 23, 2020).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
Opportunity Index Data (§11.9(c)(4) of the 2020 Qualified Allocation Plan)

The median household income data is from table B19013 and the poverty data is from table S1701 of the 2013 - 2017 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2020 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Geography</th>
<th>County FIPS</th>
<th>County</th>
<th>Region</th>
<th>Median Household Income</th>
<th>Q1 Income</th>
<th>Q2 Income</th>
<th>Q3 Income</th>
<th>Median Household Income Quartile</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank</th>
<th>Poverty Rate</th>
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<tbody>
<tr>
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<td>Census Tract 17.85, Travis County, Texas</td>
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### Arbor Park

#### Amenities List

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<tr>
<th>No.</th>
<th>Amenity</th>
<th>Name</th>
<th>Address</th>
<th>Proximity</th>
<th>Points</th>
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<tbody>
<tr>
<td>1</td>
<td>Grocery Store</td>
<td>HEB</td>
<td>6001 W Parmer Ln, Austin, TX 78727</td>
<td>0.4 mi.</td>
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<tr>
<td>2</td>
<td>Pharmacy</td>
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<tr>
<td>3</td>
<td>Indoor Recreation</td>
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<td>5807 McNeil Dr, Austin, TX 78729</td>
<td>0.9 mi.</td>
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<tr>
<td>4</td>
<td>Outdoor Recreation</td>
<td>Rattan Creek Park and Pool</td>
<td>7617 Elkhorn Mountain Trail, Austin, TX 78729</td>
<td>0.4 mi.</td>
<td>1</td>
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<tr>
<td>5</td>
<td>B-Rated School</td>
<td>Jollyville Elementary School</td>
<td>6720 Corpus Christi Dr, Austin, TX 78729</td>
<td>0.05 mi.</td>
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<td></td>
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<td>Deeppark Middle School</td>
<td>Within attendance zones.</td>
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<tr>
<td></td>
<td>A-Rated School</td>
<td>McNeil High School</td>
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<tr>
<td>6</td>
<td>Meals On Wheels Service Area – Meals on Wheels Central Texas</td>
<td>--</td>
<td>--</td>
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</tr>
<tr>
<td>7</td>
<td>Educational Attainment – 65.07% Rate of Assoc. Degree or higher</td>
<td>--</td>
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<td>1</td>
<td></td>
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</table>

**TOTAL** 7

*Not shown on map.*
Parmer and McNeil H-E-B

6001 WEST PARMER LANE
AUSTIN, TX 78727-3901
Corporate #393

Store Hours:
Mon-Sun: 06:00 AM - 01:00 AM

Store Phone: (512) 219 - 0600
Pharmacy Phone: (512) 219 - 8216

Weekly Ad Coupons Make My H-E-B Store

Curbside Pickup

Delivery
Order online for delivery to your door.

Pharmacy
Pharmacy Phone: (512) 219 - 8216
Mon-Fri: 08:00 AM - 08:00 PM
Sat: 09:00 AM - 06:00 PM
Sun: 10:00 AM - 05:00 PM

Compounding
Drive Thru
Immunizations
Pharmacy
Prescription Delivery

Available Store Services
Bakery
Scratch Bakery
Tortilleria
Deli
Door's Head
Cheese Shop
In-House Roasted Meats
Olive Bar
Drug and General Merchandise
Beauty
Flower Shop
Floral
Grocery
Healthy Living
Wine Shop
Wine Steward
Meat Market
Custom Meat Cutting
Full Service Butcher Case
Grass Fed Beef

Nearby Stores
View All Stores
Research Blvd H-E-B
12960 RESEARCH BLVD
AUSTIN, TX 78753-3222
1.76 miles
Store Phone: (512) 508 - 9560
Store Hours: Mon-Sun 06:00 AM - 01:00 AM
Pharmacy Phone: (512) 508 - 9250
Pharmacy Hours: Mon-Fri 09:00 AM - 09:00 PM
Sat 08:00 AM - 06:00 PM
Sun 10:00 AM - 05:00 PM
Curbside Pickup

Parmer and Mopac H-E-B
12467 N. MOPAC EXPWY
AUSTIN, TX 78758-2475
2.34 miles
Store Phone: (512) 339 - 1181
Store Hours: Mon-Sun 06:00 AM - 01:00 AM
Pharmacy Phone: (512) 339 - 4444
Pharmacy Hours: Mon-Fri 09:00 AM - 09:00 PM
Sat 08:00 AM - 06:00 PM
Sun 10:00 AM - 05:00 PM

Store Details Make My H-E-B Store

Here Everything's Better
No Store Does More™ to bring families in Texas the very best locally grown produce, 100% pure beef and hundreds of products made around the world - all at great low prices.

Learn More
NORTHWEST FAMILY Y

CONTACT PHONE
(512) 335-9622

TODAY’S HOURS
5:30 am-10:00 pm

VIEW ALL HOURS

LEAP INTO SAVINGS!
Join the Y by February 29, and we’ll waive your join fee!
THAT’S $49 IN YOUR POCKET!
(HTTPS://WWW.AUSTINYMCA.ORG/JOIN)

EVENTS

SEE ALL EVENTS (/events)

Sun
3.08
Champion’s Indoor Triathlon
(/event/champions-indoor-triathlon)

OUR NEWS
Youth Swim Lessons at Northwest Family Y

Roxanne Rathge  December 31, 2019

Swim Lessons provide important life skills.

Read More

2019 YMCA Gather ‘Round Recap

Sarah Villarreal  On May 16th, 2019, the YMCA of Austin cel an organization at our annual...

Read More
Serving Northwest Austin for nearly 20 years, the expanded and renovated Northwest Y is positioned to meet the area’s diverse needs for years to come with its blend of youth, health & wellness and social responsibility programs. Above all, the Northwest Family YMCA is a place where people of every age, race, gender, faith, ability level and economic background can come together to create a stronger community.
Our YMCA is volunteer-led and seeks to reflect the unique communities we serve. We continually work to identify key needs and develop programming to address them. We welcome your input in helping strengthen the foundations of our community.

— Steve Peterson

View All Staff ()
Indoor Recreation (cont.)

Northwest Family Y | YMCA of Austin
5807 McNeil Dr, Austin, TX 78729

Get Directions (https://www.google.com/maps/place/5807+McNeil+Dr,+Austin,+TX+78729)
View All Hours
Call
(512) 335-9622 (tel:%28512%29335-9622)
Rattan Creek Park

The map showing the location is below:

Rattan Park is located at the intersection of Tamayo Dr. and Elkhorn Mountain Trail. This park includes a junior Olympic swimming pool, 4 tennis courts, a basketball court, a sand volleyball court, a soccer field and a variety of playscapes for toddlers through adults. The park also includes numerous benches and permanent barbeque pits as well as two covered pavilions available for private parties.

To reserve the Sports Field contact rattancreek@sbcglobal.net
Texas Education Agency

2019 Accountability Ratings Overall Summary

JOLLYVILLE EL (246909124) - ROUND ROCK ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
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</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>77</td>
<td>83</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 39.4%)</td>
<td>55</td>
<td>77</td>
<td>C</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>91</td>
<td>86</td>
<td>B</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

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
DEERPARK MIDDLE (246909045) - ROUND ROCK ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>83</td>
<td>83</td>
<td>B</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>85</td>
<td>B</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>54</td>
<td>85</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>School Progress</td>
<td>69</td>
<td>75</td>
<td>C</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>54</td>
<td>81</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 41.9%)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>64</td>
<td>79</td>
<td>C</td>
</tr>
</tbody>
</table>

Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

Distinction Designations

- ELA/Reading: Earned
- Mathematics: Not Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
# 2019 Accountability Ratings Overall Summary

## MCNEIL H S (246909004) - ROUND ROCK ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td>90</td>
<td>90</td>
<td>A</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>62</td>
<td>91</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>88</td>
<td>97</td>
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<tr>
<td>Graduation Rate</td>
<td>99.8</td>
<td>95</td>
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<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td>86</td>
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</tr>
<tr>
<td>Academic Growth</td>
<td>60</td>
<td>66</td>
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<tr>
<td>Relative Performance (Eco Dis: 24.4%)</td>
<td>75</td>
<td>86</td>
<td>B</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td>69</td>
<td>80</td>
<td>B</td>
</tr>
</tbody>
</table>

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Not Earned
MEALS ON WHEELS
Greater Austin Prepared Meal Delivery Service for Seniors and Adults with Disabilities
The Meal Delivery Program is a holistic nutrition program that provides home delivered prepared meals for seniors and other homebound clients throughout the Greater Austin area. This program provides case management services to individuals enrolled in the Meals on Wheels program. Each recipient receives one hot meal per day during the week and may have an option of receiving supplemental frozen meals for the weekend. To see if you or someone you know may qualify for home delivered meals, check our eligibility list below.

**ELIGIBILITY**

Individuals must be:

- Primarily homebound
- Unable to easily prepare nutritious meals
- Without consistent daytime assistance from another person
- Able to accept meals during the delivery time frame
- Must live in the Greater Austin Area

Each applicant will be assessed by a MOWCTX supportive case manager to ensure that eligibility requirements are met. Short-term service is available to those with temporary meal needs.

Interested in our services? Apply for our services here. (https://www.mealsonwheelscentraltexas.org/get-involved/interested-in-receiving-services)

**QUICK LINKS**

Apply for Our Services (/get-involved/interested-in-receiving-services)

Cancel My Meal (mailto:mealcancel@mealsonwheelsandmore.org?subject=Cancel My Meal)

Find Meal Programs Outside Our Service Area (https://www.mealsonwheelsamerica.org/sign-up/find-programs)

**NUTRITIONAL FACTS**

Menus are planned and prepared under the supervision of a RDN. Our meals are whole-food based and provide an array of nutrients and phytochemicals to promote optimum health.

**CASE MANAGEMENT**
CALL TO VOLUNTEER

We have many open meal delivery routes all over the Austin area.

Meal Programs (/meal-programs)
Other Programs (/other-programs)
Get Involved (/get-involved)
About Us (/about-us)
Educational Attainment Data (§11.9(c)(5) of the 2020 Qualified Allocation Plan)

The educational attainment for the population 25 years and over data is from table S1501 2013 - 2017 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2020 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abbr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census tract</th>
</tr>
</thead>
<tbody>
<tr>
<td>48453001785</td>
<td>17.85, Travis County, Texas</td>
<td>3484</td>
<td>2267</td>
<td>65.07%</td>
</tr>
<tr>
<td>TDHCA#</td>
<td>Program Type</td>
<td>Original TDHCA#</td>
<td>Year</td>
<td>Board Approval</td>
</tr>
<tr>
<td>--------</td>
<td>--------------</td>
<td>----------------</td>
<td>------</td>
<td>----------------</td>
</tr>
<tr>
<td>15232</td>
<td>9% HTC</td>
<td>2015</td>
<td>7/30/2015</td>
<td>Cardinal Point</td>
</tr>
<tr>
<td>16415</td>
<td>4% HTC</td>
<td>2016</td>
<td>7/14/2016</td>
<td>Songbird at Westgate</td>
</tr>
<tr>
<td>19427</td>
<td>4% HTC</td>
<td>10441</td>
<td>12/6/2016</td>
<td>Lakeview Apartment Homes</td>
</tr>
<tr>
<td>13109</td>
<td>9% HTC</td>
<td>2013</td>
<td>9/12/2013</td>
<td>Homestead Apartments</td>
</tr>
<tr>
<td>16099-2</td>
<td>9% HTC</td>
<td>2016</td>
<td>7/30/2016</td>
<td>605A/FAD Oasis</td>
</tr>
<tr>
<td>13371</td>
<td>9% HTC</td>
<td>2013</td>
<td>7/25/2013</td>
<td>Monthly Ridge Apartments</td>
</tr>
<tr>
<td>19450</td>
<td>4% HTC</td>
<td>2018</td>
<td>3/21/2019</td>
<td>Vista Bella</td>
</tr>
<tr>
<td>17204</td>
<td>9% HTC</td>
<td>2017</td>
<td>7/20/2017</td>
<td>Vista Bella</td>
</tr>
<tr>
<td>18022</td>
<td>4% HTC</td>
<td>00257T</td>
<td>5/26/2018</td>
<td>Santa Rosa Village Apartments</td>
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<tr>
<td>16418</td>
<td>4% HTC</td>
<td>2015</td>
<td>10/13/2015</td>
<td>Pathways at Georgetown Manor</td>
</tr>
<tr>
<td>95019</td>
<td>9% HTC</td>
<td>1985</td>
<td>1985/000</td>
<td>Forest Park Apartments</td>
</tr>
<tr>
<td>13402</td>
<td>4% HTC</td>
<td>2013</td>
<td>4/11/2013</td>
<td>Paddock at Norwood</td>
</tr>
</tbody>
</table>
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

<table>
<thead>
<tr>
<th>Job Density [Jobs/Sq. Mile]</th>
<th>Job Count [Jobs/Census Block]</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 - 467</td>
<td>1 - 5</td>
</tr>
<tr>
<td>468 - 1,855</td>
<td>6 - 74</td>
</tr>
<tr>
<td>1,856 - 4,169</td>
<td>75 - 370</td>
</tr>
<tr>
<td>4,170 - 7,407</td>
<td>371 - 1,169</td>
</tr>
<tr>
<td>7,408 - 11,572</td>
<td>1,170 - 2,855</td>
</tr>
</tbody>
</table>

Selection Areas

Analysis Selection
Primary Jobs for All Workers by Total in 2017
Employed in Selection Area

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Primary Jobs</td>
<td>9,242</td>
</tr>
<tr>
<td>Count</td>
<td>100.0</td>
</tr>
</tbody>
</table>

Page 2 of 4
<table>
<thead>
<tr>
<th>Total</th>
<th>Count</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Primary Jobs</td>
<td>9,242</td>
<td>100.0</td>
</tr>
</tbody>
</table>

2017
**Additional Information**

**Analysis Settings**

<table>
<thead>
<tr>
<th>Analysis Type</th>
<th>Area Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Selection area as</td>
<td>Work</td>
</tr>
<tr>
<td>Year(s)</td>
<td>2017</td>
</tr>
<tr>
<td>Job Type</td>
<td>Primary Jobs</td>
</tr>
<tr>
<td>Labor Market Segment</td>
<td>All Workers</td>
</tr>
<tr>
<td>Selection Area</td>
<td>Selection Area Freehand Drawing buffered 1.00 miles</td>
</tr>
<tr>
<td>Selected Census Blocks</td>
<td>183</td>
</tr>
<tr>
<td>Analysis Generation Date</td>
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</tr>
<tr>
<td>Code Revision</td>
<td>d7f8a300c9f4e458f61bc73d3099ca2cb8f8f8ea</td>
</tr>
<tr>
<td>LODES Data Version</td>
<td>20170818</td>
</tr>
</tbody>
</table>

**Data Sources**


**Notes**

1. Race, Ethnicity, Educational Attainment, and Sex statistics are beta release results and are not available before 2009.
2. Educational Attainment is only produced for workers aged 30 and over.
3. Firm Age and Firm Size statistics are beta release results for All Private jobs and are not available before 2011.
4. Data on Federal employment are not available after 2015.
OnTheMap

Work Area Profile Analysis

Display Settings
- Characteristic Filter: Total
- Year: 2017

Map Controls
- Color Key
- Thermal Overlay
- Point Overlay
- Selection Outline
- Identify
- Zoom to Selection
- Clear Overlays
- Animates Overlays

Report/Map Outputs
- Detailed Report
- Export Geography
- Print Chart/Map

Legends
- 0 - 466 Jobs/Sq Mile
- 467 - 1,849 Jobs/Sq Mile
- 1,850 - 4,155 Jobs/Sq Mile
- 4,156 - 7,384 Jobs/Sq Mile
- 7,385 - 11,535 Jobs/Sq Mile
- - 1 - 5 Jobs
- 6 - 74 Jobs
- 75 - 170 Jobs
- 171 - 1,169 Jobs
- 1,170 - 2,853 Jobs

Analysis Settings
- Change Settings

Click a Characteristic link in the Summary Report to see more detail.

View as: Bar Chart

Total Primary Jobs
- 2017 Count Share
- Total Primary Jobs 9,242 100.0%

Worker Age
- 2017 Count Share
- Age 29 or younger 1,472 15.9%
- Age 30 to 34 5,833 63.1%
- Age 35 or older 1,937 21.0%

Earnings
- 2017 Count Share
- $1.25 or Job for pay or less 670 7.2%
- $1.26 to $2.33 per month 2,240 23.8%
- More than $3.33 per month 6,392 68.8%

NAICS Industry Sector
- 2017 Count Share

Privacy Policy | 2010 Census | Data Tools | Information Quality | Product Catalog | Contact Us | Home
Source: U.S. Census Bureau, Center for Economic Studies | e-mail: CES.OnTheMap.FFedback@census.gov
## Site Information Form Part III

**Self Score Total:** 135

### 1. Site Acreage

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.457</td>
<td>4.456</td>
<td>N/A</td>
<td>4.5</td>
</tr>
</tbody>
</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:**

The ESA indicates approximate acreage of 4.5 acres which differs slightly from the actual acreage shown in the other documents.

### 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>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adey/Vandling Ltd</td>
<td>Kevin Bown</td>
<td>4901 Black Angus Cove</td>
<td>Austin</td>
<td>TX</td>
<td>78727</td>
<td>12/13/2005</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: No

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? No

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:

**Name:**

Current Seller has owned the property for more than 36 months

**Relationship:**

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.
  - Expiration of Contract or Option: 4/23/2020  Anticipated Closing Date: 4/23/2020
- [X] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [ ] The Property has the following encumbrance(s):

N/A

2/28/2020
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:

| N/A |

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)]**

- 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 8.†*
  †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.

- Development is located in a Small Area Difficult Development Area (SADDA)
- Development is entirely Supportive Housing (Competitive HTC Only)
- Development meets the criteria for the Opportunity Index as identified in §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: 

---

2/27/2020
Support Documentation from Site Information Part III Should be Included Behind this Tab.

**Site Control Documentation**
- Evidence of Site Control as described in 10 TAC §11.204(10)
  - 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**
- 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.
- 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:

FIRST AMENDMENT TO
COMMERCIAL CONTRACT – IMPROVED PROPERTY

This First Amendment to the Commercial Contract - Improved Property ("Amendment") is executed to be effective as of April 20, 2020 (the "Effective Date"), by and between Adey/Vandling, Ltd., a Texas limited partnership ("Seller"), and DMA Development Company, LLC, a Texas limited liability company (collectively, "Purchaser").

RECITALS:

A. Purchase and Seller entered into that certain Commercial Contract- Improved Property dated effective as of August 27, 2019 (the "Contract") relating to proposed purchase of the Property, located at 6306 McNeil Drive, Austin, Texas 78729 that is legally described as “Abs 2695 Sur 10 Baker W J Acr 4.457.”

B. Purchaser and Seller have agreed to amend the Contract as more particularly set forth below.

NOW, THEREFORE, for good and valuable consideration received by each of the parties hereto, the receipt and adequacy of which is hereby acknowledged, Seller and Purchaser hereby amend the Contract as follows (with all capitalized terms used and not otherwise defined herein having the meanings given such terms in the Contract.

AGREEMENT

1. Sales Price. Paragraphs 3A of the Contract is amended to increase the cash portion payment by Buyer at closing to $4,100,000. Paragraph 3C is amended to increase the purchase price to Seller at closing to $4,100,000.

2. Closing. Paragraph 10 of the Contract is amended to provide for the closing of the sale to occur on or before October 31, 2020 for an additional earnest money deposit of $78,000 which will bring the total earnest money deposit to $150,000.

All earnest money deposits will be credited towards the purchase price at closing. As of the date of this amendment, $100,000 of the combined earnest money deposits will be non-refundable to Buyer, and can be released to Seller. The remaining $50,000 will be held by the title company and will become non-refundable to the Buyer 60 days prior to the closing date.

2. Entire Agreement. The terms and provisions set forth in this Amendment constitute the entire agreement and understanding between Seller and Purchaser with respect to the specific subject matter addressed herein, and are hereby deemed to supersede all prior agreements and understandings (including, without limitation, those expressed originally in the Agreement to the extent inconsistent with the terms and provisions of this Amendment and any prior oral or written communications between Seller and Purchaser, or their respective agents or representatives) concerning the specific subject matter hereof. All of the provisions of the Agreement are incorporated herein by reference.
3. **Ratification of Contract.** Except as expressly modified by this Amendment, the Agreement remains and will continue in full force and effect, and the Contract is hereby ratified and confirmed.

4. **Counterparts.** To facilitate execution, this Amendment may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of both parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Amendment, (a) the signature pages taken from separate individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts and (b) a telecopy or electronic delivery [i.e., the transmission by any party of his, her or its signature on an original or any copy of this Amendment via fax machine or over the internet in electronic photostatic copy format (e.g., .pdf Adobe)] shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Amendment shall be deemed to be originals, but all such counterparts, taken together or collectively, as the case may be, shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]
Executed effective as of the date set forth above.

SELLER:

Adey/Vandling Ltd.

By: [Signature] 4/21/2020
Name: Pam [Signature]
Title: Member

PURCHASER:

DMA Development Company, LLC

By: [Signature]
Name: Diaha McIver
Title: Manager
COMMERCIAL CONTRACT - IMPROVED PROPERTY

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

**Seller:** Adey/Vandling Ltd

- Address: 4901 Black Angus Cv, Austin, TX 78727-5739
- Phone: __________________________
- E-mail: C/o Kevin@twelveriversrealty.com
- Fax: __________________________
- Other: __________________________

**Buyer:** DMA Development Company, LLC or its assign

- Address: 4101 Parkstone Heights Dr Ste 310, Austin, TX 78746-7485
- Phone: (512)328-3232 x 4505
- E-mail: janines@dmacompanies.com
- Fax: (512)328-4584
- Other: __________________________

2. PROPERTY:

A. "Property" means that real property situated in Travis County, Texas at 6306 McNeil Dr, Austin, TX 78729 (address) and that is legally described on the attached Exhibit or as follows:

   ABS 2695 SUR 10 BAKER W J ACR 4.457

B. Seller will sell and convey the Property together with:

   - (1) all buildings, improvements, and fixtures;
   - (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller’s right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
   - (3) Seller’s interest in all leases, rents, and security deposits for all or part of the Property;
   - (4) Seller’s interest in all licenses and permits related to the Property;
   - (5) Seller’s interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
   - (6) Seller’s interest in any trade names, if transferable, used in connection with the Property; and
   - (7) all Seller’s tangible personal property located on the Property that is used in connection with the Property’s operations except ________________.

   Any personal property not included in the sale must be removed by Seller prior to closing.

   (Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

   (If mineral rights are to be reserved an appropriate addendum should be attached.)

   (If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

   A. Cash portion payable by Buyer at closing __________________________ $ 3,600,000.00
   B. Sum of all financing described in Paragraph 4 __________________________ $ __________________________
   C. Sales price (sum of 3A and 3B) __________________________ $ 3,600,000.00

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4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $ _________________. This contract:
   (1) is not contingent upon Buyer obtaining third party financing.
   (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ ________________.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $ ________________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ _____________ as earnest money with Rise Title _____________ (title company) at 1317 W 6th Street Austin Tx 78703 (address) Jacqueline Hill _____________ (closer).
   If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ _____________ with the title company to be made part of the earnest money on or before:
   (i) _______ days after Buyer's right to terminate under Paragraph 7B expires; or
   X (ii) See Par. 12
   Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
   (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
   (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
   X (a) will not be amended or deleted from the title policy.
   (b) will be amended to read "shortages in areas" at the expense of □ Buyer □ Seller.

(3) Within ___20___ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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Initiated for Identification by Seller ___________ and Buyer ___________.

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B. Survey: Within 7 days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer’s expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors’ standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer __________________________ (insert amount) of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller’s expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors’ standards for a Category 1A survey under the appropriate condition.

☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller’s most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☒ Buyer (updating party), will, at the updating party’s expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party zero ______________ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☐ (1) Within ______ days after the effective date, Seller, at Seller’s expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer’s Objections to the Commitment, Survey, and UCC Search:

(1) Within ___ 7 ___ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an “A” or “V” zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer’s objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies. Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer’s timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
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(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

B. Feasibility Period: Buyer may terminate this contract for any reason within See Par. 12 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less See Par. 12 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller $ __________________ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional See Par. 12 days by depositing additional earnest money in the amount of $ __________________ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from...
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Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within ____ 5 ____ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
☐ (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
☐ (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
☐ (j) a copy of the "as-built" plans and specifications plat of the Property;
☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
☐ (l) a copy of Seller's income and expense statement for the Property from __________________ to __________________;
☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
☒ (n) real and personal property tax statements for the Property for the previous 2 calendar years;
☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from __________________ to __________________; and
☒ (p) The most recent Title Policy in Seller's possession.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.
8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
   (1) any failure by Seller to comply with Seller's obligations under the leases;
   (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
   (3) any non-occupancy of the leased premises by a tenant;
   (4) any advance sums paid by a tenant under any lease;
   (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
   (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ___________________________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

   Principal Broker: Twelve Rivers Realty
   Agent: Kevin Brown
   Address: 700 Rio Grande St
   Phone & Fax: (512) 650-2419
   E-mail: kevin@twdelivrersestate.com
   License No. 900959

   Principal Broker: (Check only one box)
   ☑ represents Seller only.
   ☐ represents Buyer only.
   ☐ is an intermediary between Seller and Buyer.

Cooperating Broker: DMA Property Advisors, LLC
   Agent: Brian McVey
   Address: 5511 Adobe Dr
   Austin TX 78745
   Phone & Fax: 512-232-3232
   E-mail: denver@dma-companies.com
   License No. 900005

   Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
   (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

   ☑ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

   ☐ (2) At the closing of this sale, Seller will pay:
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Principal Broker a total cash fee of: 

Cooperating Broker a total cash fee of: 

The cash fees will be paid in Travis County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) ☑ 60 days after the expiration of the feasibility period.
   (2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☑ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
   (3) an assignment of all leases to or on the Property;
   (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
      (a) licenses and permits;
      (b) service, utility, maintenance, management, and other contracts; and
      (c) warranties and guaranties;
   (5) a rent roll current on the day of the closing certified by Seller as true and correct;
   (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
   (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company.
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(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
   (a) acknowledges Buyer has received and is responsible for the tenant’s security deposit; and
   (b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)
A) See Attached "Commercial Contract Addendum for Special Provisions".

13. SALES EXPENSES:
A. Seller’s Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller’s loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed and any bill of sale;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.
B. Buyer’s Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation fees of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood and hazard insurance as may be required by Buyer’s lender;
   (5) one-half of any escrow fee; and
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:
A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.

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(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or (Check if applicable) enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;

(2) extend the time for performance up to 15 days and closing will be extended as necessary; or

(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
   (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
   (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:
   A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
   B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
   C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
   D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
   E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
   F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
   G. [ ] Seller [ ] Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
   [X] A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
   [ ] B. Except as otherwise provided in this contract, Seller is not aware of:
      (1) any subsurface: structures, pits, waste, springs, or improvements;
      (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;

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(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

X A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
X B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
☐ (3) Commercial Contract Financing Addendum (TXR-1931);
☐ (4) Commercial Property Condition Statement (TXR-1408);
☒ (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (8) Addendum for Coastal Area Property (TXR-1915);
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
☐ (10) Information About Brokerage Services (TXR-2501); and
☐ (11) Information About Mineral Clauses in Contract Forms (TXR-2509); and
☐ (12)
E. Buyer ☑ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, 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 real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1919) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used).
H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: ____________________________

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on __________, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Adey/Vandling Ltd

By: Pam Maulding
By (signature) ________________________________
Printed Name: Pam Maulding
Title: Member

Buyer: DMA Development Company, LLC or its assign

By: Diana McVey
By (signature) ________________________________
Printed Name: Diana McVey
Title: President/Manager

By: ________________________________
By (signature) ________________________________
Printed Name: ________________________________
Title: ________________________________
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay DMA Property Advisors, LLC (Cooperating Broker) a fee when the Principal Broker’s fee is received. The fee to be paid to Cooperating Broker will be:

$ __________, or
X 3.000 % of the sales price, or
_____ % of the Principal Broker’s fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker’s fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: Twelve Rivers Realty

Cooperating Broker: DMA Property Advisors, LLC

By: Kevin Brown

By: __________________________

ATTORNEYS

Seller’s attorney: __________________________

Buyer’s attorney: __________________________

Address: __________________________

Address: __________________________

Phone & Fax: __________________________

Phone & Fax: __________________________

E-mail: __________________________

E-mail: __________________________

Seller’s attorney requests copies of documents, notices, and other information:

Buyer’s attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.

☐ Seller sends to Buyer.

☐ the title company sends to Buyer.

☐ Buyer sends to Seller.

ESCROW RECEIPT

The title company acknowledges receipt of:

☑ A. the contract on this day 8/27/19 (effective date);

☑ B. earnest money in the amount of $36,000 in the form of Wire on 8/28/19 1:29 pm

Title company: RISE Title

Address: 1317 W. 46th Street

Phone & Fax: 512-474-2802/512-975-2022

E-mail: team1@risetitletx.com

Assigned file number (GF#): 19080037RIS
COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM

ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

6306 McNeil Dr, Austin, TX 78729

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract: Feasibility Period: Purchaser will have ninety (90) days (the “Feasibility Period”) to complete its due diligence and evaluation of the property and to apply for financing for the proposed development. After this initial feasibility period, Purchaser will have option to extend the Feasibility Period for an Extended Feasibility Period of ninety (90) days (the “Extended Feasibility Period”) for an additional earnest money deposit of $36,000 (the “Additional Earnest Money”).

All earnest money deposits will be credited towards the purchase price at closing. If Purchaser terminates the contract during the first thirty days of the Feasibility Period, the Earnest Money will be refunded to Purchaser in full. If Purchaser terminates the contract for any other reason after the first thirty days but within the Feasibility Period, $18,000 of the Earnest Money will be retained by the Seller, and $18,000 will be refunded to Purchaser. If the Purchaser terminates this contract during the Extended Feasibility Period, the Earnest Money will be retained by Seller but the Additional Earnest Money will be refunded to Purchaser.

NO PERSONAL PROPERTY IS INCLUDED (either business inventories, or any personal properties stored in and/or held within, or surrounding any of the structures located on the premises of 6306 and 6400 McNeil Drive, commonly known as “the property”).

Seller: Adey/Vandling Ltd

By: Pam Maulding
By (signature): [Signature]
Printed Name: Pam Maulding
Title: Member

Buyer: DMA Development Company, LLC or its assign

By: Diana McIver
By (signature): [Signature]
Printed Name: Diana McIver
Title: President/Manager

By: [Signature]
Printed Name:
Title:

(TXR-1940) 4-1-18
Additional Earnest Money Receipt

Contract Concerning 16300 McNeil Dr.  
(Property Address)

Receipt of Additional Earnest Money $34,000.00 in the form of wire is acknowledged.

Escrow Agent: Rise Title  
By: C. Lentf  
1317 W. 6th Street  
Address  
Austin, TX 78703  
City State Zip  
Date: 11/25/19  
Email Address: team1@riestitletx.com  
Telephone: 512-474-2362  
Facsimile: 512-975-2072
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.

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY NATIONAL 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.

Fidelity National Title Insurance Company
By: ____________________________
By Sarah Lee Shroeder

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.
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: August 26, 2019, 8:00 am
Commitment No. _______________________, issued September 3, 2019, 8:00 am

GF No. 19080037RISE

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: $3,600,000.00
      PROPOSED INSURED: DMA Development Company, LLC
   
   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:
   Adey/Vandling, Ltd., a Texas limited partnership;
   and the duly authorized Trustee(s) of The Adey Family Trust, created under the will of Edward A. Adey, III, Deceased, Cause No(s). PR-1PB-11-001364 & C-1PB-06-085139
   (subject to requirements on Schedule C)
4. Legal description of land:

Description of a 4.56 acre tract of land, more or less out of the W.J. Baker Survey, Abstract No. 64 in Williamson and Travis Counties, Texas. Said 4.56 acres being out of and a part of that certain 44.7 acre tract of land conveyed to Edward A. Adey III and wife, Wilberta M. Adey, by Deed of record as recorded in Volume 417, Page 485, of the Williamson County Deed Records and being more particularly described as follows:

BEGINNING at the Southwest corner of the tract of land herein being described, same point being the Southeast corner of that certain 5.0 acre tract of land conveyed to Louis J. Holubec, by Deed of record as recorded in Volume 413, Page 181 of Williamson County Deed Records, said point also being in the North Right of Way line of McNeil Drive;

THENCE North 18°51' West, with the West line of this tract and the East line of the Holubec Tract, 476.75 feet to the Northwest corner of this tract, same being in the East line of the above mentioned Holubec Tract, and an interior “L” corner in Lot 3 of “The Adey Subdivision, Section One”, a subdivision in Travis and Williamson Counties, Texas, as recorded in Volume 89, Pages 396-398 of the Travis County Plat Records;

THENCE North 67°22'08” East, with the North line of this tract and the South line of the above mentioned Lot 3, 408.59 feet to the Northeast corner of this tract, same being the Northwest corner of Lot 4 of “The Adey Subdivision, Section One”;

THENCE South 18°52'17” East, with the East line of this tract and the West line of Lots 4 and 5 of the above mentioned Adey Subdivision, 476.43 feet to the Southeast corner of this tract, same being the Southwest corner of Lot 5, and in the North Right of Way line of McNeil Drive;

THENCE South 67°22'50” West, with the South line of this tract and the North Right of Way line of McNeil Drive, 408.9 feet to the POINT OF BEGINNING, containing 4.56 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.

Countersigned
Rise Title of Texas

By
Sarah Lee Shroeder
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

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 No. 1, Schedule B, has been 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 2019, 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 _____ 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 Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

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. Rights of parties in possession.
   b. Rights of tenants, as tenants only, under unrecorded leases or rental agreements.
   c. Rights of public, the State of Texas and the municipality in and to that portion of subject property, if any, lying within the boundaries of any roadway, public or private.
   d. Any visible and apparent easements on or across the property herein described, which are not shown of record.
   e. 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.
   f. Terms and provisions of Multi Service Contract Agreement by and between Wilberta M. Adey and City of Austin dated March 13, 1979, filed March 22, 1979, recorded in Volume 6506, Page 836, Deed Records, Travis County, Texas.
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' 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:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. 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,
   d. there is legal right of access to and from the land,
   e. (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. We find no outstanding voluntary liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property. Company requires standard Affidavit of Debts and Liens be executed by seller/owner at or before closing.
6. The Company must be furnished with a copy any and all Trust documents regarding The Adey Family Trust created under the Will of Edward A. Adey, Deceased, together with copies of any amendments, modifications, or revocations. Company requires determination as to the Successor Trustee of the Trust. At the time the Company is furnished these items, the Company may make additional requirements or exceptions.
7. The Company requires a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. The Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.
8. Article 9.39A of the Texas Insurance Code requires certified checks, cashier's checks, cash or wire transfers for all transactions that involve the payment of $1500.00 or more. Title Company must require compliance with Article 9.39A (Procedural Rule 27).
9. NOTE: The following is for informational purposes only:
   The following deed(s) affecting the subject property were recorded within the last 24 month period prior to the effective date of this commitment:
None.

Countersigned
Rise Title of Texas

By
Sarah Lee Shroeder
COMMITMENT FOR TITLE INSURANCE  T-7

SCHEDULE D

GF No. 19080037RISE Effective Date: August 26, 2019, 8:00 am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment:

   The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

   Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan
   Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. AGENT: Rise Title Partners, LLC dba Rise Title of Texas

   a. Shareholders, owners, partners, or other persons having, owning or controlling one percent (1%) or more of the Title Insurance Agent are: Rise Title Partners, LLC

   b. Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent are: N/A

   c. If the Title Insurance Agent is a corporation, an LLC, an LP or an LLP, the following is a list of its officers, directors, and/or managers and/or managing partner(s) (with titles):

      Officers/Directors: N/A

   d. The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of that premium any such person shall receive. NONE

   e. For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraph (a) or (b).

3. 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 a portion of the premium 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:

   Owner's Policy: $16,833.00
   Loan Policy: $0.00
   Endorsement Charges: $0.00
   Other: $0.00
   Total: $16,833.00

   Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% 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>15.00%</td>
<td>Community National Title</td>
<td>Title Evidence</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."
COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

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.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of 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.

- **MINEALS 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 (800) 654-7041 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.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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 Insurance 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
### Multiple Site Information Form

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.).

*Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.*

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<table>
<thead>
<tr>
<th>1</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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</table>

**Street Address**  
City

**Contact Name for Seller**  
Name of Seller Entity

*Only list if owner has owned <36 mos.*

**Contact Name for Previous Seller**  
Name of Previous Seller Entity

**Seller Address**  
City  
State  
Zip

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

*Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?*  

If yes above, describe relationship:

**Contract includes more than one tract/lot. Address, legal description, and acreage are below.**

<table>
<thead>
<tr>
<th></th>
<th>Address</th>
<th>Abbreviated Legal</th>
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If a revised form is submitted, date of submission:  

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### Contract includes more than one tract/lot. Address, legal description, and acreage are below.

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### Contact Name for Previous Seller

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### If yes above, describe relationship:

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### If a revised form is submitted, date of submission:

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2/27/2020
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<tr>
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</table>

**Street Address**

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
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- *Only list if owner has owned <36 mos.*

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**Seller Address**

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
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<th>Zip</th>
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- [ ] Contract includes more than one tract/lot. Address, legal description, and acreage are below.

  a. **Address**
     
     **Abbreviated Legal**
     
     **Acres**

  b. **Address**
     
     **Abbreviated Legal**
     
     **Acres**

  c. **Address**
     
     **Abbreviated Legal**
     
     **Acres**

  If a revised form is submitted, date of submission:

(Rows 141-439 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
Elected Officials

☒ 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.)

☐ Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

☐ No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

** US Representative

** State Senator

** Support Letter

** City Mayor

** School Superintendent

** Presiding officer of Board of Trustees

** County Judge

** 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.

2/27/2020
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>
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<tbody>
<tr>
<td>Address</td>
<td>City</td>
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<td>Zip</td>
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<td>Fax or Email</td>
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Neighborhood Organizations (Continued)
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-application 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 Tax 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 or 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:  
Signature of Applicant/Development Owner

Diana McIver
Printed Name

Texas
Notary Public, State of

Travis
County of

Date: 2/27/2020

My Commission expires 8/11/2020

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 who 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 the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8/7 day of February 2020.

Notary Public Signature

Martha J Geurin
Notary Public, State of Texas
Commission expires 08-16-2020
Notary ID 129091383

2/26/2020
1. The proposed Development is: (Check all that apply)

- New Construction
- and/or:

   (adaptive reuse select New Construction here and adaptive reuse in next box)

Previous TDHCA #  

If Acquisition/Rehab or Rehab, original construction year:

If Reconstruction,

Units Demolished

Units Reconstructed

2. The Target Population will be:

- Elderly

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

   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 barriers
  - 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.

2/27/2020
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.
   - 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:  

2/27/2020
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.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</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>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td>$ -</td>
<td>Interest Rate (%)</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>

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>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Set-Aside if applicable</td>
<td>Select NOFA and Set-Aside</td>
</tr>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
</tbody>
</table>

Selections for At-Risk and USDA are independent of each other. Only select both if both apply.

By selecting the set-aside above, I, individually or as the general partner(s) or officers of the Applicant entity, confirm that I (we) are applying for the above-stated Set-Aside(s) and Allocations. To the best of my (our) knowledge and belief, the Applicant entity has met the requirements that make this Application eligible for this (these) Set-Aside(s) and Allocations and will adhere to all requirements and eligibility standards for the selected Set-Aside(s) and Allocations.

7. **Previously Awarded State and Federal Funding**

Has this site/activity previously applied for TDHCA funds? 

Has this site/activity previously received TDHCA funds? 

If "Yes" Enter Project Number: n/a and TDHCA funding source: n/a

Has this site/activity previously received non-TDHCA federal funding? 

2/27/2020

Arbor Park is a proposed 147-unit apartment community for seniors. The design includes 1 four-story, elevator served building with surface parking. The development includes interior community common areas, as well as an outdoor pool.
If yes, source: 
Will this site/activity receive non-TDHCA federal funding for costs described in this Application? Yes

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: ________________

2/27/2020
1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>147</td>
<td></td>
<td>14</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**

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</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).

   ![Yes]

   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).

   and

   - Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

   ![Yes]

   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 II

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
   - Development meets the minimum size requirements below: (6 points)
     - Points claimed: 6
     - Bedroom Size: [0, 1, 2, 3, 4]
     - Square Footage: [550, 650, 850, 1,050, 1,250]
   - Points claimed: 9
   - 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* (30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application’s scoring elections here.)
     - 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
   - At least 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

Applicants should confirm any point selections in this section by using the 2020 Direct Loan Unit Calculator Tool on the Apply for Funds page on the TDHCA website: https://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm. Points claimed here will appear on the MFDL Self Score tab.

Application is seeking points for Subsidy Per Unit.

4. Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]
   - 30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application’s scoring elections here.
   - 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.
     - Total Number of Units at 50% or less of AMGI
       - Complete this section! Check your math!
     - Number of 30% Units used to score points under §11.9(c)(2)*
       - 0
     - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
       - 0
     - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
       - 55
     - Percentage used for calculation of eligible points under §11.9(c)(1)
       - 45.83%
   - 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)
       - 0
     - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
       - 0
   - Development proposed in all other areas.
     - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
       - 0
     - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)
       - 0

OR (DO NOT COMPLETE BOTH)

2/27/2020
C. 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).

OR

D. Development proposed in all other areas.

- The Average Income for the proposed Development will be 55% or lower (15 points).
- The Average Income for the proposed Development will be 56% or lower (13 points).
- The Average Income for the proposed Development will be 57% or lower (11 points).

### Application is seeking points for Income Levels of Residents.

<table>
<thead>
<tr>
<th>Points Claimed</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Application is seeking points for Income Levels of Residents.</td>
</tr>
<tr>
<td>11</td>
<td>Development is Supportive Housing proposed by a Qualified Non-Profit, and at least 20% of all low-income Units are restricted at 30% or less of AMGI; or (13 points)</td>
</tr>
<tr>
<td>11</td>
<td>Development is Urban, and at least 10% of all low-income Units are restricted at 30% or less of AMGI; or (11 points)</td>
</tr>
<tr>
<td>11</td>
<td>Development is Rural, and at least 7.5% of all low-income Units are restricted at 30% or less of AMGI; or (11 points)</td>
</tr>
<tr>
<td>7</td>
<td>At least 5% of all low-income Units at 30% or less of AMGI. (7 points)</td>
</tr>
</tbody>
</table>

### Application is seeking points for Rent Levels of Residents.

<table>
<thead>
<tr>
<th>Points Claimed</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Applicant elects to commit at least 5% of the total Units for Persons with Special Housing Needs.</td>
</tr>
<tr>
<td>10</td>
<td>Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development’s LURA.</td>
</tr>
</tbody>
</table>

### Application is seeking points for Resident Services.

<table>
<thead>
<tr>
<th>Points Claimed</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the AtRisk or USDA setasides are not eligible for this scoring item.</td>
</tr>
</tbody>
</table>

### Application is seeking points for Residents with Special Housing Needs.

<table>
<thead>
<tr>
<th>Points Claimed</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>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)</td>
</tr>
<tr>
<td>1</td>
<td>Applicant elects to commit at least an additional 2% of the total Units to Persons referred from the Continuum of Care or local homeless service providers to be made available for those experiencing homelessness. Applications in the AtRisk or USDA setasides are not eligible for this scoring item. Applications are not eligible under this paragraph unless points have also been selected under A above. The Development Owner agrees to specifically market the 2% of Units through the Continuum of Care and other homelessness providers local to the Development Site. In addition, the Department will require an initial minimum twelve-month period in Urban subregions, and an initial six-month period in Rural subregions, during which Units must either be occupied by Persons referred from the Continuum of Care or local homeless service providers, or held vacant, unless the Units receive HOME funds from any source. (1 point)</td>
</tr>
</tbody>
</table>

### Application is seeking points for Extended Affordability.

<table>
<thead>
<tr>
<th>Points Claimed</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Development will maintain a 45 year Affordability Period.</td>
</tr>
</tbody>
</table>

### 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)

<table>
<thead>
<tr>
<th>Description</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X 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)</td>
<td>This box will populate after the calculation is completed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Average Income from Tab 24</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>53.58</td>
<td></td>
</tr>
</tbody>
</table>

### Application is seeking points for Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

<table>
<thead>
<tr>
<th>Description</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Development is requesting Pre-Application Points.</td>
<td>6</td>
</tr>
</tbody>
</table>

### Application is seeking points for Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]

<table>
<thead>
<tr>
<th>Description</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Development will maintain a 45 year Affordability Period.</td>
<td>4</td>
</tr>
</tbody>
</table>

2/27/2020
<table>
<thead>
<tr>
<th></th>
<th>Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Application requests points for Historic Preservation.</td>
</tr>
<tr>
<td></td>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
</tr>
<tr>
<td></td>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
</tr>
<tr>
<td></td>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
</tr>
<tr>
<td></td>
<td>Application is eligible for five (5) points.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
</tr>
<tr>
<td></td>
<td>Application is eligible for five (5) points.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.</td>
</tr>
<tr>
<td></td>
<td>Application is eligible for one (1) point.</td>
</tr>
</tbody>
</table>
EXISTING DEVELOPMENT INFORMATION

1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   **Qualification:** Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2020 Qualified Allocation Plan.

   **PART A:** DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):

   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE DEVELOPMENT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):**

   - The stipulation to maintain affordability in the contract granting the subsidy indicated above is nearing expiration (i.e. expiration will occur within two calendar years of July 31. See §11.5(3)(E) and (F) of the QAP.
   - OR
   - The HUD-insured or HUD-held mortgage on the Development is eligible for prepayment or is nearing the end of its term (the term will end within two calendar years of July 31, 2020).

   **PART B:** DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

   - Are owned by a public housing authority (PHA) or a public facility corporation (PFC) created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); OR
   - Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) AND
   - Are proposed to be disposed of or demolished by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; OR
   - Were disposed of or demolished within the 2 years preceding the application by a PHA or a PFC created by a PHA under Chapter 303, Local Government Code; OR
   - Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable PHA’s plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

   **PART C:** THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:

   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
   - The Application proposes the same number of restricted units;
   - AND EITHER
   - The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR

2/27/2020
At-Risk Set-Aside (continued)

The local Governing Body of the applicable municipality or county (if completely outside of a municipality) in which that Development is located must submit a resolution confirming that the proposed Development is supported by the municipality or county in order to carry out a previously adopted plan that meets the requirements of §11.9(d)(7) related to Concerted Revitalization Plans.

PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(B); AND
- No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
- Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:

- A copy of the recorded LURA and the first years' IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. Existing Development Assistance

Part A.
The existing Property is expected to have or continue the following benefit: ________________________________

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

- Property has an existing TDHCA LURA
- TDHCA LURA Amendment request has been submitted
- A copy of the contract or agreement securing the funds identified above is provided behind this form.

  The source of funds is: ________________________________
  The annual amount of funds is: ________________________________
  The number of units receiving assistance: ________________________________
  The term of the contract or agreement is (date): ________________________________
  The expiration of the contract or agreement is (date): ________________________________

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s): ________________________________

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis?

- Yes
- No

Was the building occupied at any time during the last ten years?

- Yes
- No

Was the building occupied or suitable for occupancy at the time of purchase?

- Yes
- No

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

- Yes
- No

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)?

- Yes
- No

How many buildings will be acquired for the Development?

2/27/2020
Are all the buildings currently under control by the Development Owner?  

If “No”, how many buildings are under control by the Development Owner?  

When will the remaining buildings be under control?  

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:  
   - [ ] Related Party  
   - [ ] Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:  
   - [ ] Determined with reference to Seller’s Basis  
   - [ ] Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

3. **Lead Based Paint (Direct Loan Applications Only)**

   Development constructed before January 1, 1978
   
   If yes, check each of the following that applies [24 CFR 35.115]:
   - [ ] Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.
   - [ ] The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.
   - [ ] Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.
   - [ ] An inspection performed according to HUD standards found the property contained no lead-based paint.
   - [ ] According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.
   - [ ] The rehabilitation will not disturb any painted surface.
   - [ ] The property has no bedrooms.
   - [ ] The property is currently vacant and will remain vacant until demolition.

2/27/2020
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, or if a federal subsidy is being transferred from another site and the costs of relocation will be part of the Total Development Costs, the following items must be provided:

- Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
- The two (2) most recent consecutive annual operating statement summaries; or
- The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
- All monthly or annual operating summaries available.

AND

- **UPLOAD SEPARATELY FROM THE APPLICATION,** a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and any vacant units; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section)
  https://www.tdhca.state.tx.us/program-services/ura/relocation.htm
- Number of housing units (including Manufactured Housing Units) on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity
- Number of businesses on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity
- Number of nonprofit organizations on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity
- Number of farms on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

Each of the following items, as applicable, is provided behind this tab:

- Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt;
- Dated Voluntary Acquisition Notification to Owner; and
- HUD Relocation Brochure issued to tenants that will be displaced (if known).

2/27/2020
The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 (“Section 104(d)) and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.
☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department’s approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply with all parts of the plan as they apply to this Application.

Signature of Applicant

Printed Name

Date
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 > [√] 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.

2/27/2020
ARBOR PARK
TAX CREDIT PRE-APP PACKAGE
AUSTIN, TX | 20-014 | FEBRUARY 28, 2020
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Illustrative Plan

SCALE 1" = 60'

McNEIL DRIVE

4 LEVEL WOOD FRAMED MASONRY BLDG.
147 SENIOR HOUSING UNITS
UNIT COUNT
1 BR - 24
2 BR - 9
TOTAL - 33 UNITS

LEGEND
- SERVICE AREA
- AMENITY SPACE
- 1 BR UNIT - MOBILITY ACCESSIBLE UNIT
- 2 BR UNIT - MOBILITY ACCESSIBLE UNIT
- INDICATES HEARING & VISUAL ACCESSIBLE UNITS
- ACCESSIBLE ROUTE
- RAIN COLLECTION SYSTEM
- HERITAGE TREE
- PROTECTED TREE

NET SF PER UNIT TYPE
1BR
A1 705
A1-ADA 705
A2 823
A3 702

2BR
B1 1,086
B1-ADA 1,086

AMENITY SPACE NET SF
2,559

PARKING
147 PARKING SPACES PROVIDED - TOTAL
8 ACCESIBLE SPACES - 2 VAN SPACES

MINIMUM PARKING REQUIREMENTS ARE WAIVED BASED UPON CITY OF AUSTIN AFFORDABILITY UNLOCKED ORDINANCE

* Refer to Recap Sheet for Additional Project Data

GENERAL NOTES:
- THIS SITE IS NOT IN A FLOOD PLAIN
- NO EASEMENTS ON SITE
- SITE AREA: 194,117 SQ FT (4.56 ACRES)
- PERVIOUS AREA ALLOWABLE: 35% (±67,941 SQ FT)
- PERVIOUS AREA PROVIDED: 33% (±68,256 SQ FT)

NET SF PER UNIT TYPE
1BR
A1 705
A1-ADA 705
A2 823
A3 702

2BR
B1 1,086
B1-ADA 1,086

AMENITY SPACE NET SF
2,559

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- HERITAGE TREE
- PROTECTED TREE

NET SF PER UNIT TYPE
1BR
A1 705
A1-ADA 705
A2 823
A3 702

2BR
B1 1,086
B1-ADA 1,086

AMENITY SPACE NET SF
2,559

PARKING
147 PARKING SPACES PROVIDED - TOTAL 8 ACCESIBLE SPACES - 2 VAN SPACES

MINIMUM PARKING REQUIREMENTS ARE WAIVED BASED UPON CITY OF AUSTIN AFFORDABILITY UNLOCKED ORDINANCE

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NO EASEMENTS ON SITE

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PERVIOUS AREA PROVIDED: 35% (± 68,256 SQ FT)

* Refer to Recap Sheet for Additional Project Data
## Unit Net Leasable Area Calculations

<table>
<thead>
<tr>
<th>Unit Design / Name</th>
<th>Net SF per unit</th>
<th>Unit Type</th>
<th>Unit Count Level 1</th>
<th>Unit Count Level 2</th>
<th>Unit Count Level 3</th>
<th>Unit Count Level 4</th>
<th>Unit Count (total)</th>
<th>Net SF Total</th>
<th>Parking Req.</th>
<th>Affordability Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>1BR/1BA</td>
<td></td>
<td>A1</td>
<td>705</td>
<td>20</td>
<td>23</td>
<td>23</td>
<td>25</td>
<td>91</td>
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<td>A1-ADA</td>
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<td>A3</td>
<td>702</td>
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<td>7</td>
<td>4,914</td>
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<td>Total 1BR Units</td>
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<td>75.5%</td>
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<td>8</td>
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<td>B1-ADA</td>
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<td>Total 2BR Units</td>
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<td>147</td>
<td>118,156</td>
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### Non-Unit Net Area Calculations

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<th>Non-Unit Area</th>
<th>Level 1</th>
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<th>Level 3</th>
<th>Level 4</th>
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<tbody>
<tr>
<td>Amenity Area</td>
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<tr>
<td>Administration</td>
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<tr>
<td>Corridors</td>
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<tr>
<td>Trash/Bike Storage</td>
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<td>4,945</td>
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<td>Service</td>
<td>350</td>
<td>120</td>
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<td>Stair and Elevator</td>
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<td>TOTAL</td>
<td>10,118</td>
<td>5,185</td>
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</table>

### Gross Area Calculations

| TOTAL | 143,829 |

### Efficiency Calculations

<table>
<thead>
<tr>
<th>Efficiency Calculations</th>
<th>118,156</th>
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<tbody>
<tr>
<td>Unit Net Leasable Area</td>
<td></td>
</tr>
<tr>
<td>Gross Building Area</td>
<td>143,829</td>
</tr>
</tbody>
</table>

### Notes:

- All parking to be uncovered surface spaces
- Building is fully sprinklered
- Unit finishes are 100% Carpet/ Vinyl/ Resilient Flooring
- Units to have 9’-0” ceiling height
UNIT COUNT
1 BR - 29
2 BR - 9
TOTAL - 38 UNITS

LEGEND
- 1 BR UNIT
- 1 BR UNIT - MOBILITY ACCESSIBLE UNIT
- 2 BR UNIT
- 2 BR UNIT - MOBILITY ACCESSIBLE UNIT
- INDICATES HEARING & VISUAL ACCESSIBLE UNITS

NET SF PER UNIT TYPE
1 BR
A1 705
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A2 823
A3 702

2 BR
B1 1,086
B1-ADA 1,086

* Refer to Recap Sheet for Additional Project Data
UNIT COUNT
1 BR - 29
2 BR - 9
TOTAL - 38 UNITS

LEGEND
- 1 BR UNIT
- 1 BR UNIT - MOBILITY ACCESSIBLE UNIT
- 2 BR UNIT
- 2 BR UNIT - MOBILITY ACCESSIBLE UNIT
- INDICATES HEARING & VISUAL ACCESSIBLE UNITS

NET SF PER UNIT TYPE
1 BR
A1  705
A1-ADA  705
A2  823
A3  702

2 BR
B1  1,086
B1-ADA  1,086

* Refer to Recap Sheet for Additional Project Data
UNIT COUNT

1 BR - 29
2 BR - 9
TOTAL - 38 UNITS

LEGEND

- 1 BR UNIT
- 1 BR UNIT - MOBILITY ACCESSIBLE UNIT
- 2 BR UNIT
- 2 BR UNIT - MOBILITY ACCESSIBLE UNIT

INDICATES HEARING & VISUAL ACCESSIBLE UNITS

NET SF PER UNIT TYPE

1BR
A1  705
A1-ADA 705
A2  823
A3  702

2BR
B1  1,086
B1-ADA 1,086

* Refer to Recap Sheet for Additional Project Data
BUILDING SKIN MATERIALS (Approximate percentage use at Elevations):

- STUCCO: 44%
- GLAZING: 32%
- FIBER CEMENT PANEL SYSTEM: 24%

NOTES:
- ROOF PITCH IS 1/4" PER FOOT
- ALL OTHER SIDES OF BUILDING ARE OF SIMILAR COMPOSITION AS FRONT
Income Averaging Unit Disbursement

The applicant, Austin McNeil DMA Housing, LLC, assures that all unit designations, including 30%, 40%, 50%, 60%, and 80% units, are and will be dispersed across all Unit Types in a manner that does not violate fair housing laws.
### Specifications and Amenities (check all that apply)

| Building Configuration (Check all that apply): | Single Family Construction | SRO | Transitional (per §42(4)(R)) | Duplex |
| Development will have: | X | Fire Sprinklers | X | Elevators | 2 | # of Elevators | 3500 | Wt. Capacity |

### Number of Parking Spaces (consistent with Architectural Drawings):

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>Detached Garage Spaces</td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td>Uncovered Spaces</td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
</tr>
</tbody>
</table>

### Floor Composition/Wall Height:

| 85 | % Carpet/Vinyl/Resilient Flooring |
| 9 | Ceiling Height |
| 15 | % Ceramic Tile |
| | Upper Floor(s) Ceiling Height (Townhome Only) |
| | % Other |
| | Describe: |

### You are not required to distinguish the HC or AV Units from other Units that are the same size/floor plan.

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Stories</td>
<td>4</td>
</tr>
</tbody>
</table>

### Unit Type

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>83</td>
<td>58,515</td>
</tr>
<tr>
<td>A1-ADA</td>
<td>1</td>
<td>12</td>
<td>8,460</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>8</td>
<td>6,584</td>
</tr>
<tr>
<td>A3</td>
<td>1</td>
<td>8</td>
<td>5,616</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>32</td>
<td>34,752</td>
</tr>
<tr>
<td>B1-ADA</td>
<td>2</td>
<td>4</td>
<td>4,344</td>
</tr>
</tbody>
</table>

### Totals

| | 147 | - | - | - | - | - | - | - | - | 147 | 118,271 |

If a revised form is submitted, date of submission: 2/27/2020

### Net Renterable Square Footage from Rent Schedule

Ensure that this number matches your architectural drawings.

### Information below to be used by Supportive Housing Applicants only.

- **Enter Total Development Common Area as specified on Architect Certification:**
- **Common Area Square Footage (as specified on Architect Certification):**
  - Enter here if NOT Supportive Housing
  - Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.
- **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)
  - 118,271

Date: 2/27/2020
# 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.

<table>
<thead>
<tr>
<th>Mobility</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>Unit Description</td>
<td>147</td>
<td>5%</td>
<td>7.35</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>A1, A2, A3</td>
<td>111</td>
<td>5%</td>
<td>5.55</td>
<td>5.55</td>
<td>6</td>
</tr>
<tr>
<td>B1</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>29</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td>29</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</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>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</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>29</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></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**: [Signature]

**Date**: 2-7-2020

**Printed Name**: [Printed Name]

**Firm Name (If applicable)**: [Firm Name]

**Date**: 2/27/2020
**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>147</td>
<td>2%</td>
<td>2.94</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A1, A2, A3</td>
<td>111</td>
<td>2%</td>
<td>2.22</td>
<td>2.22</td>
<td>2</td>
</tr>
<tr>
<td>B1</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>B2</td>
<td>2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>C</td>
<td>5</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D</td>
<td>7</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>1</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>147</td>
<td></td>
<td>2.94</td>
<td>3.22</td>
<td>3</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></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>3</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.

**By:**

**Signature:**

**Printed Name:**

**Company:**

**Date:**

2/27/2020
Accessible Parking Calculation

This worksheet is applicable to cases where ADA applies and all parking spaces are within a single parking lot. In cases where this worksheet cannot be used, create a certification specifying the types and numbers of parking spaces applicable, including standard and accessible parking for dwelling units and for amenities (e.g., office, mail kiosk, dumpster, pool, playground, etc.), and for each type of parking (e.g., surface spaces, carports, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSSs for dwelling units and for amenities and for each type of parking. Staff cannot review the proposal without this information.

Submit 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 APSSs 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 (APSSs). Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSSs that serve the dwelling units requires accounting for APSSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APSS and/or groups of amenities in close proximity that share a single APSS. In the space to the right, state the number of APSSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APSS. 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 APSS serves</th>
<th>APSSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td></td>
<td></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: 0

2/27/2020
Accessible Parking for Residential Units

Enter the information indicated below.

Total dwelling Units in the Development: 147
Total surface parking spaces (including non-residential): 147
Total carports (including non-residential):
Total garages (including non-residential):
Total parking spaces of all types: Calculated from above: 147
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page: 0
Total of all types of parking spaces that serve dwelling units: Calculated from above: 147
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above: 8
Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above: 0
APSs required in excess of one per mobility accessible unit: Calculated from above: 0
Total APSs required (including dwelling units and facilities/amenities): Calculated from above: 8

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.

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 5
Minimum number of carports that must be APSs:
Number of garages that must be APSs:

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: Calculated from above: 2
Minimum number of surface parking spaces that must be van APSs: Calculated from above: 1
Minimum number of carports that must be van APSs: Calculated from above: 0
Minimum number of garages that must be van APSs: Calculated from above: 0

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: PHILIP CIVITARE
Printed Name

Date: 2/27/2020
Firm Name (if applicable):
## Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.

### Rent Designations (select from Drop down menu)

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF DL - HOME Units</th>
<th>MF DL -NHTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy Units</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>702</td>
<td>5,616</td>
<td>532</td>
<td>54</td>
<td>478</td>
<td>3,824</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>705</td>
<td>532</td>
<td>54</td>
<td>478</td>
<td>478</td>
</tr>
<tr>
<td>TC 40%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>6,345</td>
<td>710</td>
<td>54</td>
<td>656</td>
<td>5,904</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>35</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>24,675</td>
<td>887</td>
<td>54</td>
<td>833</td>
<td>29,155</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>22,560</td>
<td>1,065</td>
<td>54</td>
<td>1,011</td>
<td>32,352</td>
</tr>
<tr>
<td>TC 80%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>5,640</td>
<td>1,420</td>
<td>54</td>
<td>1,215</td>
<td>9,720</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>1</td>
<td>1.0</td>
<td>705</td>
<td>7,050</td>
<td>1,350</td>
<td>1,350</td>
<td>13,500</td>
<td>15,500</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>823</td>
<td>6,584</td>
<td>1,350</td>
<td>1,350</td>
<td>10,800</td>
<td>15,300</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>3,258</td>
<td>639</td>
<td>71</td>
<td>568</td>
<td>1,704</td>
</tr>
<tr>
<td>TC 40%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>3,258</td>
<td>852</td>
<td>71</td>
<td>781</td>
<td>2,343</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>8,688</td>
<td>1,065</td>
<td>71</td>
<td>994</td>
<td>7,952</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>8,688</td>
<td>1,278</td>
<td>71</td>
<td>1,207</td>
<td>9,656</td>
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<tr>
<td>TC 80%</td>
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<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>5,430</td>
<td>1,704</td>
<td>71</td>
<td>1,530</td>
<td>7,650</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
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<td>9</td>
<td>2</td>
<td>2.0</td>
<td>1086</td>
<td>9,774</td>
<td>1,700</td>
<td>1,700</td>
<td>15,300</td>
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### RENT LIMITS

<table>
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<th>AMH %</th>
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<th>2</th>
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<tbody>
<tr>
<td>20</td>
<td>$331</td>
<td>$305</td>
<td>$426</td>
</tr>
<tr>
<td>30</td>
<td>$497</td>
<td>$532</td>
<td>$539</td>
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<tr>
<td>40</td>
<td>$663</td>
<td>$710</td>
<td>$532</td>
</tr>
<tr>
<td>50</td>
<td>$828</td>
<td>$887</td>
<td>$1,065</td>
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<tr>
<td>60</td>
<td>$994</td>
<td>$1,065</td>
<td>$1,276</td>
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<tr>
<td>70</td>
<td>$1,160</td>
<td>$1,242</td>
<td>$1,491</td>
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<tr>
<td>80</td>
<td>$1,326</td>
<td>$1,420</td>
<td>$1,704</td>
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</table>

### TOTAL

| 147 | 118,271 | 150,338 |

- Non Rental Income: $5.03 per unit/month for: $740
- Non Rental Income: 0.00 per unit/month for: $0
- Total Non Rental Income: $5.03 per unit/month for: $740
- Provision for Vacancy & Collection Loss: 7.50% of Potential Gross Income: (11,331)
- Rental Concessions: $139,747
- Effective Gross Monthly Income: $139,747

x 12 = Effective Gross Annual Income: $1,676,966

Self Score Total: 135

2/27/2020
## Rent Schedule (Continued)

### HOUSING

<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>10% 8% 12</td>
</tr>
<tr>
<td>TC40%</td>
<td>10% 8% 12</td>
</tr>
<tr>
<td>TC50%</td>
<td>36% 29% 43</td>
</tr>
<tr>
<td>TC60%</td>
<td>33% 27% 40</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>11% 9% 13</td>
</tr>
</tbody>
</table>

**HTC Li Total** 120
**EO** 0
**MR** 23% 18% 27
**MR Total** 18% 27
**Total HTC Units** 147

### TAX CREDITS

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
</tr>
<tr>
<td>NHTF Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
</tr>
</tbody>
</table>

### DIRECT LOAN (NHTF)

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
</tr>
</tbody>
</table>

**MRB Li Total** 0
**MRBMR** 0
**MRBMR Total** 0
**MRB Total** 0

### MORTGAGE REVENUE

**DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)**

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
</tr>
<tr>
<td>LH/50%</td>
<td>0</td>
</tr>
<tr>
<td>HH/60%</td>
<td>0</td>
</tr>
<tr>
<td>HH/80%</td>
<td>0</td>
</tr>
</tbody>
</table>

**Direct Loan Li Total** 0
**EO** 0
**MR** 0
**MR Total** 0
**Direct Loan Total** 0

### OTHER

<table>
<thead>
<tr>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total OT Units</td>
<td>0</td>
</tr>
</tbody>
</table>

### BEDROOMS

<table>
<thead>
<tr>
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<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
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<td>0</td>
</tr>
<tr>
<td>1</td>
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<td>111</td>
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<tr>
<td>2</td>
<td>36</td>
<td>36</td>
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<tr>
<td>3</td>
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<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### ACQUISITION + HARD

- **Cost Per Sq. Ft** $115.76

### HARD

- **Cost Per Sq. Ft** $115.76

### BUILDING

- **Cost Per Sq. Ft** $101.52

---

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.

2/27/2020
### 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>$</td>
<td>7</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td>HACA 1/2019</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>$</td>
<td>4</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>HACA 1/2019</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>$</td>
<td>24</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td>HACA 1/2019</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>$</td>
<td>11</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td>HACA 1/2019</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>$</td>
<td>8</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td>HACA 1/2019</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td>$</td>
<td>-</td>
<td>54.0</td>
<td>71.0</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 2/27/2020
### Allowances for Tenant-Furnished Utilities and Other Services

**Locality:** Housing Authority of the City of Austin, TX  
**Unit Type:** Multi-Family (Apartment)

<table>
<thead>
<tr>
<th>Utility or Service:</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$8.00</td>
<td>$9.00</td>
<td>$10.00</td>
<td>$11.00</td>
<td>$12.00</td>
<td>$13.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$6.00</td>
<td>$7.00</td>
<td>$9.00</td>
<td>$11.00</td>
<td>$12.00</td>
<td>$14.00</td>
</tr>
<tr>
<td>d. Oil / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$2.00</td>
<td>$2.00</td>
<td>$3.00</td>
<td>$4.00</td>
<td>$5.00</td>
<td>$6.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$3.00</td>
<td>$4.00</td>
<td>$5.00</td>
<td>$7.00</td>
<td>$9.00</td>
<td>$10.00</td>
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<tr>
<td><strong>Other Electric &amp; Cooling</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric (Lights &amp; Appliances) (Includes Monthly Charge)</td>
<td>$22.00</td>
<td>$24.00</td>
<td>$30.00</td>
<td>$35.00</td>
<td>$41.00</td>
<td>$46.00</td>
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<tr>
<td>Air Conditioning</td>
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<td>$11.00</td>
<td>$16.00</td>
<td>$20.00</td>
<td>$25.00</td>
<td>$29.00</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
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<td>$4.00</td>
<td>$6.00</td>
<td>$8.00</td>
<td>$10.00</td>
<td>$12.00</td>
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<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$7.00</td>
<td>$8.00</td>
<td>$11.00</td>
<td>$13.00</td>
<td>$15.00</td>
<td>$18.00</td>
</tr>
<tr>
<td>d. Oil / Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water, Sewer, Trash Collection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>$37.00</td>
<td>$38.00</td>
<td>$45.00</td>
<td>$53.00</td>
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<td>$71.00</td>
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<td>$111.00</td>
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<td>$29.00</td>
<td>$29.00</td>
<td>$30.00</td>
<td>$30.00</td>
<td>$36.00</td>
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<tr>
<td><strong>Tenant-supplied Appliances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range / Microwave</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
<td>$11.00</td>
</tr>
<tr>
<td>Refrigerator</td>
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<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
<td>$12.00</td>
</tr>
<tr>
<td><strong>Other--specify: Monthly Charges</strong></td>
<td></td>
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<td>Natural Gas Charge</td>
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<td>$20.00</td>
<td>$20.00</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

**Actual Family Allowances**  
To be used by the family to compute allowance. *Complete below for the actual unit rented.*

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$</td>
</tr>
<tr>
<td>Cooking</td>
<td>$</td>
</tr>
<tr>
<td>Other Electric</td>
<td>$</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$</td>
</tr>
<tr>
<td>Water Heating</td>
<td>$</td>
</tr>
<tr>
<td>Water</td>
<td>$</td>
</tr>
<tr>
<td>Sewer</td>
<td>$</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$</td>
</tr>
<tr>
<td>Range / Microwave</td>
<td>$</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>

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**Adapted from form HUD-52667**

**The Nelrod Company 1/2019 Update**

**Attachment 1**

**ITEM NO.5 - Page 5 of 103**
## ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General &amp; Administrative Expenses</strong></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>$12,000</td>
</tr>
<tr>
<td>Advertising</td>
<td></td>
</tr>
<tr>
<td>Legal fees</td>
<td>$500</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$15,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$15,000</td>
</tr>
<tr>
<td>Other professional dues, overnight delivery, travel</td>
<td>$15,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$57,500</td>
</tr>
<tr>
<td><strong>Management Fee:</strong></td>
<td></td>
</tr>
<tr>
<td>Percent of Effective Gross Income:</td>
<td>5.18%</td>
</tr>
<tr>
<td><strong>Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td></td>
</tr>
<tr>
<td>Management</td>
<td>$115,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$80,000</td>
</tr>
<tr>
<td>Other</td>
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</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$195,000</td>
</tr>
<tr>
<td><strong>Repairs &amp; Maintenance</strong></td>
<td></td>
</tr>
<tr>
<td>Elevator</td>
<td>$10,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$5,000</td>
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<tr>
<td>Grounds</td>
<td>$15,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$23,500</td>
</tr>
<tr>
<td>Repairs</td>
<td>$23,500</td>
</tr>
<tr>
<td>Pool</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$82,000</td>
</tr>
<tr>
<td><strong>Utilities (Enter Only Property Paid Expense)</strong></td>
<td></td>
</tr>
<tr>
<td>Electric West Wildflower Terrace</td>
<td>$39,000</td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash West Wildflower Terrace</td>
<td>$8,000</td>
</tr>
<tr>
<td>Water/Sewer West Wildflower Terrace</td>
<td>$60,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$107,000</td>
</tr>
<tr>
<td><strong>Annual Property Insurance:</strong></td>
<td></td>
</tr>
<tr>
<td>Rate per net rentable square foot:</td>
<td>$0.34</td>
</tr>
<tr>
<td><strong>Property Taxes:</strong></td>
<td></td>
</tr>
<tr>
<td>Published Capitalization Rate:</td>
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</tr>
<tr>
<td>Source:</td>
<td></td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$148,000</td>
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<tr>
<td>Payments in Lieu of Taxes</td>
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</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td>$148,000</td>
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<tr>
<td><strong>Reserve for Replacements:</strong></td>
<td></td>
</tr>
<tr>
<td>Annual reserves per unit:</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Other Expenses</strong></td>
<td></td>
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<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$5,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$5,920</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td></td>
</tr>
<tr>
<td>Bond Trustee Fees (ALL Tax-Exempt Bond Developments)</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
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<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$10,920</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td></td>
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<tr>
<td>Expense per unit:</td>
<td>$5197</td>
</tr>
<tr>
<td>Expense to Income Ratio:</td>
<td>45.56%</td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME (before debt service):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>JPMorgan Chase Bank, N.A.</strong></td>
<td>$766,515</td>
</tr>
<tr>
<td><strong>TDHCA Bond-Issuer Admin Fee (0.10%)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL DEBT SERVICE</strong></td>
<td></td>
</tr>
<tr>
<td>Debt Coverage Ratio:</td>
<td>1.19</td>
</tr>
<tr>
<td><strong>NET CASH FLOW</strong></td>
<td></td>
</tr>
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</table>
| **2/27/2020**
## INCOME

<table>
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<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><strong>POTENTIAL GROSS ANNUAL RENTAL INCOME</strong></td>
<td>$1,804,056</td>
<td>$1,840,137</td>
<td>$1,876,940</td>
<td>$1,914,479</td>
<td>$1,952,768</td>
<td>$2,156,014</td>
<td>$2,380,414</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$ 8,880</td>
<td>$ 9,058</td>
<td>$ 9,239</td>
<td>$ 9,424</td>
<td>$ 9,612</td>
<td>$10,612</td>
<td>$ 11,717</td>
</tr>
<tr>
<td><strong>POTENTIAL GROSS ANNUAL INCOME</strong></td>
<td>$1,812,936</td>
<td>$1,849,195</td>
<td>$1,886,179</td>
<td>$1,923,902</td>
<td>$1,962,380</td>
<td>$2,166,626</td>
<td>$2,392,131</td>
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<td>$(141,463)</td>
<td>$(144,293)</td>
<td>$(147,179)</td>
<td>$(162,497)</td>
<td>$(179,410)</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>
<td>$ 0</td>
</tr>
<tr>
<td><strong>EFFECTIVE GROSS ANNUAL INCOME</strong></td>
<td>$1,676,966</td>
<td>$1,710,505</td>
<td>$1,744,715</td>
<td>$1,779,610</td>
<td>$1,815,202</td>
<td>$2,004,129</td>
<td>$2,212,721</td>
</tr>
</tbody>
</table>

## EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
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<td>$57,500</td>
<td>$59,225</td>
<td>$61,002</td>
<td>$62,832</td>
<td>$64,717</td>
<td>$75,024</td>
<td>$86,974</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$ 86,847</td>
<td>$ 88,584</td>
<td>$ 90,356</td>
<td>$ 92,163</td>
<td>$ 94,006</td>
<td>$103,790</td>
<td>$114,593</td>
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<td>$294,955</td>
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<td>$ 86,994</td>
<td>$ 89,604</td>
<td>$ 92,292</td>
<td>$106,991</td>
<td>$124,032</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$ 39,000</td>
<td>$ 40,170</td>
<td>$ 41,375</td>
<td>$ 42,616</td>
<td>$ 43,895</td>
<td>$ 50,886</td>
<td>$ 58,991</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$ 68,000</td>
<td>$ 70,040</td>
<td>$ 72,141</td>
<td>$ 74,305</td>
<td>$ 76,535</td>
<td>$ 88,725</td>
<td>$102,856</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$ 40,000</td>
<td>$ 41,200</td>
<td>$ 42,436</td>
<td>$ 43,709</td>
<td>$ 45,020</td>
<td>$ 52,191</td>
<td>$ 60,504</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$ 148,000</td>
<td>$ 152,440</td>
<td>$ 157,013</td>
<td>$ 161,724</td>
<td>$ 166,575</td>
<td>$193,106</td>
<td>$223,863</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$ 36,750</td>
<td>$ 37,853</td>
<td>$ 38,988</td>
<td>$ 40,158</td>
<td>$ 41,362</td>
<td>$ 47,950</td>
<td>$ 55,588</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$ 10,920</td>
<td>$ 11,248</td>
<td>$ 11,585</td>
<td>$ 11,933</td>
<td>$ 12,291</td>
<td>$ 14,248</td>
<td>$ 16,517</td>
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<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td>$764,017</td>
<td>$786,069</td>
<td>$808,765</td>
<td>$832,125</td>
<td>$856,167</td>
<td>$987,343</td>
<td>$1,138,873</td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME</strong></td>
<td>$912,949</td>
<td>$924,436</td>
<td>$935,950</td>
<td>$947,485</td>
<td>$959,035</td>
<td>$1,016,786</td>
<td>$1,073,848</td>
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</tbody>
</table>

## DEBT SERVICE

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</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$766,515</td>
<td>$766,515</td>
<td>$766,515</td>
<td>$766,515</td>
<td>$766,515</td>
<td>$766,515</td>
<td>$766,515</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$146,434</td>
<td>$157,921</td>
<td>$169,435</td>
<td>$180,970</td>
<td>$192,520</td>
<td>$250,271</td>
<td>$307,333</td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$146,434</td>
<td>$304,355</td>
<td>$473,790</td>
<td>$654,760</td>
<td>$847,280</td>
<td>$1,954,257</td>
<td>$3,348,265</td>
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</tbody>
</table>

## Debt Coverage Ratio

<table>
<thead>
<tr>
<th></th>
<th>1.19</th>
<th>1.21</th>
<th>1.22</th>
<th>1.24</th>
<th>1.25</th>
<th>1.33</th>
<th>1.40</th>
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<tbody>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<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 1.15 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**

**Printed Name**

**Phone:**

**Email:**

**Date:**

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Date**

If a revised form is submitted, date of submission: 2/27/2020
# 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.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
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<td>($179,410)</td>
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<td>50</td>
<td>50</td>
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</tr>
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<tr>
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<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$766,515</td>
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<td>1.22</td>
<td>1.24</td>
<td>1.25</td>
<td>1.33</td>
<td>1.40</td>
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Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Date: 2/27/20

Printed Name: Dan Kierce

Phone: 713-268-3333

Email: Dan.Kierce@HewettCo.com

Date: 2/27/20

If a revised form is submitted, date of submission:
Off-Site Cost Breakdown

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, or 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, all costs listed here should be able to be justified in another place in the application.

**Columns A and C:** 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.</th>
<th>Activity</th>
<th>B.</th>
<th>Labor or Unit Price</th>
<th>C.</th>
<th>Materials or # of Units</th>
<th>D.</th>
<th>Total Construction Costs</th>
<th>E.</th>
<th>Acquisition Costs</th>
<th>F.</th>
<th>Engineering / Architectural Costs</th>
<th>G.</th>
<th>Total Activity Costs</th>
</tr>
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<tbody>
<tr>
<td>N/A</td>
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</tr>
</tbody>
</table>

**Total**

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission: 2/27/2020

Seal
Site Work Cost Breakdown

his 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.**

or 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>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></td>
<td></td>
<td>$150,000.00</td>
<td></td>
<td></td>
<td>$150,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td></td>
<td></td>
<td>335,900</td>
<td></td>
<td></td>
<td>$335,900</td>
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<tr>
<td>Fine grading</td>
<td></td>
<td></td>
<td>22,200</td>
<td></td>
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<td>$22,200</td>
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<tr>
<td>Onsite concrete</td>
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<td></td>
<td>10,500</td>
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<tr>
<td>Electrical</td>
<td></td>
<td></td>
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<td></td>
<td>$50,000</td>
</tr>
<tr>
<td>Onsite paving</td>
<td></td>
<td></td>
<td>277,365</td>
<td></td>
<td></td>
<td>$277,365</td>
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<tr>
<td>Onsite utilities</td>
<td></td>
<td></td>
<td>426,860</td>
<td></td>
<td></td>
<td>$426,860</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td></td>
<td></td>
<td>20,000</td>
<td></td>
<td></td>
<td>$20,000</td>
</tr>
<tr>
<td>Striping, bumper stops</td>
<td></td>
<td></td>
<td>9,500</td>
<td></td>
<td></td>
<td>$9,500</td>
</tr>
<tr>
<td>Sub-surface Detention</td>
<td></td>
<td></td>
<td>100,000</td>
<td></td>
<td></td>
<td>$100,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,402,325</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: [Signature]

Printed Name: [LANCE ROSENFIELD]

Date: [2/27/2020]

If a revised form is submitted, date of submission: [ ]
## 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>3,600,000</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$3,625,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>335,900</td>
<td>335,900</td>
</tr>
<tr>
<td>Fine grading</td>
<td>22,200</td>
<td>22,200</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>10,500</td>
<td>10,500</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>277,365</td>
<td>277,365</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>426,860</td>
<td>426,860</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>9,500</td>
<td>9,500</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,302,325</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>266,400</td>
<td>266,400</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Fencing</td>
<td>44,225</td>
<td>44,225</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
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<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$525,625</td>
<td>$0</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).
<table>
<thead>
<tr>
<th>BUILDING COSTS*</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>1,112,726</td>
<td>1,112,726</td>
</tr>
<tr>
<td>Masonry</td>
<td>679,852</td>
<td>679,852</td>
</tr>
<tr>
<td>Metals</td>
<td>293,400</td>
<td>293,400</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>3,002,297</td>
<td>3,002,297</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>296,000</td>
<td>296,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>365,000</td>
<td>365,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>524,000</td>
<td>524,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,511,850</td>
<td>1,511,850</td>
</tr>
<tr>
<td>Specialties</td>
<td>670,270</td>
<td>670,270</td>
</tr>
<tr>
<td>Equipment</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Furnishings</td>
<td>307,100</td>
<td>307,100</td>
</tr>
<tr>
<td>Special Construction</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>220,000</td>
<td>220,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,748,640</td>
<td>1,748,640</td>
</tr>
<tr>
<td>Electrical</td>
<td>1,251,200</td>
<td>1,251,200</td>
</tr>
</tbody>
</table>

Individualize costs below:
- Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs

Other (specify) - see footnote 1

Subtotal Building Costs Before 11.9(e)(2) $12,007,335

Voluntary Eligible Building Costs (After 11.9(e)(2))
- Enter amount to be used to achieve desired score.

Voluntary Eligible Building Costs: $81.51 psf, $9,640,000

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 in 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) $13,835,285 $0 $11,137,950

Contingency 5.62% $778,080 $778,080

TOTAL HARD COSTS $14,613,365 $0 $12,096,030

OTHER CONSTRUCTION COSTS
- General requirements (<6%) 5.34% 780,000 685,000 5.66%
- Field supervision (within GR limit) 1.64% 240,000 225,000 1.86%
- Contractor profit (<6%) 5.34% 780,000 685,000 5.66%

TOTAL CONTRACTOR FEES $1,800,000 $0 $1,595,000

TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2) $16,413,365 $0 $13,691,030

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))
- Enter amount to be used to achieve desired score.

Voluntary Eligible "Hard Costs": $0.00 psf

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible 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 in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

2/27/2020
### Soft Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>600,000</td>
<td>600,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>175,000</td>
<td>175,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>700,000</td>
<td>700,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>9,000</td>
<td>9,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Survey</td>
<td>25,000</td>
<td>25,000</td>
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<tr>
<td>Marketing</td>
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<tr>
<td>Hazard &amp; liability insurance</td>
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<td>150,000</td>
</tr>
<tr>
<td>Real property taxes</td>
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</tr>
<tr>
<td>Tenant Relocation</td>
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<td>FFE</td>
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<tr>
<td>Soft cost contingency</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
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<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td><strong>$2,199,000</strong></td>
<td><strong>$0</strong></td>
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### Financing

#### Construction Loan(s)

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<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>644,000</td>
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</tr>
<tr>
<td>Loan origination fees</td>
<td>161,000</td>
<td>161,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Inspection fees</td>
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<tr>
<td>Credit Report</td>
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<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
</tbody>
</table>

#### Permanent Loan(s)

<table>
<thead>
<tr>
<th>Item</th>
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</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
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<td>Title &amp; recording fees</td>
<td>75,000</td>
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<tr>
<td>Closing costs &amp; legal</td>
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<tr>
<td>Bond premium</td>
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<tr>
<td>Credit report</td>
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</tr>
<tr>
<td>Discount points</td>
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<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</table>

#### Bridge Loan(s)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
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<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>$64,340</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>$125,000</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>$75,000</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: $1,453,715

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>$2,908,000</td>
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<tr>
<td>General &amp; administrative</td>
<td>$2,530,000</td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Developer Fees: $5,438,000 (15.00%)

### RESERVES

<table>
<thead>
<tr>
<th>Reserves</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>$788,733</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></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: $788,733

*Any existing reserve amounts should be listed on the Schedule of Sources.

TOTAL HOUSING DEVELOPMENT COSTS: $27,387,813

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 §42(d)(5)
- Historic Credits (residential portion only)

**Total Eligible Basis**: $0

**High Cost Area Adjustment (100% or 130%)**: 130%

**Total Adjusted Basis**: $0

**Applicable Fraction**: 82%

**Total Qualified Basis**: $20,680,432

**Applicable Percentage**: 9.00%

**Credits Supported by Eligible Basis**: $1,861,239

Credit Request (from 17. Development Narrative): $1,500,000

**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 rounding down to the maximum dollar figure to support the elected points.*

Name of contact for Cost Estimate: Steve Sivells

Phone Number for Contact: (972) 980-9810

If a revised form is submitted, date of submission: 2/27/2020
# 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></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td><strong>Debt</strong></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>$0</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>JPMorgan Chase Bank, N.A</td>
<td>Conventional Loan</td>
<td>$16,100,000</td>
<td>4.00%</td>
<td>$11,250,000</td>
<td>5.50%</td>
</tr>
<tr>
<td>City of Austin</td>
<td>Local Government Loan</td>
<td>$1,000,000</td>
<td>0.00%</td>
<td>$1,000,000</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RBC Community Investments</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$10,918,908</td>
<td>$13,648,635</td>
<td>0.91</td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee Waivers</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$700,000</td>
<td>$700,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td>DMA Development Company/JSA Dev</td>
<td>$789,178</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td>$28,718,908</td>
<td>$27,387,813</td>
<td>$27,387,813</td>
<td></td>
</tr>
</tbody>
</table>

2/27/2020
<table>
<thead>
<tr>
<th>INSTRUCTIONS:</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments).</strong> 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).</td>
<td></td>
</tr>
<tr>
<td><strong>The sources and uses are as indicated above. We have applied for the City of Austin loan and expect a commitment in July or August of 2020.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>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.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Replacement reserves are $250 per unit per annum which is industry standard.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>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.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

---

**Signature, Authorized Representative, Construction or Permanent Lender**

**Printed Name**

**Date**

Telephone: __________________________

Email address: __________________________

If a revised form is submitted, date of submission: __________________________

2/27/2020
**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.

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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

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]  
Signature, Authorized Representative, Construction or Permanent Lender  
![Printed Name]  
Printed Name  
![Date]  
Date  

![Telephone]  
Telephone: 713-216-8393  
![Email address]  
Email address: Ken.L.Orth@hud.gov  

If a revised form is submitted, date of submission:  

2/27/2020
Financial Capacity (10 TAC §13.8(c)(8))
If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party Certified Public Accountant verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; or
- Evidence of a line of credit or equivalent tool in the sole determination of the Department equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(9))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 10% of Total Housing Development Costs; and
- evidence through submission of this Application that the Direct Loan amount requested is not greater than 80% of the Total Housing Development Costs

Owner Equity Requirements for ALL Applications (10 TAC §11.204(7)(C))
As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner’s bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Match Funds (Multifamily Direct Loan Applications Only) [§13.2(9)]

Match as required by the applicable NOFA must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(9) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>
### Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Name of the Local Political Subdivision providing the funding: City of Austin</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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>
<td>X</td>
</tr>
<tr>
<td>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>
<td>X</td>
</tr>
<tr>
<td>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>
<td></td>
</tr>
</tbody>
</table>

| Total Points Claimed: | 1 |

| Eligible Pro-Forma and letter stating the Development is financially feasible. | 24 |
| Eligible Pro-Forma and letter stating Development and Principals are acceptable. | 26 |

| Total Points Claimed: | 26 |

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

| Percent of Units restricted to serve households at or below 30% of AMGI | 8% |
| HTC funding request as a percent of Total Housing Development Cost | 5.48% |

**Eligibility for points:**

- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding | 0 |
- Housing Tax Credit Request | 3 |
- Housing Tax Credit Request | 2 |
- Housing Tax Credit Request | 1 |

* Be sure no more than 50% of Developer fees are deferred.

| Total Points Claimed: | 3 |
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- 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.

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)

- 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.

- 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)]

- Evidence of Rental Assistance/Subsidy

2/27/2020
# 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.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1 ($1,804,056)</th>
<th>YEAR 2 ($1,840,137)</th>
<th>YEAR 3 ($1,876,940)</th>
<th>YEAR 4 ($1,914,479)</th>
<th>YEAR 5 ($1,952,768)</th>
<th>YEAR 10 ($2,156,014)</th>
<th>YEAR 15 ($2,380,414)</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,804,056</td>
<td>$1,840,137</td>
<td>$1,876,940</td>
<td>$1,914,479</td>
<td>$1,952,768</td>
<td>$2,156,014</td>
<td>$2,380,414</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$8,880</td>
<td>$9,058</td>
<td>$9,239</td>
<td>$9,424</td>
<td>$9,612</td>
<td>$10,612</td>
<td>$11,717</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,812,936</td>
<td>$1,849,195</td>
<td>$1,886,179</td>
<td>$1,923,902</td>
<td>$1,962,380</td>
<td>$2,166,626</td>
<td>$2,392,131</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($139,970)</td>
<td>($138,690)</td>
<td>($141,463)</td>
<td>($144,293)</td>
<td>($147,179)</td>
<td>($162,497)</td>
<td>($179,410)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,674,966</td>
<td>$1,710,505</td>
<td>$1,744,715</td>
<td>$1,779,610</td>
<td>$1,815,202</td>
<td>$2,004,129</td>
<td>$2,212,721</td>
</tr>
</tbody>
</table>

| EXPENSES                                     |                     |                     |                     |                     |                     |                     |                     |
| General & Administrative Expenses            | $57,500             | $59,225             | $61,002             | $62,832             | $64,717             | $75,024              | $86,974              |
| Management Fee                               | $86,847             | $88,584             | $90,356             | $92,163             | $94,006             | $103,790             | $114,593             |
| Payroll, Payroll Tax & Employee Benefits     | $195,000            | $200,850            | $206,876            | $213,082            | $219,474            | $254,431             | $294,955             |
| Repairs & Maintenance                        | $82,000             | $84,600             | $86,994             | $89,604             | $92,292             | $106,991             | $124,032             |
| Electric & Gas Utilities                     | $39,000             | $40,170             | $41,375             | $42,616             | $43,895             | $50,886              | $58,991              |
| Water, Sewer & Trash Utilities              | $68,000             | $70,040             | $72,141             | $74,305             | $76,535             | $88,725              | $102,856             |
| Annual Property Insurance Premiums           | $40,000             | $41,200             | $42,436             | $43,709             | $45,020             | $52,191              | $60,504              |
| Property Tax                                 | $148,000            | $152,440            | $157,013            | $161,724            | $166,575            | $193,106             | $223,863             |
| Reserve for Replacements                     | $36,750             | $37,853             | $38,988             | $40,158             | $41,362             | $47,950              | $55,588              |
| Other Expenses                               | $10,920             | $11,248             | $11,585             | $11,933             | $12,291             | $14,248              | $16,517              |
| TOTAL ANNUAL EXPENSES                        | $764,017            | $780,069            | $780,765            | $783,125            | $785,167            | $787,343             | $1,138,873           |
| NET OPERATING INCOME                         | $912,949            | $924,436            | $935,950            | $947,485            | $959,035            | $1,016,786           | $1,073,848           |

| DEBT SERVICE                                  |                     |                     |                     |                     |                     |                     |                     |
| First Deed of Trust Annual Loan Payment      | $766,515            | $766,515            | $766,515            | $766,515            | $766,515            | $766,515            | $766,515            |
| Second Deed of Trust Annual Loan Payment     |                     |                     |                     |                     |                     |                     |                     |
| Third Deed of Trust Annual Loan Payment      |                     |                     |                     |                     |                     |                     |                     |
| Other Annual Required Payment                |                     |                     |                     |                     |                     |                     |                     |
| Other Annual Required Payment                |                     |                     |                     |                     |                     |                     |                     |
| ANNUAL NET CASH FLOW                         | $146,434            | $157,921            | $169,435            | $180,970            | $192,520            | $250,271             | $307,333             |
| CUMULATIVE NET CASH FLOW                     | $146,434            | $304,355            | $473,790            | $654,760            | $847,280            | $1,954,257           | $3,348,265           |
| Debt Coverage Ratio                          | 1.19                | 1.21                | 1.22                | 1.24                | 1.25                | 1.33                 | 1.40                 |
| Other (Describe)                             |                     |                     |                     |                     |                     |                     |                     |
| Other (Describe)                             |                     |                     |                     |                     |                     |                     |                     |

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**

By: [Signature]

Printed Name: [Printed Name]

Date: [2/27/2020]

**Signature, Authorized Representative, Syndicator**

By: [Signature]

Printed Name: [Printed Name]

Date: [2/27/2020]
February 27, 2020

Austin McNeil DMA Housing, LLC
c/o DMA Development Company
Attn: Diana McIver
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746

Re: Arbor Park
Austin, Texas
TDHCA Application #20192

Dear Diana,

I have received and reviewed the 15 year pro forma for Ella Grand in Houston, Texas. The attached pro forma, which has been reviewed and executed by an authorized representative of JPMorgan Chase Bank, N.A. Community Development Banking projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower. JPMorgan Chase has not independently verified any such information.

The attached 15 year pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years of operation following stabilization. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to JPMorgan Chase Bank, N.A. Community Development Banking due diligence review and revision.

Additionally, JPMorgan Chase Bank, N.A. Community Development Banking has performed a preliminary review of the credit worthiness of Austin McNeil DMA Housing, LLC, and its Principals DMA Community Ventures, LLC and JSA Community Ventures II, LLC. At this time, JPMorgan Chase Bank, N.A. Community Development Banking has no reservations with any of the Principals or Guarantors of the borrower to this point, and is subject to JPMorgan Chase due diligence review and revision.
Please be advised that this letter does not represent a commitment by JPMorgan Chase to provide financing for the Development nor an offer to commit. Any such commitment would be subject to receipt and satisfactory review of all then-current due diligence materials required by JPMorgan Chase and to change as described above. JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,
JPMORGAN CHASE BANK, N.A.

[Signature]

Ken L. Overshiner
Authorized Officer
February 27, 2020

Austin McNeil DMA Housing, LLC
c/o DMA Development Company
Attn: Diana McIver
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746

Re: Arbor Park
Austin, Texas
TDHCA Application #20192

Dear Diana,

Thank you for considering JPMorgan Chase Bank, N.A. (“JPMorgan Chase” or “Lender”) as a potential construction lender for the development of affordable rental housing to be known as Arbor Park, to be located in Austin, Texas. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but is rather intended to serve as the basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received and credit approval has been obtained.

Borrower: Austin McNeil DMA Housing, LLC a to-be-formed single-asset entity affiliated with the Developer.

Developer: DMA Development Company, LLC

Project: Arbor Park Grand will contain 147 units and will be located in Austin, Texas

Amount: Approximately $16,100,000 subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.

Initial Term: 24 months.

Interest Rate: One Month Libor + 240bps. Lender is utilizing a 4.00% interest rate.
Commitment Fee: 1% of the loan amount.

Extension Option: One, conditional, six-month maturity extension.

Extension Fee: 0.25% of the remaining loan commitment amount.

Collateral: First mortgage; other typical pledges and assignments.

Guarantee: Full payment and completion guaranties and environmental indemnity by DMA Development Company, LLC and Diana McIver.

Developer Fee: Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval and control.

Tax Credit Equity: Approximately $13,648,635. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.

Subordinate Liens: Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase and Impact.

Repayment: Construction Loan will be repaid with principal reductions from equity funded at or subsequent to construction completion and the Permanent Loan.

Loan to Value: Up to 80% including the value of the real estate and tax credits.

Permanent Loan: A commitment for a permanent loan acceptable to Lender.

Contract Bonding: 100% Payment and Performance Bonds from “A” rated surety.

Additional Sources: Lender acknowledges all sources and their terms of all other anticipated sources of funds for this project based on the attached Sources and Uses signed by Lender.

**Permanent Loan**

Amount: $11,250,000 subject to final underwriting. Permanent Loan to be sold to Impact CIL, LLC (“Impact”) in accordance with, and subject to satisfaction of, Impact’s requirements.

Forward Commitment: 24 months plus one six-month option.
Fees: Loan Fee: 0.75% of perm loan, payable at Construction Loan closing. Conversion Fee: $10,000, payable at Permanent Loan closing.

Interest Rates: The applicable interest rate for the Permanent Loan shall be locked at Construction Loan closing. The Lender is utilizing an underwriting rate of 5.50%.

**Please note that credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to commitment.**

Rate Lock: Forward rate lock must be secured by a second lien subordinate note. The subordinate note is equal to the lesser of 3% of the Permanent Loan amount or Yield Maintenance Amount. At stabilization/conversion closing, the secured subordinate lien will be released. Security forfeited if loan does not convert.

Term: 15 years.

Amortization: 30 years.

Collateral: First mortgage; other typical pledges and assignments.

Guarantee: After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.

Loan to Value: Up to 85% of the stabilized rent-restricted value.

Conversion Requirements:
- 1.15x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment. Commercial income will be excluded from DSCR analysis.
- 90% economic and physical occupancy for 90 days

Prepayment Terms: Prepayments are subject to yield maintenance, except for the last three years of the term. During the last three years, the prepayment fee will be 1% of the loan balance. There is no prepayment fee during the final 90 days of the term.

Escrows/Reserves: Escrows required for property taxes, insurance, and replacement reserves. Minimum replacement reserve of $250/unit/year or as required by Equity. Debt service reserve (if required) shall be funded with a minimum contribution of six months of debt service expense.
We appreciate the opportunity to provide construction and permanent financing for the proposed project. This letter, which expires November 30, 2020, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender. Please note, JPMorgan Chase Bank N.A. cannot extend any lending commitment until formal approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMORGAN CHASE BANK, N.A.
Ken L. Overshiner
Authorized Officer
February 27, 2020

Austin McNeil DMA Housing, LLC
c/o DMA Development Company
Attn: Diana McIver
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746

Re: Arbor Park
Austin, Texas
TDHCA Application #20192

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Interest Rate: One Month Libor + 240bps. Lender is utilizing a 4.00% interest rate.
Commitment Fee: 1% of the loan amount.

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Extension Fee: 0.25% of the remaining loan commitment amount.

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Tax Credit Equity: Approximately $13,648,635. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.

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Permanent Loan: A commitment for a permanent loan acceptable to Lender.

Contract Bonding: 100% Payment and Performance Bonds from “A” rated surety.

Additional Sources: Lender acknowledges all sources and their terms of all other anticipated sources of funds for this project based on the attached Sources and Uses signed by Lender.

Income Averaging: Bank acknowledges that Borrower intends to elect the Income Averaging method.
**Permanent Loan**

**Amount:** $11,250,000 subject to final underwriting. Permanent Loan to be sold to Impact CIL, LLC (“Impact”) in accordance with, and subject to satisfaction of, Impact’s requirements.

**Forward Commitment:** 24 months plus one six-month option.

**Fees:**
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**Interest Rate:**
- The applicable interest rate for the Permanent Loan shall be locked at Construction Loan closing. The Lender is utilizing an underwriting rate of 5.50%.

*Please note that credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to commitment.*

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- Forward rate lock must be secured by a second lien subordinate note. The subordinate note is equal to the lesser of 3% of the Permanent Loan amount or Yield Maintenance Amount. At stabilization/conversion closing, the secured subordinate lien will be released. Security forfeited if loan does not convert.

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**Loan to Value:** Up to 85% of the stabilized rent-restricted value.

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- 1.15x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment.
- Commercial income will be excluded from DSCR analysis.
- 90% economic and physical occupancy for 90 days.

**Prepayment Terms:**
- Prepayments are subject to yield maintenance, except for the last three years of the term. During the last three years, the prepayment
Elizabeth:

This is from Ken at Chase. It answers your question. While the rate is locked at construction loan closing, it is a different rate than the construction loan rate.

It’s a forward commitment from Impact Capital where the rate for the permanent is locked at closing of the construction loan. However the perm loan isn’t funded until conversion. Impact give us their rates and I’m sure they are based on the 10 year plus a spread, but they don’t disclose their formula. Last week their rate was 4.67%

From: Elizabeth Henderson <elizabeth.henderson@tdhca.state.tx.us>
Sent: Monday, June 1, 2020 12:31 PM
To: Nicole Mwei <NicoleM@dmacompanies.com>
Cc: Janine Sisak <janines@dmacompanies.com>; JoEllen Smith <joellens@dmacompanies.com>
Subject: RE: 20192 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.

Nicole,

I’m looking at the new commitment from Chase and I have run across a question that I didn’t ask. Is the interest rate for the permanent loan going to be calculated based on the same factors as the construction loan interest? They didn’t give a method for the permanent, but in the way that they wrote the sentence, I could believe they’re going to lock whatever the construction interest is at the time of conversion. They don’t really say that so I’m asking whether that’s what your understanding
fee will be 1% of the loan balance. There is no prepayment fee during the final 90 days of the term.

Escrows/Reserves: Escrows required for property taxes, insurance, and replacement reserves. Minimum replacement reserve of $250/unit/year or as required by Equity. Debt service reserve (if required) shall be funded with a minimum contribution of six months of debt service expense.

We appreciate the opportunity to provide construction and permanent financing for the proposed project. This letter, which expires November 30, 2020, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender. Please note, JPMorgan Chase Bank N.A. cannot extend any lending commitment until formal approval has been obtained and a commitment letter has been issued.

Sincerely,

[Signature]

JPMORGAN CHASE BANK, N.A.
Ken L. Overshiner
Authorized Officer
February 13, 2020

Nicole Mwei  
DMA Companies  
4101 Parkstone Heights Drive, Suite 310  
Austin, TX 78746

Re: Application for Gap Funding for Arbor Park (TDHCA #20192)

Dear Nicole Mwei,

The Austin Housing Finance Corporation (AHFC) has received your application for a below-market interest rate loan in the amount of $1,000,000 for the development of Arbor Park to be located at 6306 McNeil Drive, Austin, TX 78729.

AHFC will review your application and determine if it satisfies AHFC’s underwriting guidelines. If approved, the terms of the loan will generally be for a minimum of 40 years at zero percent interest. Repayment of the loan will generally be deferred on a yearly basis and forgiven at the end of the loan period contingent upon compliance with the loan agreement and related loan documents. Generally, there will be no fees or basis points associated with this loan, and the loan will be funded through General Obligation Bonds or other sources as available.

Once a project application has been received, it will follow a tentative quarterly timeline, as delineated below. AHFC will notify applicants throughout this timeline as needed and/or requested.

Fourth Quarter FY 2019- 2020 Development Assistance Calendar for RHDA/OHDA FY 2019 – 2020:

- May 1: Submission Deadline
- June 10: Internal NHCD Review
- July 1: Housing Investment Review Committee Meeting
- August 13: AHFC Board of Directors Meeting/Decision

Sincerely,

James May  
Community Development Manager

Board of Directors: Steve Adler, President ♦ Delia Garza, Vice President  
Natasha Harper-Madison, Director ♦ Sabino Renteria, Director ♦ Gregorio Casar, Director ♦ Ann Kitchen, Director  
James Flannigan, Director ♦ Leslie Pool, Director ♦ Paige Ellis, Director ♦ Kathie Tovo, Director ♦ Alison Alter, Director  
Spencer Cronk, General Manager ♦ Rosie Truelove, Treasurer ♦ Jannette Goodall, Secretary ♦ Anne L. Morgan, General Counsel

*The Austin Housing Finance Corporation is committed to compliance with the American with Disabilities Act and will provide reasonable modifications and equal access to communications upon request.*
May 27, 2020

DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, TX  78746

RE:  Arbor Park

Dear Ms. Sisak,

This letter is to inform you that on May 7, 2020, the Austin Housing Finance Corporation Board has approved funding for your project, Arbor Park, a LIHTC property using income averaging to meet the TDHCA affordability requirements, to be located at 6306 McNeil.

The amount and source of funding is as follows (the source may vary depending on availability):

$2,000,000 – General Obligation Bond funds

A draft of the loan agreement will be prepared by the City of Austin Law Department, and staff will be in contact with you once the documents are ready for your review.

Please let us know if you have any questions. Thank you!

Sincerely,

James B. May, AICP

Community Development Manager
Neighborhood Housing and Community Development
1000 East 11th Street, Austin, Texas 78702
(512) 974-3192
James.May@austintexas.gov

The Austin Housing Finance Corporation is committed to compliance with the American with Disabilities Act and will provide reasonable modifications and equal access to communications upon request.
February 27, 2020

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: TDHCA Application No. 20192 – Arbor Park

Dear Ms. Holloway:

I am writing to confirm the de minimis contribution of development funding by the City of Austin (the “City”) for the Austin DMA’s proposed Austin Travis County Development – Arbor Park.

This project is eligible to have certain development fees waived through the City’s S.M.A.R.T. Housing Ordinance. The ordinance allows full or partial fee waivers in developments in which a portion of the units are affordable for households who earn no more than 80% of the median family income.

Contingent upon the development’s compliance with the City’s S.M.A.R.T. Housing Ordinance, the fee waivers the City will provide are for a direct benefit of the project by reducing development costs approximately $700,000.

Please contact Alex Radike by phone 512.974.3173 or by email at alex.radike@austintexas.gov if you need additional information.

Sincerely,

Regina M. Copic, Real Estate Manager  
Neighborhood Housing and Community Development
February 26, 2020

S.M.A.R.T. Housing Certification
Austin McNeil DMA Housing, LLC – Arbor Park (Project ID 706)

To Whom It May Concern:

Austin McNeil DMA Housing, LLC - (development contact: Janine Sisak: 512.328.3232 x4505 (o); janines@dmacompanies.com) is planning to develop a **147-unit, multi-family** development at 6306 McNeil Drive, Austin TX 78729. The project will be subject to a minimum 5-year affordability period after issuance of a certificate of occupancy, unless funding requirements are longer.

This project is seeking a zoning change and the developer has advised there are no Neighborhood Associations or Neighborhood Contact Plan Teams affected by this development.

Neighborhood Housing and Community Development (NHCD) certifies the proposed project meets the S.M.A.R.T. Housing standards at the pre-submittal stage. Since 8% of the units (12) will serve households at or below 30% MFI, 8% of the units (12) will serve households at or below 40% MFI, 29% of the units (43) will serve households at or below 50% MFI, 27% of the units (40) will serve households at or below 60% MFI and 9% of the units (13) will serve households at or below 80% MFI, and the remaining **27 units** will be market rate units, the development will be eligible for 100% waiver of fees listed in Land Development Code, Chapter 25-1-704, as amended or other fees waived under a separate ordinance with the exception of the Capital Recovery Fees for the **27 market rate units**. **This development is not fully in accordance with the requirements under the Texas Local Government Code, Chapter 395.16(g) and 42 U.S.C. Section 12745 (A)(1) as it relates to how housing qualifies as affordable housing and therefore the 27 market rate units are not eligible to receive any CRF fee waivers under the S.M.A.R.T. Housing Ordinance.** The expected fee waivers include, but are not limited to, the following fees:

- AWU Capital Recovery Fees
- Building Permit
- Concrete Permit
- Electrical Permit
- Mechanical Permit
- Plumbing Permit
- Site Plan Review
- Misc. Site Plan Fee
- Construction Inspection
- Subdivision Plan Review
- Misc. Subdivision Fee
- Zoning Verification
- Land Status Determination
- Building Plan Review
- Parkland Dedication (by separate ordinance)

**Prior to issuance of building permits and starting construction, the developer must:**

- Obtain a signed Conditional Approval from the Austin Energy Green Building Program stating that the plans and specifications for the proposed development meet the criteria for a Green Building Rating. (Contact Austin Energy Green Building: 512-482-5300 or greenbuilding@austintexas.gov).

- Submit plans demonstrating compliance with the required accessibility standards.

**Before a Certificate of Occupancy will be granted, the development must:**
♦ Pass a final inspection and obtain a signed Final Approval from the Green Building Program. (Separate from any other inspections required by the City of Austin or Austin Energy).
♦ Pass a final inspection to certify that the required accessibility standards have been met.
♦ An administrative hold will be placed on the building permit until the following items have been completed: 1) the number of affordable units have been finalized and evidenced through a sealed letter from project architect and/or engineer, 2) a Restrictive Covenant stating the affordability requirements and terms has been filed for record at the Travis County Clerk Office.

This project has received a Transit Oriented Waiver, see Attachment-1

The applicant must demonstrate compliance with S.M.A.R.T. Housing standards after the certificate of occupancy has been issued or repay the City of Austin, in full, the fees waived for this S.M.A.R.T. Housing certification.

Please contact me by phone 512.974.3173 or by email at alex.radtke@austintexas.gov if you need additional information.

Sincerely,

Alex Radtke, Senior Planner  
Neighborhood Housing and Community Development

Cc: Kristin Martinez, AE  Ellis Morgan, NHCD  Jonathan Orenstein, AWU  Mashell Smith, ORES

Attachment 1 – S.M.A.R.T. Housing Transit Oriented Waiver Approval
February 27, 2020

Austin McNeil DMA Housing, LLC
4101 Parkstone Heights Drive
Suite 310
Austin, TX 78746
Attn: Diana McIver

Re: Arbor Park
Austin, TX

Dear Diana:

Thank you for providing us the opportunity to submit a proposal on Arbor Park (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interests in Austin McNeil DMA Housing, LLC, a Texas to-be-formed limited liability company, or similar entity to be formed (the “Company”). RBC Community Investments, LLC its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Community Investments II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Company.

1. **Project and Parties Involved.**

   (a) The Project, located in the City of Austin, State of Texas will consist of 147 apartment units. Within the Project 120 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code. The remaining 27 units will be unrestricted market rate.

   (b) The parties involved with the Project are as follows:

      (i) **Managing Member.** The Managing Member is DMA Arbor Park, LLC, a to-be-formed single purpose, taxable entity, 80% owned by DMA Community Ventures, LLC and 20% owned by JSA Community Ventures II, LLC.

      (ii) **Developer.** The developers are DMA Development Company, LLC and JSA Development Company II, LLC, collectively referred to herein as “Developer”.

      (iii) **Guarantors.** Subject to RBC’s review and approval of financial statements, the Guarantors are DMA Development Company, LLC, and Diana McIver on a joint and several basis.

2. **Purchase Price.** The Interest in the Company will be acquired for a total capital contribution of $13,648,635. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.91. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Company in installments as set forth on Exhibit A.

3. **LIHTC.** The Project anticipates receiving a reservation of 2020 LIHTC in the amount of $1,500,000 annually. The total LIHTC anticipated to be delivered to the Company is $15,000,000. The LIHTC will be available to the Company beginning in 2022.
4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period ("Certified LIHTC") will be determined promptly following receipt of cost certification from the accountants and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.91 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2022 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2022 is less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2022 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2032.

   (c) **Payment by Managing Member.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the Managing Member will make a payment to the Company equal to the amount of such excess, and the Company will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the Managing Member’s capital account.

   (d) **Early Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2022 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2022 is more than the amounts shown in Paragraph 3, RBC’s capital contribution shall be increased by an amount (the “Early Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2022, multiplied by $0.40. This additional capital contribution will be paid by RBC at the time of its final capital contribution and will be applied first to any deferred developer fee, with any remaining amounts released to Net Cash Flow.

   (e) **Upward Capital Adjustment.** If the Certified LIHTC is more than the Projected LIHTC, RBC will pay an additional capital contribution (the “Upward Capital Adjustment”) equal to the product of (i) $0.91 multiplied by (ii) the difference between the Certified LIHTC and the Projected LIHTC. This additional capital contribution will be paid by RBC at the time of its final capital contribution and will be applied first to any deferred developer fee, with any remaining amounts released to Net Cash Flow.

   The aggregate of the Early Delivery Adjustment and Upward Capital Adjustment will not exceed 5% of the total capital contribution.

6. **Managing Member and Guarantor Obligations.** In addition to Paragraph 5(c) above, the Managing Member is responsible for items 6(a) through 6(f) below. Any amounts advanced by the Managing Member will not be considered as loans or capital contributions reimbursable or repayable by the Company unless otherwise stated herein.

   (a) **Construction Completion.** The Managing Member will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to
achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.

(b) Operating Deficits.

(i) Pre-Stabilization. The Managing Member will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and

(ii) Post-Stabilization. Commencing with the Stabilization Date and continuing until the Release Date (defined below), the Managing Member will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the Managing Member under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Company with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

The “Release Date” is the later of:

(A) the fifth anniversary of the Stabilization Date,
(B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) LIHTC Shortfall or Recapture Event. To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the Managing Member will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) Repurchase. The Managing Member will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) Environmental Indemnity. The Managing Member will indemnify RBC against any losses due to environmental condition at the Project.

(f) Developer Fee. The Managing Member will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) Guarantors. The Guarantors will guarantee all of the Managing Member’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. **Reserves.**

(a) Operating Reserves. An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the Managing Member concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) Replacement Reserves. The Company will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.
8. **Fees and Compensation.** The following fees will be paid by the Company for services rendered in organizing, developing and managing the Company and the Project.

(a) **Developer Fee.** The Developer will earn a developer fee of $2,908,000 projected to be paid as follows:

   (i) $639,760 (22.00%) concurrent with RBC’s first capital contribution;
   
   (ii) $639,760 (22.00%) concurrent with RBC’s second capital contribution;
   
   (iii) $429,843 (14.78%) concurrent with RBC’s third capital contribution;
   
   (iv) $409,459 (14.08%) concurrent with RBC’s final capital contribution; and
   
   (v) $789,178 (27.14%) is deferred and paid from net cash flow.

The deferred portion of the developer fee shall accrue interest at 8% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Company debt as well as operating expense and reserve requirements

(b) **Incentive Management Fee.** An incentive management fee will be payable to the Managing Member on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

(c) **Property Management Fee.** The property management fee will not exceed 6% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

(d) **Asset Management Fee.** The Company will pay RBC Manager an annual asset management fee of $10,000 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

(a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and .01 % to the Managing Member.

(b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:

   (i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;
   
   (ii) to RBC Manager for any unpaid asset management fees;
   
   (iii) to the operating reserve to maintain the balance required in Paragraph 7(a);
   
   (iv) to the payment of any unpaid developer fee;
   
   (v) to the payment of the City of Austin loan;
   
   (vi) to the payment of any debts owed to the Managing Member or their affiliates;
(vii) 90% of the remaining cash flow to the Managing Member as an incentive management fee; and

(viii) the balance to the Managing Member, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).

(c) Distributions upon Sale, Liquidation or Refinance. Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:

(i) to payment in full of any Company debts except those due to RBC, RBC Manager, Managing Member and/or their affiliates;

(ii) to the setting up of any required reserves for contingent liabilities or obligations of the Company;

(iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(iv) to RBC Manager for any unpaid asset management fees;

(v) to RBC for any excess or additional capital contributions made by it;

(vi) to the payment of any debts owed to the Managing Member or their affiliates including any unpaid developer fee;

(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

(viii) to RBC in an amount equal to any projected federal income tax incurred as a result of the transaction giving rise to such proceeds; and

(ix) the balance, 90% to the Managing Member, 9% to RBC, and 1% to RBC Manager.

10. Construction. The Managing Member will arrange for a fixed or guaranteed maximum price construction contract. The Contractor’s obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish a construction contingency in an amount not less than 5% of the construction costs, or such greater amount as RBC may reasonably require following its review of construction documents. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Company. The cost of the construction consultant will be paid by the Company.

11. Due Diligence, Opinions and Projections.

(a) Due Diligence: The Managing Member will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The Managing Member agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.
(b) **Legal Opinions.** The Managing Member's counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC’s counsel will prepare a tax opinion and the Managing Member agrees to cooperate to provide all necessary documentation requested by RBC’s counsel.

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12. **Closing Contingencies.** RBC’s obligation to close on the purchase of the Interest will be contingent upon RBC’s receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:

(a) **Project Entity Documents.** Preparation and execution of RBC’s standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.

(b) **Information and Laws.** No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.

(c) **Anticipated Closing Date.** The closing occurring on or before October 31, 2020.

(d) **Third Party Investor.** RBC’s receipt of a firm commitment from a third party investor to purchase from RBC the LP Interest on terms and conditions satisfactory to RBC in its sole discretion.
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

By: __________________________
   Name: Dan Kierce
   Title: Managing Director

The undersigned approves and accepts the terms of this Letter of Intent.

MANAGING MEMBER:

By: __________________________
   Its: Manager
   Date: February 27, 2020

GUARANTORS:

By: __________________________
   Its: Manager
   Date: February 27, 2020

By: __________________________
   Individually
   Date: February 27, 2020
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CAPITAL CONTRIBUTIONS

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Construction/Permanent Loan
- Lender: Chase Bank (or another Lender acceptable to RBC)
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- Maturity: 15 years after Conversion
- Amortization: 30 years after conversion
- Interest Rate: 4.00% during construction, 5.50% upon Conversion
- Collateral: 1st mortgage on Project during construction and upon Conversion (or other collateral acceptable to RBC)

Local Government Loan
- Source: City of Austin
- Amount: $1,000,000
- Maturity: 40 years after Conversion
- Interest Rate: 0%
- Amortization: N/A
- Collateral: 2nd mortgage on Project during construction and upon Conversion (or other collateral acceptable to RBC)

COA Fee Waivers
- Source: A third party acceptable to RBC
- Amount: $700,000
February 27, 2020

Austin McNeil DMA Housing, LLC
4101 Parkstone Heights Drive
Suite 310
Austin, TX 78746
Attn: Diana McIver

Re: Arbor Park
Austin, TX

Dear Diana:

Thank you for providing us the opportunity to submit a proposal on Arbor Park (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interest in Austin McNeil DMA Housing, LLC, a Texas to-be-formed limited liability company, or similar entity to be formed (the “Company”). RBC Community Investments, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Community Investments II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Company.

1. **Project and Parties Involved.**

(a) The Project, located in the City of Austin, State of Texas will consist of 147 apartment units. Within the Project 120 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code. The remaining 27 units will be unrestricted market rate.

(b) The parties involved with the Project are as follows:

(i) **Managing Member.** The Managing Member is DMA Arbor Park, LLC, a to-be-formed single purpose, taxable entity, 80% owned by DMA Community Ventures, LLC and 20% owned by JSA Community Ventures II, LLC.

(ii) **Developer.** The developers are DMA Development Company, LLC and JSA Development Company II, LLC, collectively referred to herein as “Developer”.

(iii) **Guarantors.** Subject to RBC's review and approval of financial statements, the Guarantors are DMA Development Company, LLC, and Diana McIver on a joint and several basis.

2. **Purchase Price.** The Interest in the Company will be acquired for a total capital contribution of $13,648,635. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.91. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Company in installments as set forth on [Exhibit A](#).

3. **LIHTC.** The Project anticipates receiving a reservation of 2020 LIHTC in the amount of $1,500,000 annually. The total LIHTC anticipated to be delivered to the Company is $15,000,000. The LIHTC will be available to the Company beginning in 2022.
4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period ("Certified LIHTC") will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.91 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2022 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2022 is less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2022 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2032.

   (c) **Payment by Managing Member.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the Managing Member will make a payment to the Company equal to the amount of such excess, and the Company will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the Managing Member’s capital account.

   (d) **Early Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2022 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2022 is more than the amounts shown in Paragraph 3, RBC’s capital contribution shall be increased by an amount (the “Early Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2022, multiplied by $0.40. This additional capital contribution will be paid by RBC at the time of its final capital contribution and will be applied first to any deferred developer fee, with any remaining amounts released to Net Cash Flow.

   (e) **Upward Capital Adjustment.** If the Certified LIHTC is more than the Projected LIHTC, RBC will pay an additional capital contribution (the “Upward Capital Adjustment”) equal to the product of (i) $0.91 multiplied by (ii) the difference between the Certified LIHTC and the Projected LIHTC. This additional capital contribution will be paid by RBC at the time of its final capital contribution and will be applied first to any deferred developer fee, with any remaining amounts released to Net Cash Flow.

   The aggregate of the Early Delivery Adjustment and Upward Capital Adjustment will not exceed 5% of the total capital contribution.

6. **Managing Member and Guarantor Obligations.** In addition to Paragraph 5(c) above, the Managing Member is responsible for items 6(a) through 6(f) below. Any amounts advanced by the Managing Member will not be considered as loans or capital contributions reimbursable or repayable by the Company unless otherwise stated herein.

   (a) **Construction Completion.** The Managing Member will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to
achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.

(b) Operating Deficits.

(i) Pre-Stabilization. The Managing Member will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and

(ii) Post-Stabilization. Commencing with the Stabilization Date and continuing until the Release Date (defined below), the Managing Member will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the Managing Member under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Company with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

The “Release Date” is the later of:

(A) the fifth anniversary of the Stabilization Date,
(B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) LIHTC Shortfall or Recapture Event. To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the Managing Member will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) Repurchase. The Managing Member will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) Environmental Indemnity. The Managing Member will indemnify RBC against any losses due to environmental condition at the Project.

(f) Developer Fee. The Managing Member will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) Guarantors. The Guarantors will guarantee all of the Managing Member’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. Reserves.

(a) Operating Reserves. An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the Managing Member concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) Replacement Reserves. The Company will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.
8. **Fees and Compensation.** The following fees will be paid by the Company for services rendered in organizing, developing and managing the Company and the Project.

   (a) **Developer Fee.** The Developer will earn a developer fee of $2,908,000 projected to be paid as follows:
      
      (i) $639,760 (22.00%) concurrent with RBC’s first capital contribution;
      
      (ii) $639,760 (22.00%) concurrent with RBC’s second capital contribution;
      
      (iii) $429,843 (14.78%) concurrent with RBC’s third capital contribution;
      
      (iv) $409,459 (14.08%) concurrent with RBC’s final capital contribution; and
      
      (v) $789,178 (27.14%) is deferred and paid from net cash flow.

      The deferred portion of the developer fee shall accrue interest at 8% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Company debt as well as operating expense and reserve requirements.

   (b) **Incentive Management Fee.** An incentive management fee will be payable to the Managing Member on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

   (c) **Property Management Fee.** The property management fee will not exceed 6% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

   (d) **Asset Management Fee.** The Company will pay RBC Manager an annual asset management fee of $10,000 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

   (a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and .01% to the Managing Member.

   (b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:
      
      (i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;
      
      (ii) to RBC Manager for any unpaid asset management fees;
      
      (iii) to the operating reserve to maintain the balance required in Paragraph 7(a);
      
      (iv) to the payment of any unpaid developer fee;
      
      (v) to the payment of the City of Austin loan;
      
      (vi) to the payment of any debts owed to the Managing Member or their affiliates;
(vii) 90% of the remaining cash flow to the Managing Member as an incentive management fee; and

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(e) **RBC acknowledges that the Project anticipates incorporating the income-averaging set-aside.**

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If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

By: 
Name: Dan Kierce
Title: Managing Director

The undersigned approves and accepts the terms of this Letter of Intent.

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By: 
Its: Manager
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- Source: A third party acceptable to RBC
- Amount: $700,000
February 27, 2020

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: TDHCA Application No. 20192 – Arbor Park

Dear Ms. Holloway:

I am writing to confirm the de minimis contribution of development funding by the City of Austin (the “City”) for the Austin DMA’s proposed Austin Travis County Development – Arbor Park.

This project is eligible to have certain development fees waived through the City’s S.M.A.R.T. Housing Ordinance. The ordinance allows full or partial fee waivers in developments in which a portion of the units are affordable for households who earn no more than 80% of the median family income.

Contingent upon the development’s compliance with the City’s S.M.A.R.T. Housing Ordinance, the fee waivers the City will provide are for a direct benefit of the project by reducing development costs approximately $700,000.

Please contact Alex Radke by phone 512.974.3173 or by email at alex.radke@austintexas.gov if you need additional information.

Sincerely,

[Signature]

Regina M. Copic, Real Estate Manager  
Neighborhood Housing and Community Development

Sponsor Characteristics (Competitive HTC Only)

Self Score Total: 135

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: 80.000%
     - Cash flow from operations: 90.000%
     - Developer Fee: 87.000%
     - Total: 257.00% (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
   - 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:
   - 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.
   - Yes
   - 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: 1

   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://my CPA.cpa.state.tx.us/tpass mbsearch/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/program/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.
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.

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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.
DMA Community Ventures, LLC and DMA Development Company, LLC are both certified by the State of Texas as Historically Underutilized Businesses. Both entities are wholly owned by Diana McIver, who has been involved in the affordable housing industry for more than thirty years. DMA Community Ventures, LLC is currently serving in the ownership role in 10 tax credit developments and DMA Development Company, LLC has developed more than 31 properties in two states (Texas and Georgia) and in the District of Columbia, and currently has a portfolio of more than 2,500 units which it self-manages.

Diana McIver’s Experience Certificate is included in the application in Tab 44. In the proposed development, DMA Community Ventures, LLC will serve in an ownership role throughout the compliance period. DMA Development Company will perform all the day-to-day development responsibilities. An affiliated entity, also wholly owned by Diana McIver, will be the Management Agent and will handle all the day-to-day management responsibilities.
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.

If a revised chart is submitted, include the date of submission!
Organizational Chart of Ownership Entity

**Development Owner**
Austin McNeil DMA Housing, LLC  
100%  
TAX ID:

**Managing Member**
DMA Arbor Park, LLC  
0.01%  
TAX ID:

**Investing Member**
TBD  
99.99%

**Member**
DMA Community Ventures, LLC  
(HUB)  
80%  
TAX ID: 74-3025022

**Member/Manager**
Diana McIver (individual)  
100%

**Member**
JSA Community Ventures II, LLC  
20%

**Member/Manager**
Janine Sisak (individual)  
50%  
JoEllen Smith (individual)  
50%
Organizational Chart of Co-Developers

**Co-Developer**
DMA Development Company, LLC (HUB)
(87% of fee)
TAX ID: 74-2907408

**Member/Manager**
Diana McIver (individual)
100%

**Co-Developer**
JSA Development Company II, LLC (13% of fee)
TAX ID: 45-4723702

**Member/Manager**
Janine Sisak (individual) 50% of ownership but 10% of fee
JoEllen Smith (individual) 50% of ownership but 3% of fee
Organizational Chart of Guarantor

Guarantor
Diana McIver

Guarantor
DMA Development Company, LLC
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: DMA Arbor Park, LLC</th>
<th>Role/Title: Managing Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 4101 Parkstone Heights Drive, Suite 310</td>
<td>City: Austin</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed: n/a</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: 5123283232</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<td></td>
</tr>
<tr>
<td>1. DMA Community Ventures, LLC</td>
<td>TDHCA Experience: Yes</td>
<td></td>
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<tr>
<td>2. JSA Community Ventures II, LLC</td>
<td>TDHCA Experience: Yes</td>
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<td>3.</td>
<td>TDHCA Experience:</td>
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<tr>
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<td>5.</td>
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<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name: DMA Community Ventures, LLC</th>
<th>Role/Title: Member</th>
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</thead>
<tbody>
<tr>
<td>Address: 4101 Parkstone Heights Drive, Suite 310</td>
<td>City: Austin</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed: 2/17/2001</td>
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<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 5123283232</td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Diana McIver</td>
<td>TDHCA Experience: Yes</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>TDHCA Experience:</td>
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<tr>
<td>3.</td>
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<td>6.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name: JSA Community Ventures II, LLC</th>
<th>Role/Title: Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 4101 Parkstone Heights Drive, Suite 310</td>
<td>City: Austin</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
<td>Organization legally formed?</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 5123283232</td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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</tr>
<tr>
<td>1. Janine Sisak</td>
<td>TDHCA Experience: Yes</td>
<td></td>
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<tr>
<td>2. JoEllen Smith</td>
<td>TDHCA Experience: Yes</td>
<td></td>
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<tr>
<td>3.</td>
<td>TDHCA Experience:</td>
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<tr>
<td>4.</td>
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<td>5.</td>
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<td>6.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization Legal Name</td>
<td>Role/Title</td>
<td>Address</td>
</tr>
<tr>
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<td>------------</td>
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</tr>
<tr>
<td>DMA Development Company, LLC</td>
<td>Developer</td>
<td>4101 Parkstone Heights Drive, Suite 310</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls: N/A

Organization legally formed? Yes Date formed: 2/18/1999 Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes Phone: 5123283232 Email: dianam@macompanies.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:
1. Diana McIver
   - TDHCA Experience: Yes
2. Janine Sisak
   - TDHCA Experience: Yes
3. JoEllen Smith
   - TDHCA Experience: Yes
4. N/A
5. N/A
6. N/A

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>JSA Development Company II, LLC</td>
<td>Co-Developer</td>
<td>4101 Parkstone Heights Drive, Suite 310</td>
<td>Austin</td>
<td>TX</td>
<td>78746</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls: N/A

Organization legally formed? Yes Date formed: 4/20/2018 Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? Yes Phone: 5123283232 Email: janines@macompanies.com

Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:
1. Janine Sisak
   - TDHCA Experience: Yes
2. JoEllen Smith
   - TDHCA Experience: Yes
3. N/A
4. N/A
5. N/A
6. N/A
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).

Person/Role:  
Austin McNeil DMA Housing, LLC / Development Owner

Email Address:  
dianam@dmacompanies.com

City & State of Home Addr:  
Austin, TX

Applicant Legal Name:  
Austin McNeil DMA Housing, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<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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<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tbody>
<tr>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td>TBRA</td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>Self-Help</td>
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<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td>NSP</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
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).

Person/Role: DMA Arbor Park, LLC / Managing Member
Email Address: dianam@dmacompanies.com
City & State of Home Addr: Austin, TX
Applicant Legal Name: Austin McNeil DMA Housing, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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Person/Role: DMA Community Ventures, LLC / Member
Email Address: dianam@dmacompanies.com
City & State of Home Addr: Austin, TX
Applicant Legal Name: Austin McNeil DMA Housing, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
<tr>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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**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).

**Person/Role:** JSA Community Ventures II, LLC / Member  
**Email Address:** janines@dmacompanies.com  
**City & State of Home Addr:** Austin, TX  
**Applicant Legal Name:** Austin McNeil DMA Housing, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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**Person/Role:**
DMA Development Company, LLC / Co-Developer

**Email Address:**
DianaM@dmacompanies.com

**City & State of Home Addr:**
Austin, Texas

**Applicant Legal Name:**
Austin McNeil DMA Housing, LLC

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| Community Affairs: | | | | |
|-------------------|----------------|----------------|----------------|
| CEAP              | DDE            | HHS             | WAR             |
| CSBG              | ESG            | SLHESP           | TRIA            |
| HOME              | CFDC           | HBA             | PWD             |
|                  |                |                 | Self-Help       |
|                  |                |                 | DR              |
|                  |                |                 | HRA             |
|                  |                |                 | STD             |
|                  |                |                 | NSP             |
| HTC/DOE:         | AVEB           | Bootstrap       | CFDC            |

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Other:
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Person/Role: JSA Development Company II, LLC / Co-Developer
Email Address: janines@damacompanies.com
City & State of Home Addr: Austin, Texas
Applicant Legal Name: Austin McNeil DMA Housing, LLC

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### Person/Role:

**Janine Sisak/Member Manager**

### Email Address:

**JanineS@dmacompanies.com**

### City & State of Home Addr:

**Austin, Texas**

### Applicant Legal Name:

**Austin McNeil DMA Housing, LLC**

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<tr>
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<td>HOME</td>
<td>Mar-11</td>
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<tr>
<td>13201</td>
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<td>Hutto</td>
<td>HTC</td>
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<td>1002027</td>
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<td>HOME</td>
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<tr>
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<td>Aldrich S1</td>
<td>Austin</td>
<td>HTC</td>
<td>Dec-15</td>
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<td>HTC</td>
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<tr>
<td>18335</td>
<td>Travis Flats</td>
<td>Austin</td>
<td>HTC</td>
<td>Jun-19</td>
<td></td>
</tr>
<tr>
<td>18448</td>
<td>RBJ Phase I (dba &quot;The Lady Bird&quot;)</td>
<td>Austin</td>
<td>HTC</td>
<td>Oct-19</td>
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<tr>
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<td>HTC</td>
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### Table: Community Affairs

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<tr>
<th><strong>Community Affairs:</strong></th>
<th><strong>CEAP</strong></th>
<th><strong>DOE</strong></th>
<th><strong>HHSP</strong></th>
<th><strong>WAP</strong></th>
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</tr>
<tr>
<td><strong>HOME:</strong></td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>Self-Help</td>
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</tr>
<tr>
<td><strong>HTF/OCI:</strong></td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>NSP</td>
</tr>
<tr>
<td><strong>Other:</strong></td>
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### Note:

- **Previous Participation 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).
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).

Person/Role: JoEllen Smith/Member Manager
Email Address: joellens@dmacompanies.com
City & State of Home Addr: Austin, Texas
Applicant Legal Name: Austin McNeil DMA Housing, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<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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<tbody>
<tr>
<td>18335</td>
<td>Travis Flats</td>
<td>Austin</td>
<td>HTC</td>
<td>Jun-19</td>
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<tr>
<td>18448</td>
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<td>Austin</td>
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<td>Oct-19</td>
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</tr>
<tr>
<td>19239</td>
<td>Talavera Lofts</td>
<td>Austin</td>
<td>HTC</td>
<td>Feb-20</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
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<td>PWD</td>
<td>Self-Help</td>
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<tr>
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<td>DR</td>
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<td>SFD</td>
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<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
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</tbody>
</table>
**Nonprofit Participation**

<table>
<thead>
<tr>
<th>Nonprofit Set-Aside (Competitive HTC Applications Only)</th>
</tr>
</thead>
</table>

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.
- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

**Nonprofit Information (ALL Applications)**

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

- **Organization Name:** n/a
- **Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?**
- **If no to the question above, what is its current legal status?**
- **If "Other" please specify:**
- **Date of legal formation of Nonprofit Organization:**

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?

   - **If “Yes”, will this nonprofit organization Control the Applicant?**
   - **What is the ownership percentage of this nonprofit organization?**

2) **Describe the nonprofit’s participation:**

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

   - **If "Yes," explain:**

**Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organization's participation in the Application and naming all members of the board and employees who may act on its behalf.**

2/27/2020
<table>
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<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Ext.</th>
<th>Fax or Email</th>
<th>Occupation</th>
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</tbody>
</table>
Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public
corporation as the General Partner or Owner must provide the following documentation behind this tab:

A. Applications participating in the Nonprofit Set-Aside must also provide:

- IRS determination letter

- Nonprofit Participation exhibit as provided in the Application

- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)

- The Nonprofit’s most recent financial statement as prepared by a Certified Public Accountant
  (not applicable to Tax-Exempt Bond Developments)

- Certification regarding Board member residence
  (not applicable to Tax-Exempt Bond Developments)

B. All other Applicants:

- IRS determination letter

- Explanation of basis of nonprofit status if not 501(c)(3) or (4)

- Nonprofit Participation exhibit
### 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>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMA Development Company, LLC</td>
<td>(512) 328-3232</td>
</tr>
<tr>
<td>Diana McIver</td>
<td>(972) 980-9810</td>
</tr>
<tr>
<td><a href="mailto:dianam@dmacompanies.com">dianam@dmacompanies.com</a></td>
<td>74-2907408</td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
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#### Housing General Contractor:

<table>
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<tr>
<th>Name</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>Carleton Construction, Ltd.</td>
<td>(972) 980-9810</td>
</tr>
<tr>
<td>Steve Sivells</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:ssivells@carletonrp.com">ssivells@carletonrp.com</a></td>
<td>75-2569799</td>
</tr>
<tr>
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#### Infrastructure General Contractor:

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<tr>
<td>Carleton Construction, Ltd.</td>
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<tr>
<td>Steve Sivells</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:ssivells@carletonrp.com">ssivells@carletonrp.com</a></td>
<td>see above</td>
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<td>Email</td>
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#### Cost Estimator:

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<tbody>
<tr>
<td>Carleton Construction, Ltd.</td>
<td>(972) 980-9810</td>
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<tr>
<td>Steve Sivells</td>
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</tr>
<tr>
<td><a href="mailto:ssivells@carletonrp.com">ssivells@carletonrp.com</a></td>
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#### Architect:

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<tbody>
<tr>
<td>Nelsen Partners</td>
<td>(512) 457-8400</td>
</tr>
<tr>
<td>Phillip Crisara</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:pcrisara@nelsenpartners.com">pcrisara@nelsenpartners.com</a></td>
<td>20-58119672</td>
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<tr>
<td>Email</td>
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<tr>
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*This is a direct or indirect, financial, or other interest with Applicant or other team members*
<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Certification</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
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<th>Certified Texas HUB?</th>
<th>Notes</th>
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<tbody>
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<td>Engineer</td>
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<tr>
<td>Civil Engineer</td>
<td>Malone Wheeler</td>
<td></td>
<td></td>
<td><a href="mailto:lancerr@malonewheeler.com">lancerr@malonewheeler.com</a></td>
<td>$150,000.00</td>
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<td>No</td>
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<tr>
<td>Market Analyst</td>
<td>Affordable Housing Analyst</td>
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<td></td>
<td><a href="mailto:robertcoe2@gmail.com">robertcoe2@gmail.com</a></td>
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<tr>
<td>Attorney</td>
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<td></td>
<td><a href="mailto:smarks@coatsrose.com">smarks@coatsrose.com</a></td>
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<td>Accountant</td>
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<td></td>
<td><a href="mailto:susan.wilson@novoco.com">susan.wilson@novoco.com</a></td>
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<tr>
<td>Property Manager:</td>
<td>Sergio Amaya</td>
<td>(512) 328-3232</td>
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Certified Texas HUB? Yes
This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

<table>
<thead>
<tr>
<th>Originator of Underwriter:</th>
<th>Ken Overshiner</th>
<th>(713) 216-8393</th>
</tr>
</thead>
<tbody>
<tr>
<td>JP Morgan Chase Bank, N.A.</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>Email</td>
<td><a href="mailto:Ken.I.Overshiner@chase.com">Ken.I.Overshiner@chase.com</a></td>
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Certified Texas HUB? No
This is a direct or indirect, financial, or other interest with Applicant or other team members* No

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Certified Texas HUB? No
This is a direct or indirect, financial, or other interest with Applicant or other team members* No

<table>
<thead>
<tr>
<th>Syndicator:</th>
<th>Dan Kierce</th>
<th>(216) 875-6043</th>
</tr>
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<tbody>
<tr>
<td>RBC Community Investments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
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<tr>
<td>Phone</td>
<td></td>
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</tr>
<tr>
<td>Email</td>
<td><a href="mailto:daniel.kierce@rbc.com">daniel.kierce@rbc.com</a></td>
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<tr>
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Certified Texas HUB? No
This is a direct or indirect, financial, or other interest with Applicant or other team members* No

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<td>Tax ID Number (TIN)</td>
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Certified Texas HUB? No
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<thead>
<tr>
<th>Title Company</th>
<th>Independence Title Company</th>
<th>Dan Phares</th>
<th>(512) 279-7273</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:dphares@independencetitle.com">dphares@independencetitle.com</a></td>
<td>TBD</td>
<td>74-1909700</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Application Consultant:</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>scope and Cost Review (formerly PCA) Provider:</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Preservation Consultant:</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Other:</td>
<td>JSA Development Company II, LLC</td>
<td>Janine Sisak</td>
<td>(512) 328-3232</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:janines@dmacompanies.com">janines@dmacompanies.com</a></td>
<td>13% of fee</td>
<td>83-0630765</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

2/27/2020
Relationships between Development Team Members

As disclosed on the Development Team Members form, there is a direct relationship between the Applicant, the Co-developers, and the Property Manager.

DMA Arbor Park, LLC is the Managing Member of the Applicant. This entity is owned by DMA Community Ventures, LLC (80%) and JSA Community Ventures II, LLC (20%). DMA Community Ventures, LLC is a Historically Underutilized Business wholly owned by Diana McIver who is also the sole owner of DMA Development Company, LLC (Co-Developer) and DMA Properties, LLC (Property Manager).

JSA Community Ventures II, LLC is co-owned by Janine Sisak and JoEllen Smith who are the co-owners of JSA Development Company II, LLC who is serving as a co-developer on this Development.
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 118,271 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 26,173 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

   2.27.2020
   Date

   PHILIP CRISP
   Printed Name

   TX 124160
   License Number and State

   NEISSER BOUNHUPH, INC.
   Firm Name (If applicable)
February 27, 2020

Ms. Janine Sisak
DMA Companies
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

RE: DMA Arbor Park – Austin, TX

Dear Ms. Sisak:

Please note that the proposed Development will be designed to meet 10 TAC Chapter 1, Subchapter B, 1.207. “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.” With 147 total units planned for this new construction housing development, we have included (8) mobility impaired and 3 hearing and/or visually impaired units within the application drawing documents. They are designated as such; “ADA” for the mobility impaired units and “A/V” for the visual impaired units per Section 504. All common use facilities and exterior amenities will be designed on an accessible route. As part of the formal review process, final construction documents will be submitted for State Accessibility review prior to starting construction. Additionally, intermittent accessibility inspections will be performed throughout construction to confirm compliance with such. If you have any questions or require further clarification, don’t hesitate to ask.

Sincerely,

Nelsen Partners, Inc.

Philip J. Crisara, AIA
Vice President

[Signature]
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:

- X 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.
August 14, 2018

Ms. Diana McIver
c/o Nicole Mwei
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Ms. McIver:

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 (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>Austin McNeil DMA Housing, LLC</td>
<td>No</td>
</tr>
<tr>
<td>2.</td>
<td>DMA Arbor Park, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3.</td>
<td>DMA Community Ventures, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>4.</td>
<td>JSA Community Ventures II, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>DMA Development Company, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>JSA Development Company II, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>7.</td>
<td>Diana McIver</td>
<td>Yes</td>
</tr>
<tr>
<td>8.</td>
<td>Janine Sisak</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>JoEllen Smith</td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td>Submit Part II</td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td>Submit Part II</td>
</tr>
<tr>
<td>12.</td>
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<td>Submit Part II</td>
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<tr>
<td>13.</td>
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<td>Submit Part II</td>
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<td>14.</td>
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<td>Submit Part II</td>
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<td>15.</td>
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<td>Submit Part II</td>
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<tr>
<td>16.</td>
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<td>Submit Part II</td>
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<td>17.</td>
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<td>Submit Part II</td>
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<td>18.</td>
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<td>Submit Part II</td>
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<td>19.</td>
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<td>Submit Part II</td>
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<td>Submit Part II</td>
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<td>23.</td>
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<td>24.</td>
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<td>Submit Part II</td>
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<td>25.</td>
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<td>27.</td>
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<td>28.</td>
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<td>Submit Part II</td>
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<td>29.</td>
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<td>Submit Part II</td>
</tr>
<tr>
<td>30.</td>
<td></td>
<td>Submit Part II</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]

2/27/2020

Its: Manager
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:

DMA Community Ventures, LLC

Which is:

☐ 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>
<tr>
<td>The Park on 14th</td>
<td>3</td>
<td>Plano</td>
<td>4.50%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Arbor Park</td>
<td>7</td>
<td>Austin</td>
<td>80.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Ella Grand</td>
<td>6</td>
<td>Houston</td>
<td>80.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that

Diana McIver

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 of Applicant, Developer, Affiliate or Guarantor (as appropriate)

DMA Community Ventures, LLC

Printed Name

Date

2/27/2020
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: 

Which is:  
☐ 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  
☐ X 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.

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<tr>
<th>Development Name</th>
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</tr>
</thead>
<tbody>
<tr>
<td>The Park on 14th</td>
<td>3</td>
<td>Plano</td>
<td>0.50%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Arbor Park</td>
<td>7</td>
<td>Austin</td>
<td>20.00%</td>
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<tr>
<td>Ella Grand</td>
<td>6</td>
<td>Houston</td>
<td>20.00%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Name] 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 of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  

JSA Community Ventures II, LLC  

Printed Name  

Date  

2/27/2020
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: DMA Development Company, LLC

Which is:
- [ ] 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
- [X] an Affiliate to the Applicant
- [X] 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.

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<tbody>
<tr>
<td>The Park on 14th</td>
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<td>Austin</td>
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<td>87.00%</td>
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<tr>
<td>Ella Grand</td>
<td>3</td>
<td>Houston</td>
<td>0.00%</td>
<td>86.00%</td>
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</tbody>
</table>

I acknowledge that [Diana McIver] 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 of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Date: 2/27/2020
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: 

Which is:  
- [ ] 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  
- [X] 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.

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</tr>
</thead>
<tbody>
<tr>
<td>Arbor Park</td>
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<td>Austin</td>
<td>0.00%</td>
<td>13.00%</td>
</tr>
<tr>
<td>Ella Grand</td>
<td>6</td>
<td>Houston</td>
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<td>14.00%</td>
</tr>
<tr>
<td>The Park on 14th</td>
<td>3</td>
<td>Plano</td>
<td>0.00%</td>
<td>0.00%</td>
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</tbody>
</table>

I acknowledge that Diana McIver 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 of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: JSA Development Company II, LLC

Date: 2/27/2020
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: Diana McIver

Which is:  
- ☐ 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>
<tr>
<td>The Park on 14th</td>
<td>3</td>
<td>Plano</td>
<td>4.50%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Arbor Park</td>
<td>7</td>
<td>Austin</td>
<td>80.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Ella Grand</td>
<td>6</td>
<td>Houston</td>
<td>80.00%</td>
<td>0.00%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Diana McIver (Printed Name) 2/27/2020
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: Janine Sisak

Which is:
- □ 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
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- X an Affiliate to the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Janine Sisak

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate): Janine Sisak

Printed Name: Janine Sisak

Date: 2/27/2020
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:  
JoEllen Smnith

Which is:

☐ 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

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By:  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
JoEllen Smnith  
2/27/2020

Date:  
2/27/2020
<table>
<thead>
<tr>
<th>1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.</th>
</tr>
</thead>
</table>
| **X** Resolution(s) of either "no objection" or "support" is included behind this tab.**  
** Note that resolutions are due February 28, 2020 |
| Name of Local Government Body  
** City of Austin |
| Name of Local Government Body (if applicable)  
** |

<table>
<thead>
<tr>
<th>2. Quantifiable Community Participation - §11.9(d)(4)</th>
</tr>
</thead>
</table>
| **X** Application expects to receive QCP points.  
** Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization! |

<table>
<thead>
<tr>
<th>3. Input from State Representative - §11.9(d)(5)</th>
</tr>
</thead>
</table>
| **X** Letter of either support, neutrality, or opposition is included behind this tab.**  
** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020. |

<table>
<thead>
<tr>
<th>4. Input from Community Organizations - §11.9(d)(6)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> Applicant has included one or more letters of support or opposition behind this tab.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A. Family Eldercare</th>
</tr>
</thead>
</table>
| **X** Support  
**Kent Herring**  
**Contact Name**  
**Opposition** |

<table>
<thead>
<tr>
<th>B. Habitat for Humanity</th>
</tr>
</thead>
</table>
| **X** Support  
**Phyllis Snodgrass**  
**Contact Name**  
**Opposition** |

<table>
<thead>
<tr>
<th>C.</th>
</tr>
</thead>
</table>
| **Support**  
**Contact Name**  
**Opposition** |

<table>
<thead>
<tr>
<th>D.</th>
</tr>
</thead>
</table>
| **Support**  
**Contact Name**  
**Opposition** |

<table>
<thead>
<tr>
<th>E.</th>
</tr>
</thead>
</table>
| **Support**  
**Contact Name**  
**Opposition** |

<table>
<thead>
<tr>
<th>F.</th>
</tr>
</thead>
</table>
| **Support**  
**Contact Name**  
**Opposition** |
RESOLUTION NO. 20200206-017

WHEREAS, DMA Development Company, LLC (Applicant), its successors, assigns or affiliates, proposes to construct an affordable multi-family housing development of approximately 138 units to be located at or near 6306 McNeil Drive, Austin, TX 78729 (Proposed Development) within the City; and

WHEREAS, Applicant, its successors, assigns or affiliates, intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 9% Low Income Housing Tax Credits for the Proposed Development to be known as Arbor Park;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

Pursuant to Section 11.3(c) of Texas’ 2020 Qualified Allocation Plan and Section 2306.6703(a)(4) of the Texas Government Code, the City Council expressly acknowledges and confirms that the City has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

BE IT FURTHER RESOLVED:

Pursuant to Section 2306.6703(a)(4) of the Texas Government Code and Sections 11.3 and 11.4 of Texas’ 2020 Qualified Allocation Plan, the City Council supports the Proposed Development; approves the construction of the Proposed Development; authorizes an allocation of Housing Tax Credits for the Proposed Development; and authorizes the Proposed Development to move forward.
BE IT FURTHER RESOLVED:

Pursuant to Section 11.9(d)(1) of Texas’ 2020 Qualified Allocation Plan and Section 2306.6710(b) of the Texas Government Code, the City Council confirms that it supports the Proposed Development.

BE IT FURTHER RESOLVED:

The City Council authorizes, empowers, and directs Jannette S. Goodall, City Clerk, to certify this resolution to the Texas Department of Housing and Community Affairs.

ADOPTED: February 6, 2020

ATTEST: Jannette S. Goodall
City Clerk
February 27, 2020

Ms. Marni Holloway
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

RE: Proposed Housing on 6306 McNeil Drive, Austin, Texas, TDHCA #20192

Dear Ms. Holloway:

I am writing to support Arbor Park, a proposed senior affordable apartment community in
northwest Austin, and specifically within my district. I understand that DMA Development
Company, LLC will be submitting an application for Housing Tax Credits for this development this
month.

Senior affordable housing is in demand in my district, both by those already residing in this
neighborhood who would like to downsize from a single-family homes, and by others looking to
relocate to the Austin area from other parts of the state and beyond.

Should you have any questions regarding this letter, please do not hesitate to contact me at (512)
463-0821.

Sinceramente,

Celia Israel
State Representative, District 50

cc: Janine Sisak, DMA Development Company
February 20, 2020

Diana McIver
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

RE: Arbor Park, 6306 McNeil Drive, Austin, Texas 78729
TDHCA # 20192

Dear Ms. McIver:

We would like to express our support for Arbor Park, a proposed affordable housing development for seniors to be located at 6306 McNeil Drive, in Austin, Travis County, Texas. We understand that Austin McNeil DMA Housing, LLC is submitting a request for housing tax credits from the Texas Department of Housing and Community Affairs and for City of Austin G.O. Bond funding.

Family Eldercare qualifies as a tax-exempt non-profit community or civic organization that serves the community of Austin, Texas, which is where Arbor Park is to be located. Guided by the vision that seniors and adults with disabilities should live in a supportive community with dignity and as much independence as possible, Family Eldercare provides essential services to seniors, adults with disabilities and caregivers. Please see attached documentation of our tax-exempt status and evidence of our existence and participation in the Austin community.

Again, we are very pleased to lend our support to this affordable housing community and ask that you give it favorable consideration for a funding award. If you need additional information, you may contact me at KHerring@familyeldercare.org.

Sincerely,

[Signature]

Kent Herring
Chief Executive Officer
Internal Revenue Service

Date: February 5, 2004

Family Eldercare, Inc.
2210 Hancock Dr
Austin, TX 78758-2509

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 2004 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on your exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Receipts, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 16, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents on which the exemption decision is based, and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 16, 1987, and had a copy of their exemption application on July 16, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.

For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1998-17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

[Signature]

Janna K. Stulcs, Acting Director, TE/GE
Customer Account Services
Family Eldercare Inc.
EIN: 74-2286387 | Austin, TX, United States

> Other Names

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes
Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

> Tax Year 2018 Form 990T
> Tax Year 2017 Form 990
<table>
<thead>
<tr>
<th>Our Agency</th>
<th>Know Your Rights</th>
<th>Resolve an Issue</th>
<th>Other Languages</th>
<th>Related Sites</th>
</tr>
</thead>
<tbody>
<tr>
<td>About IRS</td>
<td>Taxpayer Bill of Rights</td>
<td>Respond to a Notice</td>
<td>Español</td>
<td>U.S. Treasury</td>
</tr>
<tr>
<td>Work at IRS</td>
<td>Taxpayer Advocate Service</td>
<td>Office of Appeals</td>
<td>中文</td>
<td>Treasury Inspector General</td>
</tr>
<tr>
<td>Help</td>
<td>Accessibility</td>
<td>Identity Theft Protection</td>
<td>한국어</td>
<td>for Tax Administration</td>
</tr>
<tr>
<td>Contact Your Local Office</td>
<td>Civil Rights</td>
<td>Report Phishing</td>
<td>Русский</td>
<td>USA.gov</td>
</tr>
<tr>
<td>Tax Stats, Facts &amp; Figures</td>
<td>Freedom of Information Act</td>
<td>Tax Fraud &amp; Abuse</td>
<td>Tiếng Việt</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No Fear Act</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Privacy Policy</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNUAL REPORT
2018

INFO@FAMILYELDERCARE.ORG
512.450.0844
1700 RUTHERFORD LANE
AUSTIN, TX. 78754
WWW.FAMILYELDERCARE.ORG

Photo Credit: Annie Ray Creative
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- A Letter from CEO Kent Herring ............................ page 3
- Board of Directors ............................................... page 4
- Executive Leadership .......................................... page 5
- Our Programs ..................................................... page 6
- 2018 Milestones ................................................... page 7
- Client Success Stories .......................................... page 8
- In Memoriam ...................................................... page 9

Our 1st ever Fans-4-Paws!
Since 1982, Family Eldercare has served older adults and adults with disabilities. Our beginnings were small, but our task was enormous. Jackie Lelong and Tina Dublin were experts in the field of gerontology and had a concern for supporting families as they cared for their aging loved ones. With their research and professional backgrounds, the women founded Family Eldercare to serve as a resource in the community. Initially, Family Eldercare hosted public forums throughout Texas discussing aging and disability issues. They disseminated their educational program “As Parents Grow Older” to empower families and caregivers helping older adults to stay at home as long as possible. At that time, Family Eldercare was described as a group of fierce advocates with only a file cabinet, but it eventually became the primary agency in Central Texas directly serving older adults, adults with disabilities, and those who care for them. This emergence began in 1986 when, at the request of the Texas Department of Human Services and the Travis County Probate Court, Family Eldercare developed the Travis County Guardianship and Money Management program for incompetent adults at risk of abuse, neglect, and exploitation.

Family Eldercare has since developed other services which improve the lives of the most vulnerable people in our community, especially older adults. Our services are designed to maintain safe, affordable, and stable housing in the least restrictive environment possible; prevent abuse, neglect, and exploitation; promote health, well-being, and dignity; and support people living on a fixed income.

Thanks to the St. David’s Foundation for being our biggest supporter!
Our Vision and Mission

Family Eldercare is an Austin, TX organization, born of a grassroots response to a community need, and committed to supporting an aging population with true and innovative avenues toward Aging in Place.

Our Vision
All seniors and adults with disabilities thrive with dignity in a supportive community.

Our Mission
Supporting seniors and adults with disabilities in Central Texas to live with dignity in their communities by providing them and their caregivers with essential individualized services.
Dear Friends,

It is with excitement that I share Family Eldercare’s 2018 Annual Report with you. This past year brought us growth and change, as our staff and programs expanded to better serve the needs of our neighbors. We couldn’t have done any of it without the generous support of our donors, from individuals who choose to share their hard-earned money to funders like the St. David’s Foundation, which gifted us $1.5 million – our largest gift ever – to set us up for success for years to come.

We are thrilled to announce that two of our long-time employees have taken on new leadership roles. Sara Clymer was promoted to Director of our Guardianship program with visions to expand services across the state to meet the needs of the most vulnerable Texans. Lisa Daly returned to Family Eldercare to head our growing In Home Care department, helping older adults live at home safely and reducing the burden on family caregivers.

We continue to address some of the biggest challenges facing our aging neighbors, including increased homelessness in our region. With support from the Moody Foundation and the City of Austin, we were able to formalize our Rapid Rehousing for Older Adults program to stabilize housing, finances, and health of older adults experiencing homelessness. Additionally, we were ranked 16th in the nation in a highly competitive application for homeless services from the U.S. Department of Housing and Urban Development.

Our 28th Annual Summer Fan Drive distributed 7,000 fans during the record summer heat to Central Texans without air conditioning. This year marked the Summer Fan Drive’s delivery of our 100,000th fan to a heat-vulnerable member of our community.

Finally, our staff has been hard at work developing a new Strategic Plan for the next three years which will begin in 2019 and usher us into the new decade. We can’t wait to show you what’s in store – keep an eye out for next year’s Annual Report for more!

In gratitude,

Kent Herring
Family Eldercare CEO

A LETTER FROM OUR CEO
BOARD OF DIRECTORS

Sandra Morris - Board Chair
Charles Colley - Past Board Chair
Mario Rivera - Board Chair Elect
Melissa Harris - Board Treasurer
Shubhada Saxena - Board Secretary

Clint Alexander
Eric Corum
Dax Dobbs
Shayne Eddleman
Cass Grange
Johanne Ibsen-Wolford
Gail Miller
Deborah L. Kerr PhD
Eric Lassberg
Bill McHugh
EXECUTIVE LEADERSHIP

Kent Herring
Chief Executive Officer

Brittany Baize
Director of Development & Communications

Sara Clymer
Director of Guardianship Services

Tamara Christian
Director of Human Resources

Lisa Daly
Director of In Home Care

Cheryl Dunn
Director of Finance & Administration

Shontell Gauthier
Director of Money Management Services

Joyce Hefner
Director of Housing & Community Services
OUR PROGRAMS

Family Eldercare is effective because we have 36 years of experience with sustainable growth, strong leadership, innovative partnerships, and generous community support.

Counseling
Provided in the homes of older adults by Licensed Clinical Social Workers to support patients' mental health and help them cope with depression, anxiety, stress, conflict, trauma, and crisis.

Guardianship
Appointed by local courts to make decisions and exercise the legal rights of people—often the most vulnerable in the community—who lack the capacity to manage their property, health, and safety.

In Home Care
Provides trained, carefully screened, reliable, and most important, affordable services in the homes of older adults and adults with disabilities. In Home Care increases clients' capabilities around activities of daily living (ADLs) such as bathing, grooming, dressing, and eating and drinking. Additionally, In Home Care supports instrumental ADLs (IADLs) such as housekeeping, grocery shopping, meal preparation, caring for pets, and participating in leisure activities.

Lifetime Connections Without Walls
A telephone program that provides opportunities for isolated or lonely older adults to connect with others in their community and across the country. We offer social and educational sessions, support groups, and friendly conversation – all over the phone – all from the comfort of home.

Money Management Services
Uses holistic case management to support people to live within their financial means and meet their basic living needs.

Service Coordination
Guided by the Department of Housing and Urban Development to connect people living in affordable housing with supportive services that help them remain independent in their homes. Family Eldercare Service Coordinators are found in affordable housing properties throughout Austin, TX including the Family Eldercare-owned Lyons Gardens.
MILESTONES IN 2018

2,678 PEOPLE
seniors and adults with disabilities were served by one of our year-round programs.

100,000 FANS
Our iconic Summer Fan Drive distributed its 100,000th fan to protect and cool a member of our community.

420 VOLUNTEERS
volunteers generously donated their time to serve the Family Eldercare mission.

33% CLASSES
increase in LCWW class sessions in 2018, reaching and engaging even more home-bound or isolated participants.
CLIENT SUCCESS STORIES

Debra
Debra lives with ambulation challenges, has a history of isolating herself and unfortunately does not have family or friends involved in her life. Since connecting with In Home Care and receiving our services, Debra has been able to leave her apartment to shop, get to necessary appointments, and even go out for lunch resulting in an increase in confidence and connection. Over the recent holidays, one of our care attendants donated a gift card in honor of Debra and we were able to surprise her with variety of Christmas presents. Debra was truly surprised and grateful and remarked that it was the first time in many years that she has received presents. In addition, we were able to coordinate services with a professional organizer to help Debra create a more peaceful and orderly home.

Eddie
Eddie, a local man who has been under guardianship since 2006, was in a car accident where he sustained a head injury in the late 1980’s which left him with significant brain damage. Over recent years, he has had some improvements in his level of functioning. He has been living in his own apartment in the community since 2012. He has always expressed an interest in having his rights restored and over the years has been working to improve his self-reliance and independence. A recent Physician’s Certificate of Medical Examination (PCME), which is used to determine if an individual meets the guidelines for incapacity in the State of Texas, determined that Eddie no longer meets the regulatory definition of incapacitated adult. Eddie’s Guardianship Care Manager is actively working with the Travis County Probate Court to get a hearing set up to look at having Eddie’s rights restored and guardianship terminated. A team of folks is committed to his success moving forward. Family Eldercare provided Eddie with a debit card and he is able to check his balances, manage his expenses, and report to his guardians any concerns that he has. His social life has improved immensely, and he is able to get around the great Austin Metro area and now has a lady friend that he enjoys spending time with. Through active engagement with Family Eldercare’s Guardianship Program, Eddie has been able to inquire and be a part of medical decisions, learn vital money management skills, and is looking for employment as well. Family Eldercare always considers lesser restrictive alternatives to guardianship whenever possible and appropriate.
IN MEMORIAM

Alva Fink, Former Board Member
1924 - 2018

Jacqueline Lelong, Founder
1930 - 2018
February 24, 2020

Diana McIver  
DMA Development Company, LLC  
4101 Parkstone Heights Drive, Suite 310  
Austin, TX 78746

RE: Arbor Park, 6306 McNeil Drive, Austin, Texas 78729  
TDHCA # 20192

Dear Ms. McIver,

I am writing this letter to voice my support for Arbor Park, a proposed affordable housing development for seniors to be located at 6306 McNeil Drive, in Austin, Travis County, Texas. We understand that Austin McNeil DMA Housing, LLC is submitting a request for housing tax credits from the Texas Department of Housing and Community Affairs and for City of Austin 
G.O. Bond funding.

Austin Habitat for Humanity is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located. Our organization’s primary purpose is to build or repair decent, affordable homes and provide housing counseling and homebuyer education services in the greater Austin region to help achieve a vision of a community where everyone has a decent place to live. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Again, we are very pleased to lend our support to this affordable housing community and ask that you give it favorable consideration for a funding award. If you need additional information, you may contact me at psnodgrass@ahfh.org.

Sincerely,

Phyllis Snodgrass  
CEO  
Austin Habitat for Humanity
Dear Sir or Madam:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization of the type described in section 170(b)(1)(A)(vi). Your exempt status under Code section 501(c)(3) is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

[Signature]
Glenn Cagle
District Director

[Address]
Austin Habitat For Humanity Inc.
EIN: 74-2373217 | Austin, TX, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes
Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2018 Form 990T
- Tax Year 2017 Form 990
Building homes and communities that will make an impact for years to come.

When I reflect back on FY2018, both the challenges faced and the wins celebrated, I am struck by the sheer determination of our team. We have a group of hardworking professionals who are always looking forward, finding new and exciting opportunities to collaborate and seeking to serve our community in the best way possible. Looking to the needs of the future, we raised the bar at our annual Blueprints and Blue Jeans fundraiser, doubling revenue year over year! We have invested those funds in the purchase of 11 townhome lots in the coveted Mueller subdivision.

Ever mindful of the need to build more homes than our current land pipeline allows, we forged a collaboration with Guadalupe Neighborhood Development Corporation (GNDC). We partnered with GNDC to build four net-zero homes in their Guadalupe-Saldaña community land trust in east Austin. The forward-thinking, cutting-edge techniques our construction team utilized on these builds resulted in homes where the families make money on their utility bills, and earned us the Green Homebuilder of the Year Award from the Austin Business Journal. We also completed infrastructure development in our Scenic Point community, where we will be building out a 67-home subdivision over the next five years.

In addition to designing and building affordable homes, we also took the lead on uniting Austinites around the cause of affordable housing through our efforts to secure the passage of Prop A – a $250 million City of Austin affordable housing bond which passed in November 2018. It was because of your support at the ballot box we were recognized at Habitat on the Hill by Habitat for Humanity International for our advocacy efforts.

Building on our regional expansion that started in late 2017, in early 2018 we officially announced the merger of the Austin and San Marcos Habitat for Humanity organizations. This kicked off our efforts to increase affordable home production in Hays County through land acquisition and fundraising. To help cement our presence in the region and support our ongoing work there, we opened a second ReStore location in San Marcos in December 2018. This second location is a part of our strategic plan to build out five ReStores in our five-county region, generating revenues to support our growth as we plan to build more affordable communities for more families in the future. In fact, our flagship ReStore at 500 W. Ben White Boulevard, which was the first of its kind in the country when it opened on Comal Street in 1992, became the top-grossing ReStore in the nation in 2018. The continued growth and success of our ReStore operations will allow us to better serve our communities and ensure all donations received go directly to support our mission.

Every day you volunteer, every dollar you give, every donation you provide to the ReStores, every time you shop with us, and every time you advocate for Austin Habitat for Humanity, you make a real difference in the lives of hardworking Central Texas families. We thank you for your contributions and service that positively shapes the lives of our homeowners for years to come.

With Gratitude,

Phyllis Snodgrass
Meet Jessica Foster - Habitat Homeowner

Jessica Foster moved to Austin, Texas, from Washington in 2012 to attend St. Edward’s University for Art Education. After graduating, Jessica got a job as the art teacher at Barbara Jordan Elementary School, a Title I low-income school in east Austin and fell in love with the city. Her favorite thing about Austin is her students, without a doubt. Unfortunately, like so many other teachers, Jessica was spending over a third of her income on housing. She lived in a 400-square foot studio that was cramped, uncomfortable, and sometimes filled with tree rats who found their way in through the walls, and she was forced to move every year due to rent increases.

In 2018, thanks to the incredible Austin Habitat for Humanity community, Jessica built her home alongside partners, sponsors, volunteers, and Austin Habitat staff. After moving into her new home Jessica shared what her home and Austin Habitat means to her, “I walked to work in 7 minutes. I know the name of my mail carrier. My new future neighbors text good morning and rang my doorbell for help jumping their car. You built more than a house, you helped me build a better quality of life. You are building more than the Scenic Point neighborhood, you are building a strong community of kind, diverse, and hardworking families and individuals.”
NEW CONSTRUCTION | Austin Habitat for Humanity builds new homes in partnership with qualifying partner families and the community in Bastrop, Blanco, Caldwell, Hays, and Travis counties. The homes are sold with an affordable mortgage to provide families the opportunity to be successful, long-term homeowners. This program is not just about owning a house, it’s about having a home, building communities, and providing a platform for success.

HOUSING COUNSELING | Our Housing Counseling Program works with individuals and families from the general public to help them gain financial stability. This program fosters financial management skills including repairing credit, reducing debt, adhering to a budget, preventing foreclosure, avoiding predatory lending practices and more.

RESTORE | Austin Habitat for Humanity opened the nation’s first ReStore, a discount home improvement store and donation center, in 1992, to support its affordable housing programs. With stores in Austin and San Marcos, the ReStore sells new and gently-used furniture, appliances, flooring, cabinets, doors, windows, home décor, and more to the public at reasonable prices.

HOME REPAIR | The Home Repair Program fills an important need by alleviating substandard living conditions for homeowners and their families through critical home repairs. This program typically serves seniors, veterans and people with disabilities who have limited resources to complete the repairs themselves, helping them remain independent.

HOMEBASE | HomeBase is a 501(c)(3)m subsidiary organization of Austin Habitat for Humanity. As a supporting entity, HomeBase enables Austin Habitat to expand upon the traditional Habitat model utilizing private-sector partnerships to deliver a higher volume of affordable housing for Central Texans. Additionally, by serving as the income-qualifying agency for HomeBase families, HomeBase utilizes these relationships to further increase our impact.

ADVOCACY | Austin Habitat for Humanity is at the forefront of policy and research around affordable housing and community development. As a voice for those in need of safe and affordable housing, we partner with multiple government, non-profit and community entities to reform laws and policies in a non-confrontational, non-partisan way.
2018 by the Numbers

- 14 Homes Built
- 445 Homes Built Since 1995
- 20 Critical Home Repairs

- $1,913,897 in Volunteer Labor
- 11,458 Volunteers
- 77,517 Volunteer Hours

- 678 Individuals Counseled
- 23 Family Members Moved In
- 9 Homes Closed

$790,920.76 in Property Taxes Paid by Our Homeowners
SECOND ReSTORE LOCATION IN SAN MARCOS OPENED

BETWEEN OUR AUSTIN & SAN MARCOS ReStore LOCATIONS...

- 17,783 DONATIONS RECEIVED
- $4.4 MILLION IN SALES
- 3,790,901 POUNDS DIVERTED
- 28,623,346 POUNDS DIVERTED FROM LANDFILLS SINCE 1992

#1 OUR AUSTIN LOCATION WAS THE TOP GROSSING ReStore IN THE COUNTRY
### Income

- **$3,287,276** (32%) ReStore
- **$3,243,503** (32%) Contributions & Grants
- **$1,794,011** (17%) Home Sales
- **$1,005,310** (10%) Other Revenue
- **$946,467** (9%) In-kind Contributions

### Expenses

- **$2,607,801** (40%) ReStore Program
- **$2,174,380** (33%) Low-cost Housing Program
- **$922,328** (14%) Fundraising, Marketing & Communications
- **$861,663** (13%) Management & General

### Assets

- **$10,564,179** (33%) PP&E & Inventory
- **$9,569,602** (30%) Mortgages
- **$4,680,252** (15%) Land held
- **$2,231,499** (7%) Cash & Equiv
- **$2,019,719** (6%) Receivables
- **$1,431,009** (5%) NMTC JV Investments
- **$949,104** (3%) Construction in Progress
- **$369,686** (1%) Other
THANK YOU TO OUR DONORS

$100,000 & Higher
City of Austin | Joe Bland Construction | Mr. Jonathan and Mrs. Yvette Boatwright | Realty Austin | Luci B. Johnson | Texas Veterans Commission | The Home Depot Foundation | Wells Fargo Foundation | Dr. George and Mrs. Sandy Huber

$50,000–$99,999
Atlassian | Austin Board of REALTORS® Foundation | Bank of America Charitable Foundation | Mr. David and Mrs. Traci Osborn | Jeff and Mrs. Kirsten Serra | JKS Family Foundation | Mr. John and Mrs. Melissa Zapp | Silicon Labs | The McAnally Family | The Roy F. & Joann Cole Mitte Foundation | Living Water Foundation | Mark McClain | Mr. Kevin and Mrs. Marianne Cunningham | SailPoint Technologies

$20,000–$49,999
Cisco | Habitat for Humanity International | Habitat Young Professionals | Leaman Team-Home Loans | Mr. Max and Mrs. Dana Leaman | LimeBike | Mr. and Mrs. Kenneth Harvey | Mr. Gil Burciaga | Mr. Kent Mayes and Mrs. Janet Harman | State Farm Insurance | Grifols | The Moody Foundation | Thrivent Financial | Vida Capital | The Burdine Johnson Foundation | IBM Employee Charitable Contribution Campaign

$10,000–$19,999
American Endowment Foundation | ARM | BBVA | Cate Black Photography | CBRE | Dell Employee Engagement Fund | Donald D. Hammill Foundation | Episcopal Church of the Good Shepherd | Equinor | Five Stone Tax Advisors | Georgia B. Lucas Foundation Fund | HID Global | HUD | Lola Wright Foundation | Mr. and Mrs. James J. Cano | Mr. Bob and Mrs. Estrella Posey | The Posey Foundation | Mr. David Jamail | Mr. David T. DeRoo | Mr. Luke and Mrs. Peni Ellis | Mr. Todd Routh | Ms. Patricia Roback | NXP Semiconductors | Parsley Energy | Pinthouse Pizza | RetailMeNot | St. Vincent de Paul Catholic Church | Synopsys | The City of Bastrop | Texas State Affordable Housing Corporation | Mr. Joe and Mrs. Barbara Bland

$5,000–$9,999
ABGB | Alex and Kim Smith Family Foundation | Applied Materials | Bazaarvoice | Brian Garbarini Memorial Fund | Capital One Services, LLC | Capstone Title | CoreLogic | Dr. George W. Gau | First Baptist Church of Austin | Foundation for Financial Planning | Frost Bank | GiveBack Homes | Hancock McGill Bleau | Hildebrand Foundation | Hilton Austin | JP Morgan Chase Foundation | Mr. and Mrs. John W. Hintz | Mr. and Mrs. Matt Shoberg | Mr. and Mrs. Mike Elsasser | Mr. and Mrs. Patrick Terry | Mr. Dan and Mrs. Meredith Young | Mr. David Catchell | Mr. Gaylon and Mrs. Marilyn Boyd | Mr. Hugh W. and Mrs. Vivian Forrest | Mr. Jay and Mrs. Megan Bowers | Mr. John Lubbien | Mr. Larry and Mrs. Wendy Smith | Tokyo Electron | Mr. Michael and Mrs. Christine Golden | Mr. Ross and Mrs. Jennifer Sabolick | Mr. and Mrs. Tim Snodgrass | National Instruments Employee Engagement Fund | Points of Light | Popp Hutcheson PLLC | Rhodes Partners | Salesforce Foundation | Shepherd of the Hills Lutheran Church | St. John Neumann Catholic Church | Texas Craft Brewers Guild | Texas Disposal Systems | Texas Mutual Insurance | Theodore P. Davis Charitable Trust | Topfer Family Foundation | United Way for Greater Austin | Urbane Design | UT Campus Chapter | Valerie Miller Events, LLC | Wal-Mart Foundation | Wilson Sonsini Goodrich & Rosati Foundation | Zip Car

$2,500–$4,999
Austin Bar Association Inc. | Austin Beerworks | Austin Habitat for Humanity ReStore | Bright Funds Foundation | Builderfax | Carlson, Brigance & Doering, Inc. | Church of the Savior Baptist Church | ECG Foundation | Emmis Austin Radio Broadcasting Company, LP | Enterprise Holdings Foundation | Family Business Beer Company | Greater Texas Credit Union | Hill Country Christian School | Hossley Lighting | Joni Elaine Templeton Charitable Trust | Mr. Al and Mrs. Lori Threlkeld | Mr. Alexander S. Coke | Mr. and Mrs. Chris Munson | Mr. Anand and Mrs. Tammy Srinivasan | Mr. and Mrs. Bobby Jenkins | Mr. and Mrs. Bruce R. Coleman | Mr. and Mrs. George M. Berry, Sr. | Mr. and Mrs. James N. Cowden | Mr. and Mrs. Robert Dehm | Mr. and Mrs. William Stockton | Mr. Curtis and Mrs. Shelley Page | Higginbotham Insurance & Financial Services | Mr. David Klène | Mr. Dennis M. O'Brien | Mr. and Mrs. Cynthia Smith | Mr. Jack and Mrs. Ann F. Swingler | Mr. Jack Martin III | Mr. James Longino | Mr. Joe and Mrs. Stacie Tracy | Capital Project Management | Mr. John and Mrs. Kennedy Neff | UBS Financial Services | Mr. Jon Switzer | Mr. Mark Lind | Give Realty, Inc. | Mr. Nathan Camp | Mr. Nicholas and Mrs. Jessica Tsourmas | Mr. Perry Lorenz | Mr. Phil and Mrs. Jennifer Hutchinson | McCoy’s Building Supply | Mr. Ray Weinstein | Mr. Robert Buchanan | Mr. Royce Gourley | Ms. Diana Calderon | Ms. Jennifer W. Robb and Mr. Josh Glazer | Ms. Juliet Dirba | Ms. Kathleen Dunagan | Ms. Patricia Plante | Ms. Sherine Thomas and Mr. Tom Nuckols | Perkins-Prothro Foundation | PK Renovations | Riverbend Church | Samsung Austin Semiconductor, L.P. | Sign Crafters, Inc. | St. Elmo Brewing Company | St. Matthew's Episcopal Church | St. Thomas More Catholic Church | Ten-X | The Chantal and Tommy Bagwell Foundation, Inc. | The Rachael and Ben Vaughan Foundation | Westlake United Methodist Church
By building green energy-efficient homes, Austin Habitat for Humanity is saving our homeowners thousands of dollars each year!

Austin Habitat and the Guadalupe Neighborhood Development Corporation (GNDC) partnered to build four net-zero homes in east Austin in 2018. Net-zero means the homes produce as much energy as they consume in a year. This significantly reduces the burden of utility costs for our homeowners, with estimated cost savings of $2,200 annually. These homes received a rare five-star rating from the Austin Energy Green Building program.

First Step into Multi-Family Housing

Austin Habitat for Humanity has built more than 450 single-family homes over the past 34 years. However, Austin and much of the country are now facing a housing crisis, and to better serve our communities and those that need us, Austin Habitat is innovating to provide new solutions and product lines for affordable homeownership.

Thanks to the incredible support of our community and donors, Austin Habitat purchased lots in the coveted Mueller development for our first-ever townhome project. This development, designed by the Michael Hsu Office of Architecture, will provide 11 hardworking Austin families with access to jobs, transportation and opportunities. This is Austin Habitat's first step into multi-family homeownership helping us serve the evolving needs of our Austin community and family partners by creating more homes on less land.
Did you know that for every home we build in Central Texas, we tithe to support international affiliates and help them continue the global Habitat mission?

Since Austin Habitat's creation, we tithed to support the work of Habitat for Humanity affiliates around the world, including Africa, Guatemala, Mexico, Haiti and Sri Lanka. From 1986-2018, we have tithed $892,019 to help families around the globe, providing housing, community access and infrastructure. We are honored to be able to live out our mission, here in Austin and globally, to ensure that hardworking families have a safe, stable place to call home.

In 2018, we helped serve 357 families internationally.

In 2018, we supported Vietnam, Sri Lanka, and Honduras.

Average home or project cost is $2,500.
Meet Our Board

Executive Committee

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Tokyo Electron

Joe Tracy, Chair-Elect
Capital Project Management

Ross Sabolcik, Secretary
Silicon Labs

John Neff, Treasurer
UBS

Michael Golden, Legal
Boulette, Golden and Marin, LLP

Heather Ladage, Immediate Past Chair
Austin Business Journal

Yvette Boatwright, Executive Committee
Realty Austin

Kevin Cunningham, Development Officer
SailPoint

Chris Engen, Executive Committee Real Estate Committee Chair
ECI
Board Members

Curtis Page  
_Higginbotham_

Bob Barnes  
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Gaylon Boyd  
_Custos Family Office_

Joe Bland  
_Joe Bland Construction, L.P._

John Doucet  
_Doucet & Associates_

Larry Graham  
_Texas Gas Service_

Mason Ayer  
_Kerbey Lane Cafe_

Hugh Forrest  
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Jay Hartzell  
_McCombs School of Business_

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_VRBO_

Phil Hutchinson  
_McCoy Corporation_

Dana Leaman  
_Leaman Team_

David O'Neil  
_Wells Fargo Bank_

Terry Mitchell  
_Momark Development LLC_

Cynthea Rhodes-Patterson  
_The Home Depot_
Jeff Serra, Emeritus  
Vida Capital

Anand Srinivasan  
Michael and Susan Dell Foundation

Shelli Taylor  
United PF Partners

Sherine Thomas  
Travis County Attorney’s Office

Valerie Salinas-Davis  
Consultant

Nikelle Meade  
Husch Blackwell

- Get Involved
  - Volunteer
    - Register
    - Volunteer Orientation
    - Group Volunteering
    - Youth Volunteering
    - Other Volunteer Opportunities
    - Inclement Weather Policy
  - Advocacy
    - Cost of Home Campaign
    - Homeownership Matters
    - Policy and Research
  - AmeriCorps
  - Habitat Young Professionals (HYP)
  - Campus Chapter
- Support Us
  - Give Now
  - Ways to Give
    - Memorial & Honorary Gifts
    - Planned Giving
    - Gifts of Stock
    - Donor Advised Funds
    - Cars for Homes
  - Why Give?
    - Corporate Partnerships
    - Faith Partnerships
    - Capital Campaign
    - Partners
- Programs & Services
  - Homeownership
### Required Third Party Reports

ALL third-party reports must include the following statement:

“All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: TRC
   - Date of Report: Jan-20
   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.

2. **Environmental Clearance (Direct Loan applications only)**
   - All Applications for Direct Loans awarded HOME, NHTF, or NSP1 PI must complete an environmental clearance process in accordance with 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

   - Property has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 or 24 CFR 93.301(f), as applicable, and documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - http://www.tdhca.state.tx.us/program-services/environmental/index.htm
   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: 
     - Contact Person: 
     - Contact Telephone: 
     - Email: 

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Affordable Housing Analyst
   - Date of Report: N/A
   - Development Site Location:
     - Longitude: N30.441146
     - Latitude: W97.749973

4. **Scope and Cost Review (SCR) (formerly PCA)**
   - Prepared by: N/A
   - Date of Report: 

5. **Appraisal**
   - Prepared by: TBD
   - Date of Report: 

6. **Feasibility Report**
   - Prepared by: Malone Wheeler
   - Date of Report: 2/27/2020
Development Owner Statement Regarding Compliance with Recommendations of the Environmental Site Assessment

Arbor Park, TDHCA #20192

Austin McNeil DMA Housing, LLC will comply with all recommendations stated in the Environmental Site Assessment prior to closing.

By: Austin McNeil DMA Housing, LLC, a Texas Limited Liability Company

By: DMA Arbor Park, LLC, a Texas Limited Liability Company, its general partner

By: DMA Community Ventures, LLC

By: [Signature]

Name: Diana McIver

Its: Member/Manager

Date: 2/27/2020
Geographies Selected:

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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.

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Rent Burden Rank = 567 (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: N30.441146
Development Latitude: W97.749973
Target Population: Elderly
Closest Development serving same Population: Elysium Grand
Application Number: 18422
Address: 3300 Oak Creek Drive, Austin, Texas, 78727
Year of Award: 2018

2/27/2020
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
If you have any questions, please contact me by email.

Have a great day!

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 7, Two Mile Same Year – There was no answer marked in this section. Make a selection.

- Tab 35, Chase Bank/Income Averaging – I did not see any mention of Income Averaging in the Chase Bank letter. Provide a statement from them, that they are aware of Income Averaging being used on the site. Email is acceptable for this item.

- Tab 35, RBC Capital/Income Averaging – I did not see any mention of Income Averaging in the RBC letter. Provide a statement from them, that they are aware of Income Averaging being used on the site. Email is acceptable for this item.

- Feasibility Study – I was unable to locate the millage rates in the report. Please indicate where they are.

- Feasibility Study – The survey, in the report, is dated 09/08/16, which is older than allowable. Provide a survey that is not older than 01/03/18.

- Feasibility Study – I was unable to find, in the report, the statement that the preliminary site plan materially adheres to applicable zoning, site development and building code ordinances. Have the preparer of the site plan provide the statement or indicate where, in the report, the statement is located, in case I missed it.

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 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.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on June 2, 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.

Elizabeth Henderson
Program Specialist III
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.463.9784 | Fax: 512.475.0764

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 §10.2(b)).
This was omitted from the original list and is not covered by the old due date. It has its own due date, since it is a new deficiency, even though it is from the first review.

If you have any questions please contact me by email.

Have a great day!

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.

1. Tab 36, Sponsor Characteristics – The HUB being used in the structure of the Developer is different from the one in the Owner and no HUB certificate was provided for it. Provide the HUB certificate.

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 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 deficiencies must be corrected or clarified by 5 pm Austin local time on June 8, 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](http://www.tdhca.state.tx.us).

Elizabeth Henderson
Program Specialist III
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.463.9784 | Fax: 512.475.0764

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 §10.2(b)).
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
RE: 2020 Competitive Housing Tax Credit (HTC) Application for Arbor Park, TDHCA Number: 20192

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(c)(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: 20192, Arbor Park

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): 135
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 135
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): 168

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, Friday, June 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 sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §11.1(d)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §11.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole 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 Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

NOTICE: Pursuant to §11.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. a). Please confirm the correct parking; the site plan states 147 parking spaces, whereas the B/U exhibit states 139. If the site plan is incorrect, please send updated site plan.

Response: a) The site plan has the correct count at 147 spaces. The B/U exhibit is incorrect.

2. a) Please provide contract extension.
b) Please provide zoning approval.

Response: See both documents attached.

3. How much and where is the cost for the off site wastewater main extension?

Response: Our civil engineer estimates that extending the sewer line will cost less than $15,000. Since this figure was so low, and since the City of Austin will require this extension as part of the site development process, (and so no question.

Jul 13, 2020
4. a) Please provide a description of the rain garden/water quality pond design, as well as the underground detention (ie, is it poly or concrete container underground, does water enter by porous concrete or curb inlets).

Response: a) Water quality for the site will be served by a series of rain gardens and rainwater harvesting cisterns with associated drawdown areas. Storm runoff from rooftops and impervious ground surfaces, such as parking lots and

5. How did you generate your 80% and market rate rents. Please provide a narrative (as we discussed).

Response: We set the market rate rents based on an internal survey of the existing multifamily product along McNeil Drive. The market study provided with the application also supports these market rents. We pegged the 80% rents slightly
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf.