2020 Multifamily Uniform Application

REVISED January 23, 2020
2020 HTC
Full Application

Part 1 Tab 1a

Application Certification

(Part 1 Tab 1b required for 4% Tax Exempt Bond Developments only)
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 §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

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

Trinity Brenham Trails, LP

By:

Signature of Authorized Representative

J. Ryan Hamilton

Printed Name
Manager
Title
Date

Sworn to and subscribed before me on the __ day of __________, 2020

by J. Ryan Hamilton

(Personalized Seal)

GEORGETTA LOWERY
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #17936779

Notary Public, State of

County of

My Commission Expires:

Date

2/5/2020
2020 HTC
Full Application

Part 1 Tab 2

Development Owner Certification,
Acknowledgement, and Consent
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.

  - 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.

Certification, Acknowledgement, and Consent of Development Owner- 10 TAC §11.204(1)

2/26/2020
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)(l) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

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

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

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

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

Accessibility Requirements

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

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

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

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

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

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

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

_____ 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)

_____ 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

J. Ryan Hamilton

Printed Name

Manager

Title

2-7-20

Date

THE STATE OF Missouri

COUNTY OF Greene

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

J. Ryan Hamilton, 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 1 day of February 2020

Notary Public Signature
2020 HTC
Full Application

Part 1 Tab 3

Applicant Eligibility Certification
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](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 and 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 be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative

J. Ryan Hamilton

Printed Name

Presiding Manager

Title

2-7-20

Date

THE STATE OF Missouri

COUNTY OF Greene

Before me, a notary public, on this day personally appeared J. Ryan Hamilton, 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 7 day of February, 2020

(Seal)

GEORGETTA LOWERY
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #17938779

Notary Public Signature
By: [Signature of Authorized Representative]

______________________________

J. Douglas Hamilton

Printed Name

______________________________

Member

Title

______________________________

02-07-20

Date

THE STATE OF Missouri

COUNTY OF Greene

Before me, a notary public, on this day personally appeared J. Douglas Hamilton, 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 7 day of February, 2020

(Seal)

GEORGETTA LOWERY
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #17528779

[Notary Public Signature]
By: ____________________________  
Signature of Authorized Representative

Mike Hamra  
Printed Name

Member

Title

February 11, 2020

Date

THE STATE OF Missouri  

COUNTY OF Greene

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

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

(Seal)

GEORGETTA LOWERY  
Notary Public – Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires Aug. 7, 2021  
Commission #17938779

Notary Public Signature
By: [Signature of Authorized Representative]

[Printed Name]

[Title]

[Date]

THE STATE OF [TEXAS]

COUNTY OF [TRAVIS]

Before me, a notary public, on this day personally appeared [Janna Cormier], 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 [10] day of [Feb], [2020]

[Seal]

KIM MERRILL
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-26-20
Notary ID # 128933986-6

[Notary Public Signature]
2020 HTC Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification

NA
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
## 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>Michael Fogel</th>
<th>Phone:</th>
<th>(713) 409-0211</th>
<th>Extension</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:mfoigel@trinityhousingdevelopment.com">mfoigel@trinityhousingdevelopment.com</a></td>
<td>Phone:</td>
<td>(713) 409-0211</td>
<td>Office</td>
<td>NA</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>PO Box 41326</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
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<tr>
<td>City</td>
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<tr>
<td>PO Box</td>
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<tr>
<td>Austin</td>
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<td>Zip</td>
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</tr>
</tbody>
</table>

### 2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Alyssa Carpenter</th>
<th>Phone:</th>
<th>(512) 789-1295</th>
<th>Extension</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:alycarpen@gmail.com">alycarpen@gmail.com</a></td>
<td>Phone:</td>
<td>(512) 789-1295</td>
<td>Office</td>
<td>NA</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>1305 E 6th, Ste 12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
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</tr>
<tr>
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</table>

### 3. Consultant Contact *(if applicable)*

<table>
<thead>
<tr>
<th>Name</th>
<th>Alyssa Carpenter</th>
<th>Phone:</th>
<th>(512) 789-1295</th>
<th>Extension</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:alycarpen@gmail.com">alycarpen@gmail.com</a></td>
<td>Phone:</td>
<td>(512) 789-1295</td>
<td>Office</td>
<td>NA</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>1305 E 6th, Ste 12</td>
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<tr>
<td>Street</td>
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<tr>
<td>Zip</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
### Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

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

#### Criteria Promoting Development of High Quality Housing

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

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<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>
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<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>3</td>
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<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>3</td>
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<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
<td>1</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td>2</td>
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</table>

**Serve and Support Texans Most in Need Total** 51

#### 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>
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</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>0</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>0</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>0</td>
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**Efficient Use of Limited Resources and Applicant Accountability Total** 34

#### Point Deductions

<table>
<thead>
<tr>
<th>QAP Reference</th>
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<tbody>
<tr>
<td>§11.9(f)</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Application Self Score** 113

2/28/2020
Site Information Form Part I

1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>SWQ S Market St. and Ryan St.</th>
<th>Brenham</th>
<th>ETJ?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 77833 Washington</td>
<td>Rural</td>
<td>Rural via §11.204(5)(B) Rural Designation</td>
<td>No</td>
</tr>
</tbody>
</table>

2. Census Tract Information (All Programs)

| 48477170300 | No | Median Household Income: 49833 | Quartile: 2q | Poverty Rate: 12.4 |

| 11-digit Census Tract Number | QCT? | 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. |

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

- [ ] Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))
- [x] One Mile Three Year Rule. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).
- [x] Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

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

- [x] 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:

5. 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.
- [x] The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.
- [ ] The site is located in a county with a population less than one million and is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

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

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

7. Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>Yes</th>
<th>Zoning Designation: B-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Zone Designation:</td>
<td>X</td>
<td>Entire Development Site is outside the 100 year floodplain. Yes</td>
</tr>
<tr>
<td>Farmland Designation</td>
<td></td>
<td>(To be completed if requesting MFDL funds under 2020-2 NOFA or Soft Repayment set-aside of 2020-1 NOFA):</td>
</tr>
</tbody>
</table>

Self Score Total: 113

2/28/2020
8. **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]**

Confirm the following supporting documents are provided behind this tab.

- Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.


Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Krause Elementary School</td>
<td>Pk through 4</td>
<td>MS B</td>
</tr>
<tr>
<td>Brenham Middle School</td>
<td>5 through 6</td>
<td>MS B</td>
</tr>
<tr>
<td>Brenham Junior High</td>
<td>7 through 8</td>
<td>MS B</td>
</tr>
<tr>
<td>Brenham High School</td>
<td>9 through 12</td>
<td>MS B</td>
</tr>
</tbody>
</table>

School district has no attendance zones and the closest schools are listed.

The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]

The Application meets the following exception(s). **Applicant is required to enter school rating information above, but no disclosure is required.**

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

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

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.

2/28/2020
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documentation for
Site Information Form Part I
Supporting Documentation for the Site Information Form Part I

Maps:

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

Resolutions:

- [x] 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.

- [n/a] One Mile Three Year Resolution or evidence of other exception

- [n/a] Housing Tax Credit Units per Total Household Resolution

- [NA] For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included

- [NA] 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

- [x] Evidence of Zoning and/or Evidence of Re-Zoning Process

- [x] 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 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.

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.

2/26/2020
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.
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
Street Map
Brenham Trails
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Brenham Trails

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution
RESOLUTION NO. R-20-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, PROVIDING SUPPORT FOR APPLICATION NO. 20222 BY TRINITY BRENHAM TRAILS, LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) CONCERNING THE BRENHAM TRAILS DEVELOPMENT WITHIN THE CITY OF BRENHAM, TEXAS; AUTHORIZING THE MAYOR TO CERTIFY THIS RESOLUTION TO TDHCA; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS Trinity Brenham Trails, LP has proposed a development for affordable rental housing at 2400 S. Market Street, named Brenham Trails in the City of Brenham, said development being further described in Exhibit "A" attached hereto and incorporated herein for all purposes pertinent; and

WHEREAS, there is a need for affordable housing for Brenham citizens of modest means, and

WHEREAS, Trinity Brenham Trails, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Low Income Housing Tax Credit Program funds for Brenham Trails (TDHCA Application No. 20222), and

WHEREAS, Brenham Trails will be an age-restricted development meaning all residents must be age fifty-five (55) or older.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AS FOLLOWS:

Section 1: As provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Brenham has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds and

Section 2: That the City of Brenham, acting through its governing body, hereby confirms that it supports the proposed development of Brenham Trails, and authorizes an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4).

Section 3: The City of Brenham acknowledges and approves in-kind contribution for this project in the amount of $250.00, should the development receive a housing tax credit allocation.
Section 4:  That the Mayor is hereby authorized, empowered, and directed to certify these resolutions to TDHCA.

Section 5:  This Resolution and formal action has been taken to put on record the opinion expressed by the City Council of the City of Brenham and shall become effective immediately from and after its passage

RESOLVED on this the 20th day of February 2020.

[Signature]
Milton Y. Tate, Jr.
Mayor

ATTEST:

[Signature]
Jeana Bellinger, TRMC, CMC
City Secretary
Exhibit "A"
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
January 28, 2020

Patrick Power
Carlson Consulting Engineers, Inc.
7068 Ledgestone Commons
Bartlett, TN 38133

Re: Proposed Senior Living development located west of the intersection of Carey Street and South Market Street. Property I.D - R20290.

Dear Patrick,

The property located at 2410 South Market Street in Brenham, Texas, generally situated west of the intersection of Cantey Street and S. Market Street (Hwy 36 Business) is zoned B-2, Commercial Research and Technology District.

The intent of this letter is to state that the City of Brenham allows multifamily uses and retirement village uses on sites of two (2) acres or more in areas zoned B-2.

The zoning regulations regarding the B-2 District may be found in Division 2, Section 4 of the Brenham Zoning Ordinance. To research the specifics of the B-2 District, to include the parking, landscaping, sign regulations in addition to plating requirements, one may find them either on the Brenham website at www.cityofbrenham.org or on the Municode website at https://library.municode.com/tx/brenham/codes/code_of_ordinances.

Please let me know if you have any questions or need further assistance.

Regards,

Shauna Laauwe, AICP
Project Planner | City of Brenham
Development Services
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Farmland Designation

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Direct Loan
Site and Neighborhood Standards

NA
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Educational Quality
Brenham ISD has 3 elementary campuses that do not have attendance zones per attached email. All students attend same middle, junior, and high school.

Because no attendance zones, closest elementary campus to site is provided: Krause
<table>
<thead>
<tr>
<th>School Name</th>
<th>Rating</th>
<th># of Reviews</th>
<th>Address</th>
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</thead>
<tbody>
<tr>
<td>Brenham Elementary School</td>
<td>5.0</td>
<td>1</td>
<td>1000 W Blue Bell Rd</td>
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<tr>
<td>Alton Elementary School</td>
<td>5.0</td>
<td>6</td>
<td>1210 S Market St</td>
</tr>
<tr>
<td>Krause Elementary School</td>
<td>3.0</td>
<td>2</td>
<td>2201 E Stone St</td>
</tr>
<tr>
<td>Brenham Middle School</td>
<td>4.7</td>
<td>7</td>
<td>1600 S Blue Bell Rd</td>
</tr>
</tbody>
</table>

[Map showing locations of schools]
Good Morning!

Thank you for your inquiry; however, Brenham ISD does not have attendance zones. We have a computerized student placement system, so you would register your student at the Community Education Building at 1301 S Market St, their data will be placed into the database, and a campus will be assigned to the student based on availability at the time of registration.

Debbie Gaskamp
Administrative Assistant, Superintendent of Schools
Administrative Assistant, Assistant Superintendent of Operations
Administrative Assistant, Director of Communication & Special Projects
(979) 277-3700 XT 2101
dgaskamp@brenhamk-12.net

On Mon, Jan 20, 2020 at 1:47 PM Meredith Edwards <meredith@meconsulting.ltd> wrote:

Hello,

Can you tell me what schools a child would attend if residing at 2410 Market Street in Brenham?

Thank You,

Meredith Edwards
Texas Education Agency
2019 Accountability Ratings Overall Summary
KRAUSE EL (239901103) - BRENHAM ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<tbody>
<tr>
<td>Overall</td>
<td>82</td>
<td>82</td>
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<tr>
<td>Student Achievement</td>
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<td>STAAR Performance</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<tr>
<td>Graduation Rate</td>
<td>48</td>
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<td>School Progress</td>
<td>83</td>
<td>83</td>
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</tr>
<tr>
<td>Academic Growth</td>
<td>77</td>
<td>83</td>
<td>B</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 66.6%)</td>
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<td>48</td>
<td>80</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>86</td>
<td>81</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          | Earned     |
| Science              | Not Eligible |
| Social Studies       | Not Eligible |
| Comparative Academic Growth | Earned |
| Postsecondary Readiness | Earned |
| Comparative Closing the Gaps | Earned |
Texas Education Agency
2019 Accountability Ratings Overall Summary
BRENHAM MIDDLE (239901041) - BRENHAM ISD

Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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</thead>
<tbody>
<tr>
<td>Overall</td>
<td>86</td>
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<tr>
<td>Student Achievement</td>
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<td>College, Career and Military Readiness</td>
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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

<table>
<thead>
<tr>
<th>Subject</th>
<th>Rating</th>
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<tbody>
<tr>
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<tr>
<td>Mathematics</td>
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<td>Science</td>
<td>Earned</td>
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<tr>
<td>Social Studies</td>
<td>Not Eligible</td>
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<tr>
<td>Comparative Academic Growth</td>
<td>Earned</td>
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<tr>
<td>Postsecondary Readiness</td>
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</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Not Earned</td>
</tr>
</tbody>
</table>
# Texas Education Agency
## 2019 Accountability Ratings Overall Summary
### BRENHAM J H (239901042) - BRENHAM ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
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<tbody>
<tr>
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<tr>
<td>Relative Performance (Eco Dis: 54.1%)</td>
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<tr>
<td>Closing the Gaps</td>
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</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: Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency
2019 Accountability Ratings Overall Summary
BRENHAM H S (239901001) - BRENHAM ISD

Accountability Rating Summary

<table>
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<tr>
<th>Component</th>
<th>Score</th>
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<th>Rating</th>
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<tbody>
<tr>
<td>Overall</td>
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<td>Student Achievement</td>
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Identification of Schools for Improvement

This campus is identified for additional targeted support.

Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
2020 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Waiver of Rules

NA
2020 HTC
Full Application

Part 2 Tab 9

Site Information Form Part II
## Site Information Form Part II

<table>
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<tr>
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<th>Contiguous Tract Quartile</th>
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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.
   - [ ] 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).

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);**

2/28/2020
(Note: Not eligible if application qualifies for Opportunity Index points)

No 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);

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
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</tbody>
</table>

Yes 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: 3

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

A. Proximity to the Urban Core

| 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: 1

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

Region: 8 Rural

- 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

2/28/2020
5. **Declared Disaster Area (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

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

| 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 |

2/28/2020
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
  ([http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp](http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp))

- 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
  ([https://www.neighborhoodscout.com](https://www.neighborhoodscout.com))

- Print-out from THECB website confirming accreditation of university or community
  ([http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm))

- Evidence amenity is operational or has started site work (for instance: website postings, newspaper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

**Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**

- **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.

- **For Economically Distressed Areas:**
  - 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 Report posted on 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)
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  - Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
  - Map with all contiguous census tracts, if applicable
  - Evidence Development was placed in service 25 or more years ago
  - Evidence Development is still occupied. Submit any rent roll separate from the Application
  - Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

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

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

2/26/2020
Proximity to Jobs

- [x] 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)

- [x] 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](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)

- [n/a] 

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

  - 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.

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

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

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

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

- Certification regarding closing deadline
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- 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.

2/26/2020
Opportunity Index
Brenham Trails

Census tract 48477170300 has a median household income within the two highest quartiles of the region with a poverty percentage of less than 20%.
Census Tract Map
Brenham Trails

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
# Opportunity Index Amenities
## Brenham Trails

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Walmart Supercenter</td>
<td>203 US-290 W</td>
<td>Brenham</td>
<td>77833</td>
<td>0.95</td>
</tr>
<tr>
<td>II</td>
<td>Walmart Pharmacy</td>
<td>203 US-290 W</td>
<td>Brenham</td>
<td>77833</td>
<td>0.95</td>
</tr>
<tr>
<td>III</td>
<td>Baylor Scott &amp; White Medical Center</td>
<td>700 Medical Center</td>
<td>Brenham</td>
<td>77833</td>
<td>1.26</td>
</tr>
<tr>
<td>IV</td>
<td>Christ Lutheran Day School</td>
<td>1104 Carlee Dr</td>
<td>Brenham</td>
<td>77833</td>
<td>0.81</td>
</tr>
<tr>
<td>VI</td>
<td>Nancy Carol Roberts Memorial Library</td>
<td>100 Martin Luther King Jr Pkwy</td>
<td>Brenham</td>
<td>77833</td>
<td>2.13</td>
</tr>
<tr>
<td>VII</td>
<td>Jackson Street Park</td>
<td>1300 S Jackson St</td>
<td>Brenham</td>
<td>77833</td>
<td>1.60</td>
</tr>
<tr>
<td>X</td>
<td>Blue Bell Aquatic Center</td>
<td>1800 E Tom Green St</td>
<td>Brenham</td>
<td>77833</td>
<td>0.90</td>
</tr>
<tr>
<td>XI</td>
<td>Henderson Park</td>
<td>804 Old N Market St</td>
<td>Brenham</td>
<td>77833</td>
<td>2.21</td>
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<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Data</th>
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</thead>
<tbody>
<tr>
<td>V</td>
<td>Property Crime per 1,000</td>
<td>21.20</td>
</tr>
<tr>
<td>IX</td>
<td>Rate of Associate Degree</td>
<td>34.90%</td>
</tr>
<tr>
<td>XIV</td>
<td>Brenham High School</td>
<td>B rating</td>
</tr>
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<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abbr.</th>
<th>Estimate</th>
<th>Associates</th>
<th>Rate of Assoc degree</th>
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<tbody>
<tr>
<td>5005</td>
<td>Census Tract 9503, Ward County, Texas</td>
<td>1883</td>
<td>285</td>
<td>15.14%</td>
</tr>
<tr>
<td>5006</td>
<td>Census Tract 1701, Washington County, Texas</td>
<td>2500</td>
<td>600</td>
<td>24.00%</td>
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<tr>
<td>5007</td>
<td>Census Tract 1702, Washington County, Texas</td>
<td>4223</td>
<td>1399</td>
<td>33.13%</td>
</tr>
<tr>
<td>5008</td>
<td>Census Tract 1703, Washington County, Texas</td>
<td>3794</td>
<td>1324</td>
<td>34.90%</td>
</tr>
<tr>
<td>5009</td>
<td>Census Tract 1704, Washington County, Texas</td>
<td>3650</td>
<td>1167</td>
<td>31.97%</td>
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<tr>
<td>5010</td>
<td>Census Tract 1705, Washington County, Texas</td>
<td>5612</td>
<td>1639</td>
<td>29.21%</td>
</tr>
<tr>
<td>5011</td>
<td>Census Tract 1706, Washington County, Texas</td>
<td>3446</td>
<td>1233</td>
<td>35.78%</td>
</tr>
</tbody>
</table>
Services, Hours & Contact Info

Main Store
- Open 24 hours
  - Mon - Sun | Open 24 Hours

- Auto Care Center
  - Open until 7 pm

- Pharmacy
  - Open until 9 pm

- Photo Center
  - Open until 9 pm

- Pickup
  - Open until 8 pm

- Vision Center
  - Open until 8 pm

See All

Popular Times at This Store

- Monday
Find Items in This Store

Showing 24 of 348 results

In Stock
- Beef Stew Meat Family Pack, 2.15 - 2.64 lb
- Beef Chuck Roast, 2.25 - 2.65 lb

In Stock
- Aisle A.31 | In Stock
  - All Natural* 73% Lean/27% Fat Lean Ground Beef

Aisle A.31 | In Stock
- All Natural* 93% Lean/7% Fat Lean Ground Beef Tray, 1 lb
Texas Pharmacy License # 21636

**WALMART PHARMACY 10-321**

<table>
<thead>
<tr>
<th>License Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>License Status</td>
<td>Active</td>
</tr>
<tr>
<td>License #</td>
<td>21636</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>10/31/2021</td>
</tr>
<tr>
<td>Date License Issued</td>
<td>03/17/2002</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>203 US LOOP 290 WEST</td>
<td></td>
</tr>
<tr>
<td>BRENHAM, TX 77833</td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>WASHINGTON</td>
</tr>
<tr>
<td>Phone</td>
<td>(979) 830-1023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pharmacy Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior Disciplinary Orders*</td>
<td>No</td>
</tr>
</tbody>
</table>

* Information relating to disciplinary orders is current as of 30 days prior to this date. Please note that disciplinary orders entered more than 10 years ago are not available online. A written request for information regarding prior disciplinary orders may be submitted to the office of the Texas State Board of Pharmacy. Any disciplinary orders entered pursuant to Chapter 564 of the Texas Pharmacy Act are confidential and not subject to public disclosure.

<table>
<thead>
<tr>
<th>Class of Pharmacy</th>
<th>Community Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Ownership</td>
<td>LLC</td>
</tr>
<tr>
<td>Type of Pharmacy</td>
<td>Community Multi</td>
</tr>
<tr>
<td># of Hospital beds</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employment Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pharmacist in Charge</td>
<td>OKEGBU, FRANCIS IZUCHUKWU</td>
</tr>
</tbody>
</table>

**Pharmacy Profile**

<table>
<thead>
<tr>
<th>Accessible to disabled persons?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participates in the Texas Medicaid program?</td>
<td>Yes</td>
</tr>
<tr>
<td>Translating services (Listed Below If Available)</td>
<td>Spanish</td>
</tr>
</tbody>
</table>

* Please note: The data regarding accessibility, translating services, and insurance participation is self-reported by the license holder and no warranty regarding the information is created. Therefore, neither the State of Texas nor the licensing agency accept any legal liability or responsibility or may be held liable or responsible for the accuracy, completeness, timeliness, or usefulness of this information. Should you have any concern as to the accuracy of the data in this system, please contact the license holder or facility for clarification.

**Remedial Plans**

Remedial plans (if any) are shown above and subject to removal at the end of the 5th fiscal year after the Board enters the plan.

**Services Provided**

| No | Nuclear |
| Yes| Out-Patient Prescriptions |
| No | Ship Prescription Out of State |
| No | Class D (Expanded Formulary) |
| No | Class D (Alternative Visit Schedule) |
| No | Compounding Sterile-Risk Level Low |
| No | Compounding Sterile-Risk Level Med |
| No | Compounding Sterile-Risk Level High |
| Yes| Compounding Non-Sterile |
| No | 24 Hour Service |
| No | Closed Door |
| No | Compounding, Office Use |
| No | Home Delivery |
| No | Infusion |
| Yes| Pharmacist Administered Immunizations |
| Yes| Veterinary Prescriptions |
The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.

### Texas Pharmacist Employment Information

<table>
<thead>
<tr>
<th>Pharmacist Name</th>
<th>License #</th>
<th>Regist. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>License Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABD-EL-RAZEK, MOATAZ TAREK</td>
<td>53029</td>
<td>06/13/2013</td>
<td>12/31/2020</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>OKEGBU, FRANCIS IZUCHUKWU</td>
<td>51039</td>
<td>12/15/2011</td>
<td>03/31/2020</td>
<td>PIC</td>
<td>Active</td>
</tr>
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</table>

### Texas Registered Technicians/Trainees Employment Information

<table>
<thead>
<tr>
<th>Technician/Trainee Name</th>
<th>License #</th>
<th>Regist. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>Reg. Status</th>
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</thead>
<tbody>
<tr>
<td>BUI, TOMMY</td>
<td>286497</td>
<td>08/10/2018</td>
<td>08/31/2020</td>
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<td>Active</td>
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<tr>
<td>CHAMBERS, AMANDA ELAINE</td>
<td>194167</td>
<td>01/21/2011</td>
<td>11/30/2020</td>
<td>Staff</td>
<td>Active</td>
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<tr>
<td>HUDSON, KIMBERLY SUE</td>
<td>297102</td>
<td>06/11/2019</td>
<td>06/30/2021</td>
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<td>Active</td>
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<tr>
<td>MOORE, VICKI RAE</td>
<td>104030</td>
<td>03/17/2004</td>
<td>02/29/2020</td>
<td>Staff</td>
<td>Active</td>
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</tbody>
</table>

### Texas Remote Pharmacy Information

No records to view

### Texas Pharmacy Owner Information

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Owner Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zipcod</th>
</tr>
</thead>
<tbody>
<tr>
<td>WAL-MART STORES TEXAS, LLC</td>
<td>OWNER</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>SLOVENSKI, SEAN MICHAEL</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RICE, DANIEL JOHN</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KLEYN, LUCAS</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HEENAN, GARRETT</td>
<td>OFFICER</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>FLEES, LORI ANN</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Emergency Care

Accidents happen all the time. Be prepared when they do.

Our Baylor Scott & White ER Specialists Are Here for You – Fast

The ER providers at Baylor Scott & White Medical Center – Brenham are trained to handle your medical emergencies, 24 hours a day, seven days a week. Our emergency department is a Level 3 Trauma Center and is one of only three facilities in the state with a Level 3 Stroke designation.

And, with our Rapid Registration, our team provides you with the best care as quickly and efficiently as possible. Now, you can be registered in an average of five minutes or less. Our registration staff works hand-in-hand with our medical team to quickly transition you from the waiting room to a patient-care area, ensuring your medical care begins sooner.

Rapid registration truly works, enabling us to put you back on the fast track to health.

Some patients may have life-threatening or more serious conditions and will be seen before those with non-threatening problems regardless of order of arrival. Please understand this does not mean you are less important to us.

Plan Ahead for Emergencies

Accidents and mishaps often take you by surprise. Planning ahead lessens the stress of a trip to the ER and helps hospital staff to more quickly provide appropriate care. Make a plan that includes:

- A list of emergency contacts
- Directions to your local ER
- Important medical information, from a list of your allergies to current medications you are taking
- A method for alerting family members
**Know Your Route**

Time is almost always a factor in emergency situations. You should know the fastest route to Baylor Scott & White Medical Center – Brenham from your home, office or any other important location that you visit often. You can use this link to print out directions. Keep the directions in the glove compartment of your car for easy reference.

**When to Call 9-1-1**

For medical emergencies requiring immediate attention from the police, fire department, or ambulance personnel, call 9-1-1 for help. Seek emergency assistance if the person is:

- Bleeding heavily and/or uncontrollably
- Experiencing an allergic reaction
- Suffering from chest pain
- Gasping for air or choking
- Feeling suddenly weak or experiencing numbness
- Unconscious and/or unresponsive

Getting the right type of care as quickly as possible is key. Stay calm, respond to the 9-1-1 operator’s questions, be prepared to follow instructions for providing basic aid until help arrives and remain on the phone until instructed to end the call.

**Providing Basic First Aid**

Some emergencies require immediate assistance while medical help is on its way. Be equipped with some basic first aid knowledge to help you during a medical emergency situation.

**For bleeding**

**For unconsciousness**

**For choking**

---

https://www.bswhealth.com/locations/brenham/specialties/emergency-care/Pages/default.aspx
About Our School

Welcome to Our Neighborhood

Christ Lutheran Day School
1104 Carlee Dr.
Brenham, TX 77833
(979) 277-9008

Accredited by Evangelical Lutheran Education Association

Serving Infants 8 weeks old through Pre-K

Monday-Friday 7:15-5:30

The mission of Christ Lutheran Day School is to provide a nurturing environment of Christian faith. It is a place of learning that also proclaims God's word, kindling and nurturing each child's faith. The school provides a quality program that touches on every aspect of a child's development. Our staff offers a wide variety of experiences in a loving Christian environment.

Licensed by the Texas Department of Family & Protective Services

CCMS Provider

Christ Lutheran Day School
Equal Opportunity and Non-Discrimination Statement

Christ Lutheran Day School is an equal opportunity employer and educational institution. We do not discriminate on the basis of race, sex, color, religion, age, handicapping condition, or ethnicity. We believe that the work opportunities we provide should be open to all.

The "DONATE" button has been moved to the upper right corner of the webpage. Please cancel your previous recurring gift and set up a new recurring gift using the new donate button.
## Operation Details

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

<table>
<thead>
<tr>
<th>Operation Number:</th>
<th>510103</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>Child Care Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Christ Lutheran Day School</td>
</tr>
</tbody>
</table>
| Location Address:  | 1104 CARLEE DR  
                    | BRENHAM, TX 77833 |
| Mailing Address:  | 1104 CARLEE DR  
                    | BRENHAM, TX 77833 |
| Phone Number:     | 979-277-9008 |
| County:           | WASHINGTON |
| Website Address:  |          |
| Email Address:    | ginny@christbrenham.org |
| Administrator/Director Name: | Ginny Gaskamp |
| Second Director Name: | Sharon Schwartz |
| Type of Issuance: | Full Permit |
| Issuance Date:    | 3/27/1995 |
| Permit Renewal Due By Date: | 3/27/2021 |
| Conditions on Permit: | No |
| Accepts Child-Care Subsidies: | Yes |
| Hours of Operation: | 07:15 AM-05:30 PM |
| Days of Operation: | Monday - Friday |
| Total Capacity:    | 158 |
| Licensed to Serve Ages: | Infant, Toddler, Pre-Kindergarten, School |
| Total Capacity:    | 158 |
| Number Of Admin Penalties: | 0 |
| Corrective Action: | No |
| Adverse Action:    | No |
| Temporarily Closed: | No |

### Five Year Inspection Summary

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

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

- In the last five years, Licensing conducted the following:
  
  - 8 - Inspections  
  - 0 - Assessments  
  - 1 - Self Reported Incidents  
  - 1 - Reports

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

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

### Five Year Compliance Summary

- During the last five years, 2732 standards were evaluated for compliance at this operation.

- Of the standards evaluated 1 deficiency was cited.
Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember, weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.

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

  - 1 was weighted as **High**
  - 0 were weighted as **Medium - High**
  - 0 were weighted as **Medium**
  - 0 were weighted as **Medium - Low**
  - 0 were weighted as **Low**

  Click on the weight to see additional details about each deficiency.

Disclaimer: The online compliance history includes only information after January 1, 2002. In addition, the online compliance history does not include minimum standard violations or corrective or adverse actions until after the child-care operation has had due process or waived its rights. For compliance history prior to January 1, 2002 or history with pending due process, please contact your local licensing office. Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
Nancy Carol Roberts Memorial Library

979-337-7201

Hours:
Monday-Thursday 9:00 am - 7:00 pm
Friday 9:00 am - 5:00 pm
Closed First Friday of Every Month
Saturday 9:00 am - 3:00 pm
Sunday Closed
Library Information

The library offers a variety of services for adults, teens, and children. There are over **47,000 items in our collection. This number includes books** (regular and large print), audio CDs, DVDs, and a genealogy collection. In addition, the Library offers a large digital content library of e-books, audiobooks, videos, and digital magazines. Services offered include **public access computers with Microsoft Office** and Internet access, laptops, Chromebooks, free WiFi, faxing, color printing, copying, scanning, and borrowing from other libraries through Inter-Library Loan (ILL). **Meeting spaces and study rooms are free to reserve for public use. Meeting spaces must be reserved by Library card holders.**

The library offers adult programs of all kinds, story times for children, and teen activities throughout the year. Each summer, the library has a summer reading program with special programs held on Tuesdays and Thursdays.

Library cards are free and available for any Texas resident and children five and older; a parent or legal guardian’s signature is required for children under the age of 16. A photo ID or proof of residency is also required. The first Library card is free and replacement cards are available for $2.00

For more information, contact the Nancy Carol Roberts Memorial Library at 979-337-7201. The library is located at 100 Martin Luther King, Jr. Pkwy.

Want to make a donation for the library? To Donate contact Andria Heiges by phone 979-337-7202 or email .
Teach a child to read
and they hold the world
at their fingertips.

Nancy Carol Roberts Memorial Library Policy

learning access service community collaboration

Effective January 1, 2017

Adopted by Brenham City Council
Jackson Street Park

Jackson Street Park - 1300 South Jackson Street

Jackson Park Map

For more information call 979-337-7250

Amenities include

- Practice Fields with Lights
- Basketball Courts
- Tennis Courts
- **Playgrounds**
- BBQ pits
- Kitchen
- Walking Trail is 1/2 mile
Usage and Holiday Notices

- Looking to join or avoid scheduled groups? View our program calendar for January
- Competition Pool Closures from 4 pm - 7 pm on High School Swim Meets - January 9
- Blood Drive - January 3 | 10 am - 2:30 pm register online sponsor code BVE5
- January 11 - 2nd Saturday Inflatables - 9 am - 1 pm (regular admission required)

Blue Bell Aquatic Center - 3 Pools in 1 Location

Hours:
Fall, Winter, Spring - Indoor Competition & Therapy Pools
Monday - Friday: 6 am - 1 pm & 4 pm - 7 pm
Saturday: 9 am - 1 pm
Sunday: all pools Closed

Outdoor Leisure Pool Closed - Reopens May 23, 2020

Rates:
Daily Admission: $4
Children 3 and under: $2

<table>
<thead>
<tr>
<th>Pool Passes</th>
<th>Month</th>
<th>Year</th>
<th>Summer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$35</td>
<td>$250</td>
<td>$85</td>
</tr>
<tr>
<td>Seniors (55+)</td>
<td>$25</td>
<td>$200</td>
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</tr>
<tr>
<td>Family *</td>
<td>$55</td>
<td>$450</td>
<td>$145</td>
</tr>
</tbody>
</table>

Note: Rates are subject to change and are approved by City Council. Hours are subject to change due to holidays, special events, weather & attendance*
*families are limited to 6 members per household - additional family members in households greater than 6 can be purchased.
Located at 1800 E. Tom Green St., Brenham, TX 77833. The Aquatic Center is a beautiful three-pool complex composed of an indoor six-lane competition pool, a heated therapy pool, and the outdoor leisure pool. Each offers a wide variety of benefits to the community. The Blue Bell Aquatic Center offers a number of programs and swimming classes throughout the year.

Renew Active™ by UnitedHealthcare members: The Blue Bell Aquatic Center is a participating location for Renew Active™ For more information, go to myrenewactive.com.

Our Pools

The Competition Pool - open year-round
The competition pool is used for both lap and recreational swimming and aerobics classes. It is home to our Brenham High School Swim Team, the Dolphins, and the Brenham Swim Club.

<table>
<thead>
<tr>
<th>Lanes</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td>25 Yards</td>
</tr>
<tr>
<td>Temperature</td>
<td>80°-82°</td>
</tr>
<tr>
<td>Depth</td>
<td>3’8” - 5’9”</td>
</tr>
</tbody>
</table>

Therapy Pool - open year-round
The therapy pool is intended for rehabilitation and gentle water exercise. It is equipped with a wheelchair ramp, and a chair lift.

<table>
<thead>
<tr>
<th>Temperature</th>
<th>91°-93°</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depth</td>
<td>3’6” - 4’0”</td>
</tr>
</tbody>
</table>

Leisure Pool - open seasonally Memorial Day - Labor Day
The outdoor ice cream themed pool is perfect for families with small children. Attractions include a Popsicle Walk, Sundae Slide, multi-spray and slides, and our Big Yellow Slide.

<table>
<thead>
<tr>
<th>Temperature</th>
<th>68°-95°</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depth</td>
<td>0” - 3’6”</td>
</tr>
</tbody>
</table>

Swim Lessons, Fitness Classes & Special Programs

Parties

Make a Splash with a Birthday Bash
Download: Party Brochure | Inflatable Brochure | Inflatable Video

Parties During Regular Operating Hours

Book a pool party! You can party at the Blue Bell Aquatic Center all year round! We have a party hostess on staff to assist you with your party planning needs. Food packages and party guidelines are listed below. Stop by the Blue Bell Aquatic Center or call 979-337-7250 to learn about party options and to book your party today!

Private Parties After Hours
Private parties must be reserved at least two weeks prior to the event; $100 deposit is required. Fee includes guests' admission and lifeguard coverage. No alcohol or glass containers are permitted inside the facility. All rules which apply to the general public must be observed.

Private Party Times

<table>
<thead>
<tr>
<th>Spring/Fall Hours (Indoor Only)</th>
<th>Summer Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Friday:</strong> 7:30pm - 9:30pm</td>
<td>9:00am - 11:00am; 7:30pm - 9:30pm</td>
</tr>
<tr>
<td><strong>Saturday:</strong> 1:30pm - 3:30pm</td>
<td>7:30pm - 9:30pm</td>
</tr>
<tr>
<td><strong>Sunday:</strong> NO SUNDAY</td>
<td>5:15pm - 7:15pm; 7:30pm - 9:30pm</td>
</tr>
<tr>
<td><strong>Rates:</strong> Therapy - $200</td>
<td>Competition - $250 Outdoor Leisure - $300</td>
</tr>
</tbody>
</table>

Extras:

Bring your own food: $50 (Summer Parties Only; Fall/Spring - Bring your own food FREE)

Parties During Operating Hours:

All parties must be reserved at least two weeks prior to the event; a $25 non-refundable deposit is required to hold date & time. You may bring cake and decorations. Single-serve juice boxes are allowed. No other outside food or drinks are allowed. The birthday child is FREE.

Spring/Fall (Comp Pool Only)

Friday: 4:00pm - 7:00pm
Saturday: 10:00am - 1:00pm
Sunday: NO SUNDAY

Packages: Splashtacular $75 - 3 hours room rental; $4/additional person

Summer

Friday: 11:00am - 1:00pm; 2:00pm - 4:00pm; 5:00pm - 7:00pm
Saturday: 11:00am - 1:00pm; 2:00pm - 4:00pm; 5:00pm - 7:00pm
Sunday: 2:00pm - 4:00pm

- Splash $125 - Room/pavilion 2 hours; $5/additional person
- Surfside $150 - Room/pavilion 2 hours; 8 Snack Packs*; $8/additional person
- Tidalwave $175 - Room/pavilion 2 hours; 8 Meal Packs**; $10/additional person

Packages:

*Snack Packs include: 20oz drink & ice cream cup
**Meal Packs include: your choice of food (hotdog, corndog, or Frito pie), 20oz drink & ice cream cup

Packages Include:
- Admission for 8 people
- 6 tables & 16 chairs (Pavilion has 8 Picnic Tables)
- Setup of Tables
- Teardown of tables
- 30 minutes of prep time

Extras:

- Bring your own food: $50 (Summer Parties Only; Fall/Spring - Bring your own food FREE)
- Extra time: $60 - 3 hours
- Extra Tables $5/table (if available)
Henderson Park enjoys a prominent status in the community for the events that have been held prior to and following desegregation. The site for Henderson Park was originally called "North End Park" and later renamed in honor of Mr. Ed "Daddy Ed" Henderson who was a long time resident of the City.

Mr. Henderson originally owned the land and later sold it to the City of Brenham in segments to form the basis for the park as we know it today.

Prior to selling the land, Mr. Henderson originally planted and harvested corn and cotton on the property. He later planted pecan trees from which he sold the annual crop. The trees that remain are a prominent element of the park today.

Beginning in the 1880s the Juneteenth celebration was regularly held in Brenham at Henderson Park. The Park was once home to a large pavilion that hosted dances featuring legendary musicians such as B.B. King and his guitar Lucile, Joe Turner, and Little Richard. The park was also home to all of the athletic events for the Black community and host to a semi-professional baseball team. Amenities at Henderson Park include the following:

- Henderson Baseball Field
- Fink Softball Field
- Korthauer Softball Fields
- Playground Areas
- Kitchen w/ Open Air Canopy
- Basketball Court
- Picnic Areas
- Fighter Jet Memorial
BRENHAM, TX (ROUTE 36 / ANDERSON LN) CRIME

67 Vital Statistics. 1 Condition Alert found.

NEIGHBORHOOD CRIME DATA

**TOTAL CRIME INDEX**

<table>
<thead>
<tr>
<th>INDEX</th>
<th>VALUE</th>
<th>POLICY</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>100 is safest</td>
<td>Safer than 44% of U.S. neighborhoods.</td>
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**NEIGHBORHOOD ANNUAL CRIMES**

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<thead>
<tr>
<th>Number of Crimes</th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>20</td>
<td>124</td>
<td>144</td>
<td>144</td>
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</table>

**Crime Rate (per 1,000 residents)**

<table>
<thead>
<tr>
<th>INDEX</th>
<th>VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.42</td>
<td>21.20</td>
</tr>
</tbody>
</table>

**NEIGHBORHOOD VIOLENT CRIME**

**VIOLENT CRIME INDEX**

<table>
<thead>
<tr>
<th>INDEX</th>
<th>VALUE</th>
<th>POLICY</th>
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</thead>
<tbody>
<tr>
<td>41</td>
<td>100 is safest</td>
<td>Safer than 41% of U.S. neighborhoods.</td>
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</table>

**VIOLENT CRIME INDEX BY TYPE**

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</thead>
<tbody>
<tr>
<td>100</td>
<td>13</td>
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</table>

100 is safest

**VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)**

<table>
<thead>
<tr>
<th>State</th>
<th>Index Value</th>
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<tbody>
<tr>
<td>Route 36 / Anderson Ln</td>
<td>3.42</td>
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<tr>
<td>Brenham</td>
<td>3.78</td>
</tr>
<tr>
<td>Texas</td>
<td>4.11</td>
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</table>

**National Median:** 4

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

<table>
<thead>
<tr>
<th>Location</th>
<th>Chance</th>
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</thead>
<tbody>
<tr>
<td>Route 36 / Anderson Ln</td>
<td>1 IN 293</td>
</tr>
<tr>
<td>Brenham</td>
<td>1 IN 265</td>
</tr>
<tr>
<td>Texas</td>
<td>1 IN 243</td>
</tr>
</tbody>
</table>

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# 2019 Accountability Ratings Overall Summary

**BRENHAM H S (239901001) - BRENHAM ISD**

## Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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<tr>
<td><strong>Overall</strong></td>
<td>85</td>
<td>85</td>
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<tr>
<td><strong>Student Achievement</strong></td>
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<tr>
<td>STAAR Performance</td>
<td>86</td>
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<tr>
<td><strong>College, Career and Military Readiness</strong></td>
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<tr>
<td>Graduation Rate</td>
<td>49</td>
<td>77</td>
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<tr>
<td><strong>School Progress</strong></td>
<td>66</td>
<td>92</td>
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<tr>
<td>Academic Growth</td>
<td>96.7</td>
<td>90</td>
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<tr>
<td>Relative Performance (Eco Dis: 47.9%)</td>
<td>58</td>
<td>83</td>
<td>B</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td>75</td>
<td>82</td>
<td>B</td>
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</tbody>
</table>

## Identification of Schools for Improvement

This campus is identified for additional targeted support.

## Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
This application qualifies for 3 points for Underserved Area under the following subsection:

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

This application is located in Census tract 48477170300. According the HTC property inventory, this tract qualifies for the AHNI.

Source: US Census
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Urban Core

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Jobs
The Latitude and Longitude listed below falls within the site boundary as shown on the boundary survey of the Brenham Trials development.

30.146297, -96.378734

Thanks,

Joseph Parsley, PE, CPESC
Vice President | Carlson Consulting Engineers, Inc
7068 Ledgestone Commons | Bartlett, TN  38133
Ph. 901.384.0404 (Ext. 114) | Fax 901.384.0710 | www.CarlsonConsulting.net
Work Area Profile Analysis
enter your own subtitle

Display Settings
Characteristic Filter: Total Year: 2017

Map Controls
Color Key: Thermal Overlay: Point Overlay: Selection Outline: Identify: Zoom to Selection: Clear Overlays: Animate Overlays:

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

Legends
5 - 108 Jobs/Sq.Mile
109 - 419 Jobs/Sq.Mile
420 - 936 Jobs/Sq.Mile
937 - 1,661 Jobs/Sq.Mile
1,662 - 2,593 Jobs/Sq.Mile
- 1 - 2 Jobs
- 3 - 25 Jobs
- 26 - 123 Jobs

Change Settings

Total Primary Jobs
Year: 2017
- Total Primary Jobs: 2,618

Worker Age
Year: 2017
- Age 29 or younger: 477
- Age 30 to 54: 1,391
- Age 55 or older: 750

Earnings
Year: 2017
- $1,250 per month or less: 466
- $1,251 to $3,333 per month: 895
- More than $3,333 per month: 1,257
Counts and Density of Primary Jobs in Work Selection Area in 2017

All Workers

Map Legend

**Job Density [Jobs/Sq. Mile]**
- 5 - 108
- 109 - 419
- 420 - 938
- 939 - 1,664
- 1,665 - 2,598

**Job Count [Jobs/Census Block]**
- 1 - 2
- 3 - 25
- 26 - 123
- 124 - 388
- 389 - 948

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

<table>
<thead>
<tr>
<th>Total Primary Jobs</th>
<th>2017 Count</th>
<th>Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Primary Jobs</td>
<td>2,618</td>
<td>100.0</td>
</tr>
<tr>
<td>Total</td>
<td>Count</td>
<td>Share</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Total Primary Jobs</td>
<td>2,618</td>
<td>100.0</td>
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</table>
### Analysis Settings

<table>
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<th>Area Profile</th>
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<tbody>
<tr>
<td>Selection area as</td>
<td>Work</td>
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<tr>
<td>Year(s)</td>
<td>2017</td>
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<tr>
<td>Job Type</td>
<td>Primary Jobs</td>
</tr>
<tr>
<td>Labor Market Segment</td>
<td>All Workers</td>
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<tr>
<td>Selection Area</td>
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<td>LODES Data Version</td>
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</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.
2020 HTC Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan

NA
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area
2020 Declared Disaster Areas  
Counties Eligible under §11.9(d)(3) of the 2020 QAP  
as of November 20, 2019

<table>
<thead>
<tr>
<th>Andrews</th>
<th>Comanche</th>
<th>Hansford</th>
<th>Leon</th>
<th>Rains</th>
<th>Washington</th>
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</thead>
<tbody>
<tr>
<td>Angelina</td>
<td>Concho</td>
<td>Hardeman</td>
<td>Liberty</td>
<td>Randall</td>
<td>Webb</td>
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<tr>
<td>Aransas</td>
<td>Coryell</td>
<td>Hardin</td>
<td>Limestone</td>
<td>Real</td>
<td>Wharton</td>
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<td>Harris</td>
<td>Lipscomb</td>
<td>Refugio</td>
<td>Wheeler</td>
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<td>Roberts</td>
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<td>Haskell</td>
<td>Llano</td>
<td>Robertson</td>
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<td>Nolan</td>
<td>Throckmort</td>
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<td>Kimble</td>
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<td>Palo Pinto</td>
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<td>Grimes</td>
<td>Lamar</td>
<td>Parker</td>
<td>Van Zandt</td>
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<td>Guadalupe</td>
<td>Lampasas</td>
<td>Parmer</td>
<td>Victoria</td>
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<tr>
<td>Colorado</td>
<td>Hall</td>
<td>Lavaca</td>
<td>Polk</td>
<td>Walker</td>
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<tr>
<td>Comal</td>
<td>Hamilton</td>
<td>Lee</td>
<td>Potter</td>
<td>Waller</td>
<td></td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Readiness to Proceed

NA
2020 HTC Full Application

Part 2 Tab 11

Site Information Form
Part III
### 1. Site Acreage

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

<table>
<thead>
<tr>
<th>Site Control:</th>
<th>Site Plan:</th>
<th>Appraisal:</th>
<th>ESA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>3.12</td>
<td>NA</td>
<td>3.12</td>
</tr>
</tbody>
</table>

Feasibility Report Survey: 3.12
Feasibility Report Engineer's Plan: 3.12

(*) 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:**

Site control acreage based on final survey, which is 3.12 acres.

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenham Market Square, LP</td>
<td>Paul J. Kevendish</td>
</tr>
</tbody>
</table>

**Address:**

<table>
<thead>
<tr>
<th>2410 S. Market St.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenham</td>
<td>TX</td>
<td>77833</td>
<td>8/27/2018</td>
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</tbody>
</table>

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

If "Yes," please explain:

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

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

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:**

First Baptist Church

**Relationship:**

none

Site Control is in the form of:

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

Expiration of Contract or Option: 9/30/2020
Anticipated Closing Date: 9/30/2020

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:

2/28/2020
3. **Ingress/Egress and Easements [10 TAC §11.204(10)(D)]**
   - 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:
   - 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: ____________________________

2/28/2020
### 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).
  - Contract or option for lease (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
  - Contract for sale or option for purchase (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).
  - If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.

### 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: [https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx](https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx)
The Brenham Trails development site extends to Market Street for the purpose of ingress and egress; however, the access is the width of one lane. It is intended that Beaumont Trails will construct and have one direction of traffic located on the development site, and the land seller will construct the other direction of traffic next to the development site. The land seller will provide an access easement to Brenham Trails for use of the other lane. The easement is stated in the site control documentation. Per the QAP, evidence of this easement along with evidence that the fee title owner of the property agrees that the LURA may extend to the access easement will be provided by the time of Commitment.
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Assignment”) is entered into this 21st day of January, 2020, by and between Trinity Housing Development Texas, LLC, a Texas Limited Liability Company (“Assignor”) and Trinity Brenham Trails, LP (“Assignee”).

RE bâtals

A. On or about January 10, 2020, ASSIGNOR and BRENHAM MARKET SQUARE, LP, Paul Leventis, President (Seller) entered into a certain Contract of Sale Agreement ("Agreement"), a copy of which is attached hereto as Exhibit A and made a part hereof. Except as expressly provided herein, each capitalized term used in this Assignment and not otherwise defined herein shall have the meaning given to such term in the Agreement.

B. Assignor desires to assign to Assignee and Assignee desires to accept assignment from Assignor, those certain rights, duties and obligations of Assignor under the agreement.

AG reement

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. For the assignment set forth above, Assignee hereby assumes all of the duties, responsibilities, obligations and liabilities of Assignor under the Agreement.

2. This Assignment and Assumption Agreement and all covenants, representations and warranties made herein shall inure to the benefit of Assignee and Assignee’s successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed this 21st day of January, 2020.

(SIGNATURES ON FOLLOWING PAGE)
ASSIGNOR: Trinity Housing Development Texas, LLC
By: J. Ryan Hamilton, Presiding Manager

ASSIGNEE: Trinity Brenham Trails, LP
         a Texas Limited Partnership
         By: Trinity Brenham Trails GP, LLC
         a Texas Limited Liability Company
         its General Partner
         By: J. Ryan Hamilton, Managing Member
COMMERCIAL CONTRACT - UNIMPROVED 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: Brenham Market Square LP

Address: 1722 Broadmoor Drive, Suite 212, Bryan, TX 77802
Phone: 979.255.2407 E-mail: paul@brazostrace.com

Buyer: Trinity Housing Development Texas, LLC

Address: 809 S Lamar Blvd, Suite A, Austin TX 78704
Phone: 713.409.0211 E-mail: mfogel@trinityhousingdevelopment.com

2. PROPERTY:

A. "Property" means that real property situated in Washington County, Texas at 2410 S Market Street, City of Brenham (address) and that is legally described on the attached Exhibit or as follows:

3 acres south of Market Street and west of Ryan ST as shown on Exhibit A Legal description to follow with Survey.

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

(1) 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;

(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and

(3) Seller's interest in all licenses and permits related to the Property.

(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.)

3. SALES PRICE:

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

(1) Cash portion payable by Buyer at closing $ 620,730

(2) Sum of all financing described in Paragraph 4

(3) Sales price (sum of 3A(1) and 3A(2)) $ 620,730
B. Adjustment to Sales Price: (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.
☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of $4.75 per:
☐ (i) square foot of total area □ net area.
☐ (ii) acre of total area □ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) the access easement area to Market Street.

(c) If the sales price is adjusted by more than _______% of the stated sales price, either party may terminate this contract by providing written notice to the other party within _______ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) 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 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 $10,000 as earnest money with Aggieland Title Company at 3740 Copperfield Dr, Ste. 101, Bryan, TX 77802 (address) Chad Kolbe (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
   ☐ (ii) _______.

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 AND SURVEY:

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:
   (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.

(3) Within 15 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.

B. Survey: Within 60 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 or 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 20 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 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

   (1) Within 120 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing 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 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 of Buyer’s actual receipt of the survey; or (ii) of 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.

(3) Buyer’s failure to timely object or terminate under this Paragraph 6C 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 210 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 Addendum A] 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 ________ 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.
Commercial Contract - Unimproved Property concerning  

Brenham Market Square

(2) 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.

(3) 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
    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 __30__ days after the effective date, Seller will deliver to
    Buyer: (Check all that apply.)
   □ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including
       any modifications, supplements, or amendments to the leases;
   □ (b) 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;
   □ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses
       made on or relating to the Property;
   □ (d) copies property tax statements for the Property for the previous 2 calendar years;
   □ (e) plats of the Property;
   □ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
       and
   □ (g) ____________________________

(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 28 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

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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 advance sums paid by a tenant under any lease;
4. any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
5. 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 ________ 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: SUN RIVERSTONE COMMERCIAL REAL ESTATE
Agent: JESS BUENGER
Address: 810 S UNIVERSITY DR E, FORT COLLEGE STATION, TX 77840
Phone & Fax: (979) 431-4400
E-mail: jess.buenger@svn.com
License No.: 9005980

Cooperating Broker: N/A
Agent:
Address:
Phone & Fax: 
E-mail: 
License No.: 

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

Cooperating Broker: (Check only (1) or (2) below.)

☐ (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:

Principal Broker a total cash fee of: [ ] _________% of the sales price.

Cooperating Broker a total cash fee of: [ ] _________% of the sales price.

The cash fees will be paid in [ ] 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) [ ] days after the expiration of the feasibility period.
   [ ] September 30, 2020 (specific date).
   (2) 7 days after objections made under Paragraph 6C 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, at Seller's expense, a [ ] general [ ] 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 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) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) 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 (IRS) together with appropriate tax forms; and
   (6) 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 issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (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 a lease for any part of 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.)

Addendum A - Special Provisions Addendum

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;
   (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 of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer’s lender;
   (5) one-half of any escrow fee;
   (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.
   (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 the 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(3) 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. **CONDEMNATION:** If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
   
   A. 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 paid under Paragraph 7B(1), will be refunded to Buyer; or
   
   B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
      
      (1) Seller and the sales price will be reduced by the same amount; or
      
      (2) 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.)

☐ 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, improvements;
2. any pending or threatened litigation, condemnation, or assessment affecting the Property;
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 condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) 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.

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

☐ 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 Financing Addendum (TXR-1931);
(3) Commercial Property Condition Statement (TXR-1408);
(4) Commercial Contract Addendum for Special Provisions (TXR-1940);
(5) Notice to Purchaser of Real Property in a Water District (MUD);
(6) Addendum for Coastal Area Property (TXR-1915);
(7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
(8) Information About Brokerage Services (TXR-2501);
(9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
(10) Addendum A - Special Provisions

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer □ may or □ 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 obligations and liability of Buyer 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 of the 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-1915) 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. 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.

H. 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."

I. 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 January 10, 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: Brenham Market Square, LP

Buyer: Trinity Housing Development Texas LLC

By: [Signature]
   Printed Name: Paul J. Trentman
   Title: President

By: [Signature]
   Printed Name: J Ryan Hamilton
   Title: Managing Member

By: 
   Printed Name: 
   Title: 

By: 
   Printed Name: 
   Title: 


(TXR-1802) 4-1-18

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PAUL - Austin
**AGREEMENT BETWEEN BROKERS**
(Use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay __________________________ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- $_________ , or
- _________% 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: __________________________

Cooperating Broker: __________________________

By: __________________________

By: __________________________

**ATTORNEYS**

<table>
<thead>
<tr>
<th>Seller's attorney:</th>
<th>Buyer's attorney:</th>
</tr>
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<tbody>
<tr>
<td>Address:</td>
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<td>Phone &amp; Fax:</td>
<td>Phone &amp; Fax:</td>
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Seller's attorney requests copies of documents, notices, and other information:

- [ ] the title company sends to Seller.
- [ ] Buyer sends to Seller.

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

- [ ] the title company sends to Buyer.
- [ ] Seller sends to Buyer.

**ESCROW RECEIPT**

The title company acknowledges receipt of:

- [X] A. the contract on this day 11/16/2020 (effective date);
- [X] B. earnest money in the amount of $16,000.00, in the form of Wire Transfer, on 11/16/2020.

Title company: [OggieLand Title Company]

Address: 3140 Cooperfield Dr #101

Phone & Fax: (979) 731-8400 (979) 73-8408

By: [Chad Hill]

Assigned file number (G#): 32724

E-mail: [Chad@oggieLand.title.com]
ADDENDUM “A”

SPECIAL PROVISIONS

1. **Earnest Money and Buyer’s Right to Terminate.**
   a) Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller at any point prior to August 15, 2020.
   b) If the Contract is terminated by Buyer within 60 days of the Effective Date, the full amount of the Earnest Money shall be refunded to Buyer.
   c) If the Contract is terminated by Buyer between 60 days and 120 days of the Effective Date, half of the Earnest Money shall be returned to Buyer, and the remaining half shall be retained by Seller.
   d) If the Contract is terminated by Buyer more than 120 days after the Effective Date, the full amount of the Earnest Money shall be retained by Seller.
   e) The Earnest Money shall be applied to the Sales Price at Closing.

2. **Access Easement.** Seller will grant to Buyer an access Easement, shown on Exhibit A, between the Property and Market Street. Buyer and Seller shall share the cost of constructing an entry drive from Market Street into the entry of the Property.

3. **Drainage Easement.** Seller will grant to Buyer an easement for stormwater drainage. Seller is responsible for constructing an offsite detention pond for non-exclusive use by Buyer.

4. **Extension Option.** Buyer shall have the right, at its sole discretion, to extend the Closing Date for one period of sixty (60) days (the “Extension Option”), by written notice to Seller not less than five days prior to the then current Closing Date, together with deposit in escrow of the amount of Fifteen Thousand Dollars ($15,000) for such extension, which payments shall be non-refundable (except in the event of Seller’s default hereunder or inability to deliver title to the Property in the condition required hereunder) but shall be applicable to the Sales Price.

5. **Environmental Clearance.** Buyer and Seller acknowledge the following:
   a) Purchaser may submit an application for Multifamily Direct Loan funds from the Texas Department of Housing and Community Affairs (TDHCA) for a proposed multifamily development on the property described in this Contract.
   b) That an environmental review and clearance may be required for the property described in this Contract should the project receive an award of Multifamily Direct Loan funds.
   c) That the property described in this Contract will not be able to be transferred until the property receives environmental clearance (if applicable) should the project receive an award of Multifamily Direct Loan funds.
d) Furthermore, notwithstanding any other provision of this Contract, Purchaser may terminate contract and no transfer of title to the Purchaser may occur, unless and until TDHCA has provided Buyer and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. TDHCA shall use its best efforts to conclude the environmental review of the property expeditiously.

6. Use of Property Buyer may only utilize the property for the development & construction of Senior age-restricted Multifamily housing including that of the Tax Credit classification.

7. Unit Mix of Proposed Multifamily Buyer agrees that the property shall contain no more than ten (10) units of “Market Rate”, non tax-credit, multifamily units unless a different amount is agreed upon, in writing, between Buyer and Seller.

8. Disclosure of Studies & Reports Buyer agrees to furnish to Seller a copy of all due diligence and feasibility reports including, but not limited to, all market studies.

Senior Initials  Buyer Initials
AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY ("Contract")
2410 Market Street, Brenham Market Square

Seller: BRENHAM MARKET SQUARE LP
Buyer: TRINITY HOUSING DEVELOPMENT TEXAS, LLC, assigned to TRINITY BRENHAM TRAILS, LP

Buyer and Seller hereby agree to the following:

1. PROPERTY: The Property size is 3.12 acres. The Survey with legal description is appended to this Contract as Exhibit B.

2. ADJUSTMENT TO SALES PURCHASE PRICE: No adjustment will be made to the sales price of $620,730.

3. EFFECTIVE DATE OF THE CONTRACT/EXECUTION DATE: Buyer and Seller agree that the Effective Date of the Contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract. The contract was receipted on January 10, 2020 by Aggieland Title Company. (Item 24. EFFECTIVE DATE)

SELLER:
BRENHAM MARKET SQUARE LP
By: ____________________________
Name: Paul J. Leventis
Title: President

BUYER:
TRINITY HOUSING DEVELOPMENT TEXAS, LLC
By: ____________________________
Name: J. Ryan Hamilton
Title: Managing Member

Trinity Brenham Trails, LP
a Texas Limited Partnership

By: Trinity Brenham Trails GP, LLC
a Texas Limited Liability Company
its General Partner

By: ____________________________
J. Ryan Hamilton
Managing Member
2020 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Title Commitment
COMMITMENT FOR TITLE INSURANCE  T-7
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY
SCHEDULE A

Effective Date: January 17, 2020, 8:00 am
Commitment issued January 28, 2020, 5:00 am

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: $620,730.00
      PROPOSED INSURED: Trinity Brenham Trails, LP, a Texas limited partnership
   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:
   Brenham Market Square, LP, a Texas limited partnership

4. Legal description of land:
   SEE ATTACHED EXHIBIT "A"

Form T-7: Commitment for Title Insurance
EXHIBIT "A"

Situated in the City of Brenham, County of Washington and State of Texas and known as being a 3.12 acre partition of land in the John Long Survey, A-156, conveyed to Brenham Market Square, LP by deed recorded in Volume 1644, page 324, Official Records, Washington County, Texas and is further bounded and described as follows:

BEGINNING at a capped 5/8" iron rebar set in the southerly right-of-way line of South Market Street, said corner lying south 73° 42' 29" East, along said right-of-way line, a distance of 364.11 feet from a 1/2" iron rebar found at a northeasterly corner of land conveyed to Leo LaRue by deed recorded in volume 1369, page 299, Official Records, Washington County, Texas;

THENCE continuing South 73° 42' 29" East, along said right-of-way line, a distance of 50.00 feet to a capped 5/8" iron rebar set;

THENCE South 16° 00' 12" West a distance of 195.44 feet to a capped 5/8" iron rebar set at a point of curvature;

THENCE Southeasterly along the arc of a curve deflecting to the left a distance of 39.27 feet, said curve having a radius of 25.00 feet and a chord which bears South 28° 59' 48" East, 35.36 feet to a capped 5/8" iron rebar set at a point of tangency;

THENCE South 73° 59' 48" East a distance of 260.54 feet to a capped 5/8" iron rebar set;

THENCE South 15° 56' 54" West a distance of 11.00 feet to a capped 5/8" iron rebar set;

THENCE South 19° 49' 44" West a distance of 230.44 feet to a capped 5/8" iron rebar set;

THENCE South 23° 36' 58" West a distance of 148.83 feet to a capped 5/8" iron rebar set;

THENCE North 73° 59' 48" West a distance of 300.46 feet to a capped 5/8" iron rebar set;

THENCE North 16° 00' 12" East a distance of 609.14 feet to the PLACE OF BEGINNING containing 136,013 square feet or 3.12 acres of land, more or less.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item No. 2 of Schedule B.
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

COMMONWEALTH LAND 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):

   Volume 1681, page 469, Official Records, Washington County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon Company's receipt, review and approval of a current land title survey, and payment of any promulgated premium, this item can be amended to read in its entirety 'shortages in area'.

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,
   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,
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _______ 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. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

   b. Easements and Building Setbacks as shown or noted on plat Plat Cabinet File No. 713 A&B and 714 A&B, Plat Records of Washington County, Texas.

   c. Easements or claims of easements which are not recorded in the public records of Washington County, Texas.

   d. Subject to a telephone line and power line easement per deed dated May 18, 1983, recorded in Volume 450, page 35, Deed Records of Washington County, Texas.

   e. Subject to a written but unrecorded month to month lease of the residence situated on the property herein described, and for the same consideration stated above per deed dated May 18, 1983, recorded in Volume 450, page 35, Deed Records of Washington County, Texas.


   g. Utility Easement dated July 17, 2003, executed by First Baptist Church of Brenham, Texas to City of Brenham recorded in Volume 1088, page 675, Official Records of Washington County, Texas, together with all rights incident thereto. Title to said interest not checked subsequent to date of such document.

   h. Intentionally Deleted.

   i. Intentionally Deleted.

   j. Intentionally Deleted.

   k. Intentionally Deleted.

   l. Intentionally Deleted.

   m. Intentionally Deleted.

   n. Intentionally Deleted.

   o. Intentionally Deleted.


   q. Intentionally Deleted.
r. Mineral Reservation as set out in deed dated May 18, 1983 from Dana I. Kestenbaum and Beatrice Kestenbaum to Walter Thielemann and Lee Roy Lehrmann, recorded in Volume 450, page 35, Deed Records of Washington County, Texas. Title to this interest not investigated subsequent to date of said instrument.

s. Mineral Reservation as set out in deed dated October 10, 2002 from T&L Development et al to The First Baptist Church of Brenham, a Texas non-profit corporation, recorded in Volume 1049, page 903, Official Records of Washington County, Texas. Title to this interest not investigated subsequent to date of said instrument.

t. Intentionally Deleted.

u. Intentionally Deleted.

v. 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.

w. Maintenance charges, dues, transfer fees, conveyance fees and assessments, and any and all liens against the herein described property arising from or relating to such maintenance charges, dues, fees and assessments as provided in the Declaration of Covenants, Conditions and Restrictions for Market Square Brenham, recorded in Volume 1681, page 469, Official Records of Washington County, Texas. Company insures the insured against loss, if any, sustained by the insured under the terms of the Policy if this item is not subordinated to the lien of the insured mortgage.

x. Rights of parties in possession.
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

COMMONWEALTH LAND 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, subcontractors, laborers and suppliers have been fully paid, and that no mechanics, 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. Vendor's Lien retained in deed dated August 27, 2018 from The First Baptist Church of Brenham, Texas, a Texas non-profit corporation to Brenham Market Square, LP, a Texas limited partnership recorded in Volume 1644, page 324, and being corrected in Correction Instrument recorded in Volume 1645, page 90, securing the payment of one note of even date therewith in the principal sum of $2,326,000.00, payable to Extraco Banks, N.A., and additionally secured by Deed of Trust of even date therewith executed by Brenham Market Square, LP, a Texas limited partnership to Lewis McReynolds, Trustee, said deed of trust filed for record with the County Clerk of Washington County, Texas on September 4, 2018 and recorded in Volume 1644, page 337, Official Records of Washington County, Texas.

6. We require a metes and bounds legal description for the subject property be supplied prior to closing and if we will be asked to provide extended survey coverage, we will require a metes and bounds survey performed by a registered professional land surveyor showing all improvements and easements affecting subject property. Survey must meet qualifications of a land title survey according to The Manual of Practice for Land Surveying in the State of Texas.

7. If a durable power of attorney is to be used in this transaction:
   a. It is not received by the underwriter until submitted to underwriting counsel for review.
   b. Company requires an original power of attorney be provided that is suitable for filing of record, as required by Section 751.151 of the Texas Estates Code.
All documents in this transaction to be filed of record, including but not limited to any durable power of attorney used in this transaction, must wholly be in the English language, as required by Texas Property Code Section 11.002(a), in order to be filed in the real property records. If not wholly in the English language, company requires and requests a sworn English translation as described in Section 11.002, subparagraphs (b) or (c), of the Texas Property Code, suitable for filing of record.

8. “As to any document creating your title or interest that will be executed or recorded electronically, or notarized pursuant to an online notarization, the following requirements apply:

- Confirmation prior to closing that the County Clerk of Washington County, Texas has approved and authorized electronic recording of electronically signed and notarized instruments in the form and format that is being used.
- Electronic recordation of the instruments to be insured in the Official Records of Washington County, Texas.
- Execution of the instruments to be insured pursuant to the requirements of the Texas Uniform Electronic Transactions Act, Chapter 322 of the Business and Commerce Code.
- Acknowledgement of the instruments to be insured by a notary properly commissioned as an online notary public by the Texas Secretary of State with the ability to perform electronic and online notarial acts under 1 TAC Chapter 87.”

9. Provide evidence that all fees and assessments due to CS Market Square Brenham Property Owners Association, Inc., a Texas non-profit corporation Association have been paid.

Countersigned
AggieLand Title Company

By [Signature]
COMMITMENT FOR TITLE INSURANCE  T-7

SCHEDULE D

GF No. 39364

Effective Date: January 17, 2020, 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, Commonwealth Land 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: Chicago Title Insurance Company, which is owned 100% by Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.


   Officers: President, Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: Luna Buyer, LLC dba Aggieland Title Company

   (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium as follows:

      Jason Parnell Bienski, ATGC Holdings, LLC, Dennis Herbert Goehring, Lance Greer Luna, Otie Carl Luna, Scott Lloyd Luna, Chris William Peterson, Page Dane Thornton.

   (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium as follows:

      None

   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

      Officers/Directors: CEO and Manager, Scott Lloyd Luna; COO and On-Site Manager, Chad Karl Kolbe; Secretary and Manager, Dennis Herbert Goehring; CFO and Manager, Otie Carl Luna.

   (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 premium that 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 subparagraphs (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 $3,576.00
   Loan Policy $0.00
   Endorsement Charges $0.00
   Other $0.00
   Total $3,576.00

Form T-7: Commitment for Title Insurance
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>
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</thead>
</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."
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
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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

We (COMMONWEALTH LAND 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.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

AGGIELAND-TITLE COMPANY
3740 Copperfield Dr., Suite 101
Bryan, TX 77802
Agent 979-731-8400

Authorized Countersignature

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7087 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.

Commitment for Title Insurance Form T-7
Effective 1-3-2014
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. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Commitment for Title Insurance Form T-7
Effective 1-3-2014
Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of COMMONWEALTH LAND TITLE INSURANCE COMPANY AND AGGIELAND TITLE COMPANY.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the Real Estate Agent or Lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your personal information.
Increase in Eligible Basis

NA
Multiple Site Information

NA
2020 HTC
Full Application

Part 2 Tab 14

Elected Officials
Elected Officials

- **US Representative**
  - Name
  - District

- **State Senator**
  - Name
  - District

- **Support Letter**
  - Name
  - Address
  - City
  - Zip

- **City Mayor**
  - Name
  - Address
  - City
  - Zip

- **School Superintendent**
  - Name
  - District
  - Email

- **County Judge**
  - Name
  - Email

- **Presiding officer of Board of Trustees**
  - Name
  - Email

- **District/Precinct**
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- **District/Precinct**
  - Name
  - Email or Phone

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

No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

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

2/26/2020
2020 HTC
Full Application

Part 2 Tab 15

Neighborhood Organizations
Neighborhood Organizations

Select one of the following options:

- 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.

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<tr>
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<th>Name of Organization</th>
<th>Contact Name</th>
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</tbody>
</table>

Date: 2/26/2020
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes a 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]

J. Ryan Hamilton
Printed Name

Missouri
Notary Public, State of

Greene County

My Commission expires

August 7, 2021

2-7-20
Date

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 7 day of February, 2020

[Notary Public Signature]

GEORGETTA LOWERY
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 7, 2021
Commission #17938779

2/5/2020
Development Narrative

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

   - [ ] New Construction
   - [ ] and/or: NA

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

   - Previous TDHCA # NA

   - If Acquisition/Rehab or Rehab, original construction year: NA

   - If Reconstruction, Units Demolished NA

   - Units Reconstructed NA

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

2. **The Target Population will be:**

   - [ ] Elderly

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

     - [x] 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.

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

---

**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.
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.

The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.

The Development does not violate TR 1.42-9 and the Application includes a private letter ruling (“PLR”).

Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources’ authority to target the intended population is included behind this Tab.

Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

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

3. Staff Determinations regarding definitions of development activity obtained?

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

4. Narrative

The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.

The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.

The Development does violate TR 1.42-9 and the Application includes a private letter ruling (“PLR”).

Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources’ authority to target the intended population is included behind this Tab.

Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

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.

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

Brenham Trails is a typical senior development with three stories. Of note is that half of the entrance road will be on the development site and the other half will be constructed by the land seller.

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></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>0.00%</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>$ 978,020</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 cannot 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>Select NOFA</td>
</tr>
<tr>
<td>Nonprofit</td>
<td>USDA</td>
</tr>
<tr>
<td>USDA</td>
<td>Select Set-Aside</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? No
Has this site/activity previously received TDHCA funds? No
If “Yes” Enter Project Number: NA and TDHCA funding source: NA

Has this site/activity previously received non-TDHCA federal funding? No
If yes, source: NA
Will this site/activity receive non-TDHCA federal funding for costs described in this Application?  No

8. **Qualified Low Income Housing Development Election (HTC Applications only)**

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

- At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
- Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission:
1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>49</td>
<td>7</td>
</tr>
</tbody>
</table>

Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   A. **Unit Sizes**

   Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>500</td>
</tr>
<tr>
<td>1</td>
<td>600</td>
</tr>
<tr>
<td>2</td>
<td>800</td>
</tr>
<tr>
<td>3</td>
<td>1,000</td>
</tr>
<tr>
<td>4</td>
<td>1,200</td>
</tr>
</tbody>
</table>

   **OR:**

   Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

   B. **Unit Requirements (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**

   Application is a **Tax Exempt Bond Development** and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).

   Application is requesting **Direct Loan and not concurrently layered with Housing Tax Credits** and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

   **Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6(2), see Tab 19 for Resident Services scoring elections)**

   Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

   Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. **Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207; 10 TAC §11.101(b)(8)]**

   Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

   **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

   **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).**

2/27/2020
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 meets the minimum size requirements below: (6 points)
     - Bedroom Size: 0, 1, 2, 3, 4
     - Square Footage: 550, 650, 850, 1,050, 1,250
     - Points claimed: 6

   - Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).* (9 points)

   * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

2. **Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]**
   - At least 20 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - 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.

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

4. **Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]**
   - 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.

   *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.

   - Total Number of Units at 50% or less of AMGI 13
   - Number of 30% Units used to score points under §11.9(c)(2)* 4
   - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost) 9
   - Percentage used for calculation of eligible points under §11.9(c)(1) 21.95%

   - 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) 15

   OR (DO NOT COMPLETE BOTH)

**Self Score Total: 113**
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. Points Claimed: 15

5. Rent Levels of Residents [Competitive HTC Applications only] [§11.9(c)(2)]

If selecting points from §11.9(c)(1)(A) or §11.9(c)(1)(B), these levels are in addition to those committed under paragraph (1) of this subsection. If selecting points from §11.9(c)(1)(C) or §11.9(c)(1)(D), these levels are included in the income average calculation under paragraph (1) of this subsection. These units must be maintained at this rent level throughout the Affordability Period regardless of the Average Income calculation. Mark only one box below:

- Development is Supportive Housing proposed by a Qualified Nonprofit, and at least 20% (less Units used for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (13 points)
- Development is Urban, and at least 10% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
- Development is Rural, and at least 7.5% (less Units used for eligibility for boost or in A or B above) of all low-income Units are restricted at 30% or less of AMGI; or (11 points)
- At least 5% (less Units used for eligibility for boost or in A or B above) of all low-income Units at 30% or less of AMGI. (7 points)

Application is seeking points for Rent Levels of Residents. Points Claimed: 11

6. Resident Services [Competitive HTC Applications and Direct Loan Applications ] [§11.9(c)(3) and §13.6(2)]

- 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. 10
- Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. 1

Application is seeking points for Resident Services. Points Claimed: 11

7. Residents with Special Housing Needs [Competitive HTC Applications only] [§11.9(c)(6)]

A. 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)

B. 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)

Application is seeking points for Residents with Special Housing Needs. Points Claimed: 3

8. Pre-Application Participation [Competitive HTC Applications only] [§11.9(e)(3)]

- Development is requesting Pre-Application Points. 0

9. Extended Affordability [Competitive HTC Applications only] [§11.9(e)(5)]

- Development will maintain a 35 year Affordability Period. 0
- Development will maintain a 40 year Affordability Period. 0
- Development will maintain a 45 year Affordability Period. 4

Application is seeking points for Extended Affordability. Points Claimed: 4
10. **Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]**

- Application requests points for Historic Preservation.
- Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.
- Application includes documentation from the THC that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.
- Application includes evidence that the THC received the request for determination of preliminary eligibility and supporting information on or before February 1 of the current year.
- Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.
- At least 75% of the residential units will be within the Certified Historic Structure.
- **Attached behind this tab are the THC letter and other documentation described above.**
- Application is eligible for five (5) points.

11. **Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]**

- Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

12. **Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]**

- Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/2/2019.
Part 3 Tab 20

Existing Development Information

NA
2020 HTC
Full Application

Part 3 Tab 21

Occupied Developments

NA
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Follow these steps in Adobe Acrobat to convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK Properties > Adobe PDF Settings > Default Settings: High Quality Print

Site Plan which:

- states the size of the site on its face;
- includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc.;
- includes a table matrix specifying the square footage of Common Area space on a building by building basis;
- identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
- shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
- indicates the location and number of parking spaces, garages and carports, as applicable;
- indicates the location and number of accessible parking spaces, including van accessible spaces;
- includes information regarding local parking requirements, as applicable;
- indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
- indicates placement of detention/retention pond(s) or states there are no detention ponds;
- clearly delineates the flood plain boundary lines or states there is no floodplain;
- describes, if applicable, how flood mitigation or other required mitigation will be accomplished;
- identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)); and
- identifies all Amenities.

Residential Building floor plans should include the following, building by building:

- separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
- location of accessible units (unless included on Site Plan).

Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:

- spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
- spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

For Supportive Housing only, specification of space to be used for 75 sq. ft./unit common space. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.

Unit floor plans for each type of Unit:

- must include the square footage of each type of Unit; and
- must include floor plans for the accessible Units.

Elevations for each side of each building type which include:

- a percentage estimate of the exterior composition of each elevation; and
- roof pitch.

Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.

2/26/2020
TRINITY HOUSING - SENIORS
BRENHAM, TEXAS
49 UNITS
UNIT AMENITIES
- Nine Foot Ceilings
- Covered Patios
- Self Cleaning Ovens
- Refrigerator with Ice Maker
- Microwave Oven
- 30% Masonry on Exterior
- R15 Walls/R30 Ceilings
- Storage Closet Greater than 8 S.F.

UNIT A1 - ONE BEDROOM, ONE BATH 650 S.F.
SCALE 1/4" = 1'-0"
PATIO = 62 S.F.
STORAGE = 11 S.F.
UNIT A1 HC - ONE BEDROOM, ONE BATH  
650 S.F.

UNIT AMENITIES
- NINE FOOT CEILINGS
- COVERED PATIOS
- SELF CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- MICROWAVE OVEN
- 30% MASONRY ON EXTERIOR
- R15 WALLS/R30 CEILINGS
- STORAGE CLOSET GREATER THAN 8 S.F.
UNIT AMENITIES
- NINE FOOT CEILINGS
- COVERED PATIOS
- SELF CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- MICROWAVE OVEN
- 30% MASONRY ON EXTERIOR
- R15 WALLS/R30 CEILINGS
- STORAGE CLOSET GREATER THAN 8 S.F.

UNIT A1 PART. 01 - ONE BEDROOM, ONE BATH 671 S.F.
SCALE 1/4" = 1' - 0"
PATIO = 62 S.F.
STORAGE = 11 S.F.
UNIT A2 - ONE BEDROOM, ONE BATH
650 S.F.

UNIT AMENITIES
- NINE FOOT CEILINGS
- SELF CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- MICROWAVE OVEN
- 30% MASONRY ON EXTERIOR
- R15 WALLS/R30 CEILINGS

UNIT A2 - ONE BEDROOM, ONE BATH 650 S.F.

SCALE 1/4" = 1' - 0"  PATIO = 0 S.F.
STORAGE = 0 S.F.
UNIT AMENITIES
- NINE FOOT CEILINGS
- COVERED PATIOS
- SELF CLEANING OVENS
- REFRIGERATOR WITH ICE MAKER
- MICROWAVE OVEN
- 30% MASONRY ON EXTERIOR
- R15 WALLS/R30 CEILINGS
- STORAGE CLOSET GREATER THAN 8 S.F.

UNIT B1 HC - TWO BEDROOM, ONE BATH  852 S.F.

SCALE 1/4" = 1'-0"

PATIO = 66 S.F.
STORAGE = 9 S.F.

TRINITY HOUSING - SENIORS
BRENHAM, TEXAS

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ross architects
A2.5
SECOND FLOOR S.F. TOTALS (CLUB NOT INCLUDED)

<table>
<thead>
<tr>
<th>Space Description</th>
<th>Total S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NET RENTABLE AREA</td>
<td>10,367 S.F.</td>
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<tr>
<td>STORAGE / HVAC / MECH CLOSETS</td>
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<tr>
<td>STAIRWAYS, BREEZEWAYS, AND CORRIDORS, ELEVATOR</td>
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<td>AND MECH</td>
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<tr>
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<td>PRIVATE OUTSIDE STORAGE</td>
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BUILDING 'A' S.F. TOTALS

<table>
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<tbody>
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<td>9,314 S.F.</td>
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<td>MECH</td>
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THIRD FLOOR S.F. TOTALS

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<tr>
<td>STORAGE / HVAC / MECH CLOSETS</td>
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<td>3,452 S.F.</td>
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</tr>
<tr>
<td>PRIVATE COVERED PATIO</td>
<td>1,081 S.F.</td>
</tr>
<tr>
<td>PRIVATE OUTSIDE STORAGE</td>
<td>177 S.F.</td>
</tr>
</tbody>
</table>

FIRST FLOOR S.F. TOTALS (CLUB NOT INCLUDED)

<table>
<thead>
<tr>
<th>Space Description</th>
<th>Total S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NET RENTABLE AREA</td>
<td>10,366 S.F.</td>
</tr>
<tr>
<td>STORAGE / HVAC / MECH CLOSETS</td>
<td>336 S.F.</td>
</tr>
<tr>
<td>STAIRWAYS, BREEZEWAYS, AND CORRIDORS, ELEVATOR</td>
<td>2,410 S.F.</td>
</tr>
<tr>
<td>AND MECH</td>
<td></td>
</tr>
<tr>
<td>PRIVATE COVERED PATIO</td>
<td>895 S.F.</td>
</tr>
<tr>
<td>PRIVATE OUTSIDE STORAGE</td>
<td>145 S.F.</td>
</tr>
</tbody>
</table>

BUILDING 'A' S.F. TOTALS

<table>
<thead>
<tr>
<th>Space Description</th>
<th>Total S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NET RENTABLE AREA</td>
<td>35,780 S.F.</td>
</tr>
<tr>
<td>STORAGE / HVAC / MECH CLOSETS</td>
<td>1,625 S.F.</td>
</tr>
<tr>
<td>STAIRWAYS, BREEZEWAY, CORRIDORS, ELEVATOR AND</td>
<td>9,314 S.F.</td>
</tr>
<tr>
<td>MECH</td>
<td></td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 3 Tab 23

Specifications and Building/Unit Type
Configuration and

Tab 23a, 23b, 23c Forms
**Specifications and Amenities (check all that apply)**

**Building Configuration**

<table>
<thead>
<tr>
<th>Building Configuration</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
<th>Scattered Site</th>
<th>Fourplex</th>
<th>&gt; 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
</table>

**Development will have:**

<table>
<thead>
<tr>
<th>Fire Sprinklers</th>
<th>Elevators</th>
<th># of Elevators</th>
<th>3500 Wt. Capacity</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shed or Flat Roof Carport Spaces</th>
<th>Detached Garage Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attached Garage Spaces</th>
<th>Uncovered Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Structured Parking Garage Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Floor Composition/Wall Height:**

<table>
<thead>
<tr>
<th>100% Carpet/Vinyl/Resilient Flooring</th>
<th>Ceiling Height</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>100% Ceramic Tile</th>
<th>Upper Floor(s) Ceiling Height (Townhome Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% Other</th>
<th>Describe:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Unit Types**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Buildings</th>
<th>Number of Stories</th>
<th>Building Label</th>
<th>Unit Label</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>A</td>
<td>A1</td>
<td>14</td>
</tr>
<tr>
<td>A1HC</td>
<td>1</td>
<td>1</td>
<td>A</td>
<td>A1HC</td>
<td>2</td>
</tr>
<tr>
<td>A1-P1</td>
<td>1</td>
<td>1</td>
<td>A</td>
<td>A1-P1</td>
<td>14</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>1</td>
<td>A</td>
<td>A2</td>
<td>1</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>1</td>
<td>A</td>
<td>B1</td>
<td>17</td>
</tr>
<tr>
<td>B1HC</td>
<td>2</td>
<td>1</td>
<td>A</td>
<td>B1HC</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of Bathrooms</th>
<th>Sq. Ft. Per Unit</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>650</td>
<td>14</td>
<td>9,100</td>
</tr>
<tr>
<td>1</td>
<td>671</td>
<td>2</td>
<td>1,300</td>
</tr>
<tr>
<td>1</td>
<td>650</td>
<td>14</td>
<td>9,394</td>
</tr>
<tr>
<td>1</td>
<td>852</td>
<td>17</td>
<td>14,484</td>
</tr>
<tr>
<td>1</td>
<td>852</td>
<td>1</td>
<td>852</td>
</tr>
</tbody>
</table>

| Totals | 49 | - | - | - | - | 49 | 35,780 |

**Net Rentable Square Footage from Rent Schedule**

<table>
<thead>
<tr>
<th>Common Area Square Footage (as specified on Architect Certification)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35,780</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Total development Common Area as specified on Architect Certification</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ensure that this number matches your architectural drawings.</th>
<th>The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The lesser of these two numbers added to NRA:</th>
</tr>
</thead>
</table>
| Use this number to figure points under 11.9(e)(2) | Clinical and Supportive Services

---

2/28/20
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>49</td>
<td>5%</td>
<td>2.45</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A1 - 1/1 650 Sq Ft</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A1P - 1/1 671 Sq Ft</td>
<td>14</td>
<td>5%</td>
<td>0.7</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>A2 - 1/1 650 Sq Ft</td>
<td>1</td>
<td>5%</td>
<td>0.05</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>B1 - 2/1 852 Sq Ft</td>
<td>18</td>
<td>5%</td>
<td>0.9</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>49</strong></td>
<td><strong>5%</strong></td>
<td><strong>2.45</strong></td>
<td><strong>4</strong></td>
<td><strong>3</strong></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>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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 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>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td><strong>5%</strong></td>
<td><strong>3.4</strong></td>
<td><strong>4.2</strong></td>
<td><strong>4</strong></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]

Printed Name: [Name]

Firm Name (If applicable): [Name]

Date: 02/27/20
# 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.

### Hearing/Visual

<table>
<thead>
<tr>
<th>Unit Description</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>A1 - 1/1 650 Sq Ft</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>A1P1 - 1/1 671 Sq</td>
<td>14</td>
<td>2%</td>
<td>0.28</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>A2 - 1/1 650 Sq Ft</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>B1 - 2/1 852 Sq Ft</td>
<td>18</td>
<td>2%</td>
<td>0.36</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>49</td>
<td>2%</td>
<td>0.98</td>
<td>4</td>
<td>2</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>Unit Description</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>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>4</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td><strong>2%</strong></td>
<td><strong>1.36</strong></td>
<td><strong>2</strong></td>
<td><strong>2</strong></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: [Printed Name]

Date: [Date]

Firm Name (If applicable): [Firm Name]
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, carparks, garages, etc.) for staff review. When creating your own parking certification, it is essential to state the number of standard parking spaces and APSs 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, carparks, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

When the number of parking spaces for Units is less than the number of Units:

If the number of parking spaces that serve residential Units (as opposed to those for amenities and/or employees/visitors) is less than the number of Units, create your own parking certification or use only the last section of this Accessible Parking Calculation form, i.e., “Distribution of APSs Among the Various Types of Parking”. For each type of parking space (surface spaces, carparks, garages, etc.), the number of accessible parking spaces required will be the number indicated by ADA table 208.2, and the number of van accessible parking will be one for every six (6) of the accessible spaces required. These calculations must be made independently for each type of parking space.

When parking spaces are in more than one parking lot:

If parking spaces are in separate lots (e.g., inside and outside a gate, on different Development Sites, or on the same Development Site but only accessible to each other by driving outside the Development Site to drive into the other lot) that are not connected by accessible routes, use whichever set of instructions above applies to each of the lots. These calculations must be made independently for each such parking lot. Use as many copies of this form as needed to create your parking certification.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS and/or groups of amenities in close proximity that share a single APS. In the space to the right, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total will be subtracted from the total of all types of parking spaces to determine the number of spaces that serve the dwelling units. DO NOT INCLUDE PARKING SPACES THAT SERVE DWELLING UNITS IN THIS AMENITY SECTION.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Pavilion with BBQ Grill</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Dumpsters</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td>Dog Park</td>
<td>1</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: 5

2/25/2020
Accessible Parking for Residential Units

Enter the information indicated below.

Total dwelling Units in the Development: 49
Total surface parking spaces (including non-residential): 91
Total carports (including non-residential): 0
Total garages (including non-residential): 0

Total parking spaces of all types: 91
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 5
Total of all types of parking spaces that serve dwelling units: 86
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 3
Parking spaces that serve dwelling units in excess of one per unit (if applicable): 37
APSs required in excess of one per mobility accessible unit: 1
Total APSs required (including dwelling units and facilities/amenities): 9

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: 6
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 0

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: 2
Minimum number of surface parking spaces that must be van APSs: 1
Minimum number of carports that must be van APSs: 0
Minimum number of garages that must be van APSs: 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: ____________________________
Printed Name: _________________________
Date: 02/25/2020
Firm Name (if applicable): _____________________
## Rent Schedule

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

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MFDL - HOME Units</th>
<th>MFDL - 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. (A) x (B)</th>
<th>Program Limit (E)</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>2</td>
<td>1</td>
<td>1.0</td>
<td>650</td>
<td>1,300</td>
<td>379</td>
<td>74</td>
<td>305</td>
<td>610</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>650</td>
<td>1,950</td>
<td>632</td>
<td>74</td>
<td>558</td>
<td>1,674</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
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<td>10</td>
<td>1</td>
<td>1.0</td>
<td>650</td>
<td>6,500</td>
<td>759</td>
<td>74</td>
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<tr>
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<td>2</td>
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<td>1.0</td>
<td>650</td>
<td>1,300</td>
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<td>74</td>
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<td>1.0</td>
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<td>5,368</td>
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<td>74</td>
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<td>2</td>
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<td>2</td>
<td>1.0</td>
<td>852</td>
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<td>910</td>
<td>93</td>
<td>910</td>
<td>2,730</td>
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</tbody>
</table>

### Non Rental Income
- $0.00 per unit/month for: Non Rental Income (Late Fees, Forfeit deposits) 490
- $10.00 per unit/month for: Non Rental Income 490

### TOTAL NONRENTAL INCOME
- $10.00 per unit/month

### POTENTIAL GROSS MONTHLY INCOME
- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (2,582)
- Rental Concessions (enter as a negative number) Enter as a negative value

### EFFECTIVE GROSS MONTHLY INCOME
- 31,850

### EFFECTIVE GROSS ANNUAL INCOME
- 382,195

## Notes
- 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)
- Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):
### Rent Schedule (Continued)

#### Housing

<table>
<thead>
<tr>
<th>TC</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>30%</td>
<td>10%</td>
<td>8%</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>50%</td>
<td>22%</td>
<td>18%</td>
</tr>
<tr>
<td>60%</td>
<td>68%</td>
<td>57%</td>
</tr>
<tr>
<td>70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>80%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

| HTC LI Total | 41 |
| MRB LI Total | 0  |

#### Tax Credits

| EO   | 0   |
| MR   | 20% | 16% | 8  |
| MR Total | 16% | 8  |
| Total HTC Units | 49 |

#### Direct Loan (NHTF)

| HTF30% | 0   |
| NHTF LI Total | 0  |
| MR     | 0   |
| MR Total | 0  |
| HTF Total | 0  |

#### Mortgage Revenue

| MRB20% | 0   |
| MRB30% | 0   |
| MRB40% | 0   |
| MRB50% | 0   |
| MRB60% | 0   |
| MRB70% | 0   |
| MRB80% | 0   |

#### Bond

| MRB MR Total | 0  |

#### Direct Loan (HOME, TCAP RF, and/or NSP1 PI)

| 30%     | 0   |
| 40%     | 0   |
| HH/50%  | 0   |
| HH/60%  | 0   |
| HH/80%  | 0   |
| Direct Loan LI Total | 0  |
| EO      | 0   |
| MR      | 0   |
| MR Total | 0  |
| Direct Loan Total | 0  |

#### Other

| Total OT Units | 0  |

#### Bedroooms

| 0 | 0 |
| 1 | 31 |
| 2 | 18 |
| 3 | 0  |
| 4 | 0  |
| 5 | 0  |

### Notes

- **Cost Per Sq. Ft**:
  - **Acquisition + Hard**: $197.64
  - **Hard**: $131.96

- **DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(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.**

2/28/2020
### 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>Electric</td>
<td>$4</td>
<td>$4</td>
<td></td>
<td></td>
<td></td>
<td>Brenham PHA 10/1/2019</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$8</td>
<td>$10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$24</td>
<td>$32</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$6</td>
<td>$10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$15</td>
<td>$20</td>
<td></td>
<td></td>
<td></td>
<td></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>Electric</td>
<td>$17</td>
<td></td>
<td>$17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$-</td>
<td>$74.0</td>
<td>$93.0</td>
<td>$-</td>
<td>$-</td>
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</tbody>
</table>

Other (Describe)

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

2/28/2020
### Allowances for Tenant-Furnished Utilities and Other Services

**U.S. Department of Housing and Urban Development**

Office of Public and Indian Housing

**Locality**

<table>
<thead>
<tr>
<th>Brenham Housing Authority</th>
<th>Unit Type</th>
<th>Monthly Dollar Allowances</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Low-Rise Apartment (2-4 units)</td>
<td>10/1/2019</td>
<td></td>
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#### Utility or Service

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<tr>
<th></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</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>26</td>
<td>31</td>
<td>34</td>
<td>37</td>
<td>39</td>
<td>42</td>
</tr>
<tr>
<td>c. Electric</td>
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<td>4</td>
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<td>5</td>
</tr>
<tr>
<td>d. Oil</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>a. Natural Gas</td>
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<td>4</td>
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<td>7</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>11</td>
<td>13</td>
<td>18</td>
<td>21</td>
<td>26</td>
<td>31</td>
</tr>
<tr>
<td>c. Electric</td>
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<td>8</td>
<td>10</td>
<td>12</td>
<td>14</td>
<td>17</td>
</tr>
<tr>
<td>Other Electric</td>
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<td>32</td>
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<tr>
<td></td>
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<td>6</td>
<td>10</td>
<td>13</td>
<td>17</td>
<td>21</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
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<td></td>
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</tr>
<tr>
<td>a. Natural Gas</td>
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<td>7</td>
<td>10</td>
<td>12</td>
<td>15</td>
<td>18</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td>16</td>
<td>24</td>
<td>34</td>
<td>42</td>
<td>50</td>
<td>60</td>
</tr>
<tr>
<td>c. Electric</td>
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<td>15</td>
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<td>d. Oil</td>
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<tr>
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<td><strong>Range/Microwave</strong></td>
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<tr>
<td><strong>Other -</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Gas Fee</td>
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<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Monthly Electric Fee</td>
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<td>17</td>
<td>17</td>
<td>17</td>
<td>17</td>
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</table>

### Actual Family Allowances

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

#### Utility or Service

<table>
<thead>
<tr>
<th></th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space Heating</td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
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<tr>
<td>Other Electric</td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
</tr>
</tbody>
</table>

**Name of Family**

**Unit Address**

**Number of Bedrooms**

**Total**

---

Based on form HUD-52667 (04/15)

Previous editions are obsolete

Ref. Handbook 7420.8
2020 HTC
Full Application

Part 4 Tab 26

Annual Operating Expenses
**ANNUAL OPERATING EXPENSES**

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$ 6,997</td>
</tr>
<tr>
<td>Advertising</td>
<td>$ 1,596</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$ 926</td>
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<tr>
<td>Leased equipment</td>
<td>$ 0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$ 1,441</td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 1,441</td>
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<tr>
<td>Other</td>
<td>$ 926</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$ 13,328</td>
</tr>
</tbody>
</table>

| Management Fee: | Percent of Effective Gross Income: | $ 5.01 | $ 19,162 |

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$ 25,495</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 17,968</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
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<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$ 43,463</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$ 3,154</td>
</tr>
<tr>
<td>Grounds</td>
<td>$ 9,011</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$ 6,420</td>
</tr>
<tr>
<td>Repairs</td>
<td>$ 10,815</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$ 31,400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>Portfolio Expenses $ 7,350</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>Portfolio Expenses $ 4,952</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>Portfolio Expenses $ 15,628</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$ 27,930</td>
</tr>
</tbody>
</table>

| Annual Property Insurance: | Rate per net rentable square foot: | $ 0.37 | $ 13,239 |

<table>
<thead>
<tr>
<th>Property Taxes:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$ 38,553</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td>$ 38,553</td>
</tr>
</tbody>
</table>

| Reserve for Replacements: | Annual reserves per unit: | $ 250 | $ 12,250 |

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$ 1,640</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>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$ 1,640</td>
</tr>
</tbody>
</table>

| TOTAL ANNUAL EXPENSES | Expense per unit: | $ 4101 | $ 200,965 |

| NET OPERATING INCOME (before debt service): | Expense to Income Ratio: | $ 52.58% |

<table>
<thead>
<tr>
<th>Annual Debt Service</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Perm Loan Debt Service</strong></td>
<td>$ 141,772</td>
</tr>
<tr>
<td><strong>TDHCA Bond-Issuer Admin Fee (0.10%)</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

| TOTAL ANNUAL DEBT SERVICE | Debt Coverage Ratio: | 1.28 | $ 141,772 |

<table>
<thead>
<tr>
<th>NET CASH FLOW</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 39,458</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/28/2020
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th>Year</th>
<th>Potential Gross Annual Rental Income</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Effective Gross Annual Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$407,304</td>
<td>$5,880</td>
<td>($30,989)</td>
<td>$382,195</td>
</tr>
<tr>
<td>2</td>
<td>$415,450</td>
<td>$5,998</td>
<td>($31,609)</td>
<td>$389,839</td>
</tr>
<tr>
<td>3</td>
<td>$423,759</td>
<td>$6,118</td>
<td>($32,241)</td>
<td>$397,636</td>
</tr>
<tr>
<td>4</td>
<td>$432,234</td>
<td>$6,240</td>
<td>($32,886)</td>
<td>$405,589</td>
</tr>
<tr>
<td>5</td>
<td>$440,879</td>
<td>$6,365</td>
<td>($33,543)</td>
<td>$413,700</td>
</tr>
<tr>
<td>10</td>
<td>$486,766</td>
<td>$7,027</td>
<td>($37,034)</td>
<td>$456,759</td>
</tr>
<tr>
<td>15</td>
<td>$537,429</td>
<td>$7,759</td>
<td>($40,889)</td>
<td>$504,298</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$13,328</td>
<td>$13,728</td>
<td>$14,140</td>
<td>$14,564</td>
<td>$15,001</td>
<td>$17,390</td>
<td>$20,160</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$19,162</td>
<td>$19,545</td>
<td>$20,335</td>
<td>$20,742</td>
<td>$22,900</td>
<td>$25,284</td>
<td>$28,524</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$31,400</td>
<td>$32,342</td>
<td>$33,312</td>
<td>$34,312</td>
<td>$35,341</td>
<td>$37,709</td>
<td>$40,119</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$7,350</td>
<td>$7,571</td>
<td>$8,032</td>
<td>$8,272</td>
<td>$9,590</td>
<td>$11,118</td>
<td>$12,732</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$20,580</td>
<td>$21,197</td>
<td>$21,833</td>
<td>$22,488</td>
<td>$23,163</td>
<td>$26,852</td>
<td>$31,129</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$13,239</td>
<td>$13,636</td>
<td>$14,045</td>
<td>$14,467</td>
<td>$14,901</td>
<td>$17,274</td>
<td>$20,025</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$38,553</td>
<td>$39,710</td>
<td>$40,901</td>
<td>$42,128</td>
<td>$43,392</td>
<td>$50,303</td>
<td>$58,315</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$12,250</td>
<td>$12,618</td>
<td>$12,996</td>
<td>$13,386</td>
<td>$13,787</td>
<td>$15,983</td>
<td>$18,529</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$1,640</td>
<td>$1,689</td>
<td>$1,740</td>
<td>$1,792</td>
<td>$1,846</td>
<td>$2,140</td>
<td>$2,481</td>
</tr>
<tr>
<td><strong>Total Annual Expenses</strong></td>
<td><strong>$200,965</strong></td>
<td><strong>$206,802</strong></td>
<td><strong>$212,811</strong></td>
<td><strong>$218,996</strong></td>
<td><strong>$225,362</strong></td>
<td><strong>$260,112</strong></td>
<td><strong>$300,277</strong></td>
</tr>
<tr>
<td><strong>Net Operating Income</strong></td>
<td><strong>$181,230</strong></td>
<td><strong>$183,037</strong></td>
<td><strong>$184,825</strong></td>
<td><strong>$186,593</strong></td>
<td><strong>$188,338</strong></td>
<td><strong>$196,647</strong></td>
<td><strong>$204,021</strong></td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Year</th>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>Other Annual Required Payments</th>
<th>Other Annual Required Payments</th>
<th><strong>Annual Net Cash Flow</strong></th>
<th><strong>Cumulative Net Cash Flow</strong></th>
<th>Debt Coverage Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$141,772</td>
<td>$141,772</td>
<td></td>
<td></td>
<td><strong>$39,458</strong></td>
<td>$39,458</td>
<td>1.28</td>
</tr>
<tr>
<td>2</td>
<td>$141,772</td>
<td>$141,772</td>
<td></td>
<td></td>
<td><strong>$41,265</strong></td>
<td>$80,723</td>
<td>1.29</td>
</tr>
<tr>
<td>3</td>
<td>$141,772</td>
<td>$141,772</td>
<td></td>
<td></td>
<td><strong>$43,053</strong></td>
<td>$123,776</td>
<td>1.30</td>
</tr>
<tr>
<td>4</td>
<td>$141,772</td>
<td>$141,772</td>
<td></td>
<td></td>
<td><strong>$44,821</strong></td>
<td>$168,597</td>
<td>1.32</td>
</tr>
<tr>
<td>5</td>
<td>$141,772</td>
<td>$141,772</td>
<td></td>
<td></td>
<td><strong>$46,566</strong></td>
<td><strong>$215,163</strong></td>
<td>1.33</td>
</tr>
<tr>
<td>10</td>
<td>$141,772</td>
<td>$141,772</td>
<td></td>
<td></td>
<td><strong>$54,875</strong></td>
<td><strong>$468,764</strong></td>
<td>1.39</td>
</tr>
<tr>
<td>15</td>
<td>$141,772</td>
<td>$141,772</td>
<td></td>
<td></td>
<td><strong>$62,249</strong></td>
<td><strong>$761,573</strong></td>
<td>1.44</td>
</tr>
</tbody>
</table>

By signing below (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)
2020 HTC Full Application

Part 4 Tab 28

Offsite Cost Breakdown
# 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.

**Column A:** The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

**Columns B and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Offsite Improvements</td>
<td>$349,845.10</td>
<td>0.5</td>
<td>$349,845.10</td>
<td></td>
<td>$</td>
<td>$174,922.55</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$174,923</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Joseph Parsley, PE

Printed Name

Date

If a revised form is submitted, date of submission:

2/26/2020
2020 HTC
Full Application

Part 4 Tab 29

Site Work Cost Breakdown
Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

Columns B and C: In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

Column D: To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the Site Work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

**For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.**

<table>
<thead>
<tr>
<th>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>Temporary Site Items</td>
<td>$19,824.00</td>
<td>1</td>
<td>$19,824.00</td>
<td></td>
<td></td>
<td>$19,824.00</td>
</tr>
<tr>
<td>Site Preparation/Demolition</td>
<td>$203,127.60</td>
<td>1</td>
<td>$203,127.60</td>
<td></td>
<td></td>
<td>$203,127.60</td>
</tr>
<tr>
<td>Earthwork</td>
<td>$14,240.00</td>
<td>1</td>
<td>$14,240.00</td>
<td></td>
<td></td>
<td>$14,240.00</td>
</tr>
<tr>
<td>Erosion Control</td>
<td>$87,592.00</td>
<td>1</td>
<td>$87,592.00</td>
<td></td>
<td></td>
<td>$87,592.00</td>
</tr>
<tr>
<td>Storm Drainage</td>
<td>$129,933.60</td>
<td>1</td>
<td>$129,933.60</td>
<td></td>
<td></td>
<td>$129,933.60</td>
</tr>
<tr>
<td>Landscaping/Irrigation</td>
<td>$26,000.00</td>
<td>1</td>
<td>$26,000.00</td>
<td></td>
<td></td>
<td>$26,000.00</td>
</tr>
<tr>
<td>Fencing/Site Security/Site Amenities/Misc</td>
<td>$40,798.80</td>
<td>1</td>
<td>$40,798.80</td>
<td></td>
<td></td>
<td>$40,798.80</td>
</tr>
<tr>
<td>Utilities - Water</td>
<td>$3,273.60</td>
<td>1</td>
<td>$3,273.60</td>
<td></td>
<td></td>
<td>$3,273.60</td>
</tr>
<tr>
<td>Utilities - Sanitary Sewer</td>
<td>$42,880.00</td>
<td>1</td>
<td>$42,880.00</td>
<td></td>
<td></td>
<td>$42,880.00</td>
</tr>
<tr>
<td>Paving/Parking</td>
<td>$508,074.40</td>
<td>1</td>
<td>$508,074.40</td>
<td></td>
<td></td>
<td>$508,074.40</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,075,744</strong></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Joseph Parsley, PE
Printed Name

Date: 2/26/2020

If a revised form is submitted, date of submission:
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, TX 78711-3941

To whom it may concern,

We are writing this letter in accordance with TAC §11.204(8)(E)(i) to state that we have reviewed the site work costs for Brenham Trails Housing Development and determined that the following costs should be included in the eligible basis calculation.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Eligible Costs</th>
<th>Ineligible Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary site items</td>
<td>$ 19,824</td>
<td>$ 19,824</td>
<td>-</td>
</tr>
<tr>
<td>Earthwork</td>
<td>203,128</td>
<td>203,128</td>
<td>-</td>
</tr>
<tr>
<td>Erosion control</td>
<td>14,240</td>
<td>14,240</td>
<td>-</td>
</tr>
<tr>
<td>Storm drainage</td>
<td>87,592</td>
<td>87,592</td>
<td>-</td>
</tr>
<tr>
<td>Landscaping/irrigation</td>
<td>129,934</td>
<td>129,934</td>
<td>-</td>
</tr>
<tr>
<td>Fencing/site security/site amenities/mis</td>
<td>26,000</td>
<td>26,000</td>
<td>-</td>
</tr>
<tr>
<td>Utilities - water</td>
<td>40,799</td>
<td>40,799</td>
<td>-</td>
</tr>
<tr>
<td>Utilities - sanitary sewer</td>
<td>3,274</td>
<td>3,274</td>
<td>-</td>
</tr>
<tr>
<td>Utilities - gas/electric/telephone</td>
<td>42,880</td>
<td>42,880</td>
<td>-</td>
</tr>
<tr>
<td>Paving/parking</td>
<td>508,074</td>
<td>508,074</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>$ 1,075,744</td>
<td>$ 1,075,744</td>
<td>-</td>
</tr>
</tbody>
</table>

Should you have any further questions, please contact Will Brookshire at (205) 271-5537.

Sincerely,

Tidwell Group, LLC  
Birmingham, Alabama  
February 27, 2020
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:

### Development Cost Schedule

#### 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>620,730</td>
<td></td>
</tr>
<tr>
<td>Existing building</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>acquisition cost</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acqu.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>legal fees</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition</strong></td>
<td>620,730</td>
<td>$0</td>
</tr>
<tr>
<td>Cost</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>174,923</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>All offsite Improvement</td>
<td>174,923</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites</strong></td>
<td>174,923</td>
<td>$0</td>
</tr>
<tr>
<td>Cost</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>203,128</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(Demolition Only)</td>
<td>203,128</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>14,240</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>14,240</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>87,592</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>86,952</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>508,074</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td>86,952</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp;</td>
<td>19,824</td>
<td></td>
</tr>
<tr>
<td>signs</td>
<td>19,824</td>
<td></td>
</tr>
<tr>
<td>Temporary Constr Site</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Prep</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work</strong></td>
<td>919,810</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>129,934</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s),</td>
<td>26,000</td>
<td></td>
</tr>
<tr>
<td>playground(s)</td>
<td>26,000</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities</strong></td>
<td>$155,934</td>
<td>$0</td>
</tr>
<tr>
<td>Cost</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>BUILDING COSTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>516,000</td>
<td></td>
</tr>
<tr>
<td>Masonry</td>
<td>325,000</td>
<td></td>
</tr>
<tr>
<td>Metals</td>
<td>225,000</td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,135,590</td>
<td></td>
</tr>
<tr>
<td>Thermal and Moisture</td>
<td>489,500</td>
<td></td>
</tr>
<tr>
<td>Protection</td>
<td>489,500</td>
<td></td>
</tr>
<tr>
<td>Roof Covering</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>170,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL DEVELOPMENT</strong></td>
<td>1,512,833</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

*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>Finishes</th>
<th>545,000</th>
<th>545,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialties</td>
<td>28,950</td>
<td>28,950</td>
</tr>
<tr>
<td>Equipment</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>11,500</td>
<td>11,500</td>
</tr>
<tr>
<td>Special Construction</td>
<td>105,000</td>
<td>105,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>540,000</td>
<td>540,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>460,000</td>
<td>460,000</td>
</tr>
</tbody>
</table>

**Individually itemize 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)

Voluntary Eligible Building Costs (After 11.9(e)(2))

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)

Contingency

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>383,416</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>127,805</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>383,416</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

$894,636 $0 $868,433

**TOTAL CONSTRUCTION CONTRACT**

Before 11.9(e)(2)

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))

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.

**SOFT COSTS**

| Architectural - Design fees | 250,000 | 250,000 |
| Architectural - Supervision fees | 30,000 | 30,000 |
| Engineering fees | 75,000 | 75,000 |
| Real estate attorney/other legal fees | 100,000 | 100,000 |
| Accounting fees | 20,000 | 20,000 |
| Impact Fees | | |
| Building permits & related costs | 34,217 | 34,217 |
| Appraisal | 7,500 | 7,500 |
| Market analysis | 7,500 | 7,500 |
| Environmental assessment | 7,500 | 7,500 |
| Soils report | 15,400 | 15,400 |

2/28/2020
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>Marketing</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>Real property taxes</td>
<td>12,500</td>
<td></td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FF&amp;E</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Soft Cost</td>
<td>636,617</td>
<td>0</td>
</tr>
</tbody>
</table>

**FINANCING:**

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>487,874</td>
<td>464,642</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>85,000</td>
<td>85,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>45,000</td>
<td>45,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Financing Cost</td>
<td>746,749</td>
<td>0</td>
</tr>
</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>22,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<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>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</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>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</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>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>16,875</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Financing Cost</td>
<td>746,749</td>
<td>0</td>
</tr>
</tbody>
</table>

**DEVELOPER FEES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>167,500</td>
<td>167,500</td>
</tr>
</tbody>
</table>

2/28/2020
<table>
<thead>
<tr>
<th>Description</th>
<th>New Funds</th>
<th>Existing Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; administrative profit or fee</td>
<td>1,536,491</td>
<td>1,499,057</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>20.00%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,703,991</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$1,666,557</td>
<td>20.00%</td>
</tr>
<tr>
<td>Reserves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent-up - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td>171,369</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>171,369</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Housing Development Costs</strong></td>
<td>11,164,353</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$9,999,342</td>
<td></td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

**Deduct From Basis:**

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

<table>
<thead>
<tr>
<th>Total Eligible Basis</th>
<th>0</th>
<th>$9,999,342</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>0</td>
<td>$12,999,145</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>83.60%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$10,866,893</td>
<td>0</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$978,020</td>
<td>0</td>
</tr>
<tr>
<td><strong>Credit Request</strong> (from 17. Development Narrative)</td>
<td>$978,020</td>
<td></td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)**: 0

*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: **Douglas Hamilton**

Phone Number for Contact: **417-882-1701**

If a revised form is submitted, date of submission: 2/28/2020
2020 HTC
Full Application

Part 4 Tab 31

Financing Narrative and
Summary of Sources and Uses
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>PNC Real Estate - Bridge Loan</td>
<td>Conventional Loan</td>
<td>$6,300,000</td>
<td>5.00%</td>
<td>na</td>
</tr>
<tr>
<td>PNC Real Estate - Construction Loan</td>
<td>Conventional Loan</td>
<td>$2,200,000</td>
<td>5.25%</td>
<td></td>
</tr>
<tr>
<td>PNC Real Estate - Freddie Mac</td>
<td>Conventional Loan</td>
<td>$2,200,000</td>
<td>5.50%</td>
<td>35</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC</td>
<td>$978,020</td>
<td>$1,721,144</td>
<td>$8,605,718</td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$</td>
<td></td>
<td>$250</td>
</tr>
<tr>
<td>Developer</td>
<td>Deferred Fee</td>
<td>$768,245</td>
<td>$358,385</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Sources of Funds: $10,989,639
Total Uses of Funds: $11,164,353
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Brenham Trails will be financed with a $2,200,000 permanent loan and $8,605,718 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Brenham and currently estimated $358,385 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

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.

Replacement reserves will be funded at $250 per unit per year, as shown in the Annual Operating Expenses.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

There will be no rental assistance or other subsidy for this property.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: 

Email address: 

If a revised form is submitted, date of submission: 2/28/2020
2020 HTC
Full Application

Part 4 Tab 32

Multifamily Direct Loan
Financial Capacity

NA
2020 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan Match Funds

NA
2020 HTC
Full Application

Part 4 Tab 34

Finance Scoring
# Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
</tr>
<tr>
<td>City of Brenham</td>
</tr>
</tbody>
</table>

- 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.
- 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.
- 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.

| Total Points Claimed: | 1 |

<table>
<thead>
<tr>
<th>2. Financial Feasibility (§11.9(e)(1))</th>
</tr>
</thead>
</table>

- Eligible Pro-Forma and letter stating the Development is financially feasible. | 0 |
- Eligible Pro-Forma and letter stating Development and Principals are acceptable. | 26 |

| Total Points Claimed: | 26 |

<table>
<thead>
<tr>
<th>3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))</th>
</tr>
</thead>
</table>

- Percent of Units restricted to serve households at or below 30% of AMGI | 8.16% |
- HTC funding request as a percent of Total Housing Development Cost | 8.76% |

**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 |
Supporting Documents Should be Included Behind this Tab

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
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
February 27, 2020

Via Email

Adam Horton
Trinity Brenham Trails, LP
Trinity Housing Development
3556 S. Culpepper, Suite 4
Springfield, MO 65804

Re:   Trinity Brenham Trails, LP (the "Partnership")
      Brenham Trails, Washington County, Texas (the "Property")

Dear Adam,

I am pleased to provide you with PNC Bank’s (the "Lender") proposal to provide a $6,300,000 Bridge Loan and $2,200,000 Construction Loan (the "Credit Facility") for Brenham Trails, a 49-unit new construction affordable housing development located in Brenham, Washington County, Texas, subject to the following terms and conditions:

Borrower                   Trinity Brenham Trails LP, a Texas limited partnership (the "Borrower").

Guarantor(s)               Guarantees of completion and repayment during the development period shall be provided by persons or entities acceptable to the Lender. The developer shall provide a guarantee of lien free construction completion.
Credit Facility

A construction loan (the "Construction Loan") will be provided to facilitate the construction of the Project. The Construction Loan will be in an amount (the "Loan Amount") equal to the lesser of: (a) $2,200,000; (b) 90% of the appraised value of the Project based upon achievable restricted and market rents, if applicable, plus the value of favorable subordinate financing; (c) 80% of the appraised value of the Project based upon achievable restricted and market rents, if applicable, plus the value of the tax credits and the value of favorable subordinate financing; or (d) such lesser amount as determined by the Lender as provided below with respect to the Appraisal Report Requirement and the Debt Service Coverage Ratio ("DSCR"). The underwritten achievable restricted and market rents must provide a minimum rental advantage relative to market rental rates of 10%.

An equity bridge loan (the "Bridge Loan") in the amount of $6,300,000 will be provided to facilitate the construction and bridging of capital contributions, and will be repaid from equity provided by the investment limited partner of Borrower.

Term of Loan

The Bridge Loan period will be sixty (60) months.

The Construction Loan period will be twenty-four (24) months.

Interest Rates/Rate Lock

Bridge Loan: Approximately 200 basis points over the 1-month LIBOR. As of the date of this letter the rate is estimated to be 5.00%.

Construction Loan: Approximately 200 basis points over the 1-month LIBOR. As of the date of this letter the rate is estimated to be 5.25%.

Commitment Fees (Paid at Closing)

Bridge Loan: 1.00%
Construction Loan: 1.00%
Collateral

The Construction Loan shall be secured by (a) a first priority fee mortgage and first priority perfected security interest on the land associated with the Project and all improvements to be constructed thereon, (b) a first priority assignment of leases, rents and income from the Project, (c) a first priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents and (d) a first priority perfected security interest in the cash collateral account and all other assets of the Borrower related to the Project.

The Bridge Loan shall be secured by a Funding Agreement providing for a date certain repayment of the Bridge Loan and an assignment of capital contributions from the investment limited partner. In addition to the Funding Agreement, the Bridge Loan shall be secured by: a) a second priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents (b) a second priority perfected security interest in all other assets of the Borrower related to the Project, (c) an assignment of partnership interests in the borrower.

Environmental Indemnity

The Borrower, Guarantor and other persons or entities specified by Lender shall indemnify and hold the Lender harmless from all liability and costs relating to the environmental condition of the Project and the presence thereon of hazardous materials.

Representation, Warranties, and Documentation

Standard representations and warranties, terms and conditions, and loan documents as are typical in this type of financing as may be required by Lender. Borrower will make usual representations and warranties as of the Construction Loan closing and in connection with each advance including, but not limited to, corporate existence, compliance with laws, enforceability, true title to properties, environmental protection, no material litigation, ERISA compliance, insurance, absence of default and absence of material adverse change, and availability of low income housing tax credits.

Closing

Lender's obligation to close the Credit Facilities is subject to the Lender's receipt of all necessary fees and closing costs and review of the following reports and information, all of which are to be in form and substance satisfactory to Lender and which shall be provided no later than ninety (90) days from the date the tax credits are reserved or allocated: plans and specifications and construction contract (providing for payment and performance bonds as may be required by Lender) approved by Lender's inspecting architect; final budget demonstrating
adequate funds to develop the Project from sources acceptable to Lender; Phase I environmental report; title insurance; survey; zoning; permits; opinions of counsel; evidence of reservation or allocation of tax credits; market study demonstrating feasibility satisfactory to Lender; financial statements of, and other information relating to the business activities of, sponsor, developer, guarantors and any principal with a material financial ownership interest in the Project or the foregoing parties, (collectively the "Development Parties"), which is satisfactory to Lender; satisfactory progress and performance of other projects developed by the Development Parties and absence of prior default by any of the Development Parties with respect to any credit or equity facility provided by Lender; and such other information which Lender may require or which are customary in similar transactions.

Expiration

This firm Proposal shall expire automatically the earlier of December 31, 2020 or when the Borrower is informed that it did not receive an allocation of tax credits, unless extended in writing by Lender.

Lender’s obligation to provide the requested financing is expressly conditioned on the fact that no information submitted to Lender in connection with the Credit Facilities shall prove to be false or misleading in any material respect, and that no bankruptcy, insolvency, receivership, or any other debtor’s relief proceedings shall be commenced by or against the Borrower.

The attached 15-year pro forma was prepared by the borrower for Brenham Trails located in Brenham, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PNC Bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the creditworthiness of Trinity Housing Development and its Principals. At this time, PNC Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Thank you for the opportunity to be of service to you. Should you have any questions, please do not hesitate to contact me.
Sincerely,

Ryan Edwards
Senior Vice President
PNC Bank, N.A.

Attachments:
Developer’s Proforma
Proposed Sources and Uses
### Incomes

<table>
<thead>
<tr>
<th>Year</th>
<th>Potential Gross Annual Rental Income</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Rental Concessions</th>
<th>Effective Gross Annual Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$407,304</td>
<td>$5,880</td>
<td>$(30,989)</td>
<td>0</td>
<td>$382,195</td>
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<tr>
<td>2</td>
<td>$415,450</td>
<td>$5,998</td>
<td>$(31,609)</td>
<td>0</td>
<td>$389,839</td>
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<tr>
<td>3</td>
<td>$423,759</td>
<td>6,118</td>
<td>$(32,241)</td>
<td>0</td>
<td>$397,636</td>
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<tr>
<td>4</td>
<td>$432,234</td>
<td>6,240</td>
<td>$(32,886)</td>
<td>0</td>
<td>$405,589</td>
</tr>
<tr>
<td>5</td>
<td>$440,879</td>
<td>6,365</td>
<td>$(33,543)</td>
<td>0</td>
<td>$413,700</td>
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<td>10</td>
<td>$486,766</td>
<td>7,027</td>
<td>$(37,034)</td>
<td>0</td>
<td>$456,759</td>
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<tr>
<td>15</td>
<td>$537,429</td>
<td>7,759</td>
<td>$(40,889)</td>
<td>0</td>
<td>$504,298</td>
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</table>

### Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$13,328</td>
<td>$13,728</td>
<td>$14,140</td>
<td>$14,564</td>
<td>$15,001</td>
<td>$17,390</td>
<td>$20,160</td>
</tr>
<tr>
<td>Management Fee</td>
<td>19,162</td>
<td>19,545</td>
<td>19,936</td>
<td>20,335</td>
<td>20,742</td>
<td>22,900</td>
<td>25,284</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>43,463</td>
<td>44,767</td>
<td>46,110</td>
<td>47,493</td>
<td>48,918</td>
<td>56,709</td>
<td>65,742</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>31,400</td>
<td>32,342</td>
<td>33,312</td>
<td>34,312</td>
<td>35,341</td>
<td>40,970</td>
<td>47,495</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>7,350</td>
<td>7,571</td>
<td>7,798</td>
<td>8,032</td>
<td>8,272</td>
<td>9,590</td>
<td>11,118</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>20,580</td>
<td>21,197</td>
<td>21,833</td>
<td>22,488</td>
<td>23,163</td>
<td>26,852</td>
<td>31,129</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>13,239</td>
<td>13,636</td>
<td>14,045</td>
<td>14,467</td>
<td>14,901</td>
<td>17,274</td>
<td>20,025</td>
</tr>
<tr>
<td>Property Tax</td>
<td>38,553</td>
<td>39,710</td>
<td>40,901</td>
<td>42,128</td>
<td>43,392</td>
<td>50,303</td>
<td>58,315</td>
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<tr>
<td>Reserve for Replacements</td>
<td>12,250</td>
<td>12,618</td>
<td>12,996</td>
<td>13,386</td>
<td>13,787</td>
<td>15,983</td>
<td>18,529</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>1,640</td>
<td>1,689</td>
<td>1,740</td>
<td>1,792</td>
<td>1,846</td>
<td>2,140</td>
<td>2,481</td>
</tr>
<tr>
<td>Total Annual Expenses</td>
<td>$200,965</td>
<td>$206,802</td>
<td>$212,811</td>
<td>$218,996</td>
<td>$225,362</td>
<td>$260,112</td>
<td>$300,277</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$181,230</td>
<td>$183,037</td>
<td>$184,825</td>
<td>$186,597</td>
<td>$188,338</td>
<td>$215,163</td>
<td>$243,764</td>
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</table>

### Debt Service

<table>
<thead>
<tr>
<th>Description</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>First Deed of Trust Annual Loan Payment</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Net Cash Flow</td>
<td>$39,458</td>
<td>$41,265</td>
<td>$43,053</td>
<td>$44,821</td>
<td>$46,566</td>
<td>$54,875</td>
<td>$62,249</td>
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<tr>
<td>Cumulative Net Cash Flow</td>
<td>$39,458</td>
<td>$80,723</td>
<td>$123,776</td>
<td>$168,597</td>
<td>$215,163</td>
<td>$468,764</td>
<td>$761,573</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.28</td>
<td>1.29</td>
<td>1.30</td>
<td>1.32</td>
<td>1.33</td>
<td>1.39</td>
<td>1.44</td>
</tr>
</tbody>
</table>

### Pro Forma Certification

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**

Ryan Edwards

**Printed Name**

February 27, 2020

**Phone:** 502-581-2640  
**Email:** Ryan.L.Edwards@PNC.com

---

**Signature, Authorized Representative, Syndicator**

February 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></td>
<td></td>
<td>$0</td>
<td></td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

**Debt**

- **PNC Real Estate - Bridge Loan**
  - Conventional Loan
    - Loan Amount: $6,300,000
    - Interest Rate: 5.00%
    - Term: na

- **PNC Real Estate - Construction Loan**
  - Conventional Loan
    - Loan Amount: $2,200,000
    - Interest Rate: 5.25%
    - Term: 35 years

- **PNC Real Estate - Freddie Mac**
  - Conventional Loan
    - Loan Amount: $2,200,000
    - Interest Rate: 5.50%
    - Term: 15 years

**Third Party Equity**

- **PNC Real Estate - Tax Credit Capital**
  - HTC
    - Amount: $978,020
    - Interest: $1,721,144
    - Amortization: $8,605,718
    - Term: 0.88 years

**Grant**

- §11.9(d)(2)LPS Contribution
- City of Brenham
  - In-Kind Contribution
    - Amount: $250
    - Interest: $250

**Deferred Developer Fee**

- Deferred Fee
  - Amount: $768,245
  - Interest: $358,385

**Other**

- **Direct Loan Match**

**Total Sources of Funds**

- Amount: $10,989,639
- Interest: $11,164,353

**Total Uses of Funds**

- Amount: $11,164,353
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Brenham Trails will be financed with a $2,200,000 permanent loan and $8,605,718 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Brenham and currently estimated $358,385 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

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.

Replacement reserves will be funded at $250 per unit per year, as shown in the Annual Operating Expenses.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

There will be no rental assistance or other subsidy for this property.

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.

---

Ryan Edwards  
February 27, 2020

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: 502-581-2640

Email address: Ryan.L.Edwards@PNC.com

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

Mr. Adam Horton  
Trinity Brenham Trails, LP  
Trinity Housing Development, LLC  
3556 S. Culpepper, Suite 4  
Springfield, MO 65804

RE:  Freddie Mac 9% LIHTC Forward Funding New Construction Financing  
Brenham Trails Apartments  
Brenham, TX

Dear Mr. Horton:

PNC Bank, National Association ("PNC") hereby advises you that preliminary project analysis has been completed and reviewed for the referenced multifamily housing project. PNC has completed the analysis required to qualify the project under Freddie Mac's Delegated Underwriting for Targeted Affordable HousingSM model. In performing this analysis, we have reviewed the following information that you have provided to us: preliminary project cost estimates and project sources and uses of funds, operating budgets, scope of work, construction timing and potential sources of funds to determine our final figures for an eventual Freddie Mac submission. Our decision to move forward with the transaction is based upon the representations and materials supplied by you and/or your representatives.

The attached 15-year pro forma was prepared by the Trinity Housing Development, LLC for Brenham Trails Apartments located in Brenham, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PNC Bank, N.A. current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Trinity Brenham Trails, LP and its Principals. At this time, PNC Bank, N.A. has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

The mortgagor entity is proposed to be Single Asset Entity Trinity Brenham Trails, LP ("Borrower"). The proposed general partner is Trinity Brenham Trails GP, LLC. The sponsor of the transaction is Trinity Housing Development, LLC.

Conditions to Delivery of the Freddie Mac Loan:

The availability of the Freddie Mac Loan shall be expressly conditioned upon borrower’s ability to provide satisfactory compliance with the following requirements to PNC, Freddie Mac and their counsel.

Member of The PNC Financial Services Group

575 Market Street  28th Floor  San Francisco  California  94105
**Maximum Loan**  
$2,200,000$ (estimated on current figures)

Freddie Mac Forward Commitment loan will be provided at the lesser of up to 90% loan to value and up to a minimum 1.15x DSCR based on underwritten NOI. This Freddie Mac loan is intended for use with the 9% Low Income Housing Tax Credit program. PNC will provide the borrower an opportunity to adjust the mortgage, assuming it is supported by the underwriting, should they require a greater mortgage than the mortgage currently listed above. The final maximum loan amount will be determined by Freddie Mac approval.

**Term/Amortization**  
15 years term/35 year amortization period

**Mortgage Rate**  
Annual interest rate shall be approximately 5.50%. Initial loan sizing has been based on this interest rate assumption. Final loan sizing and interest rate will be determined at the acceptance of any Forward Commitment. The quoted spread and U.S. Treasury rates are subject to market conditions.

**Prepayment**  
Freddie Mac shall be entitled to a yield maintenance termination fee in the event that the loan is terminated prior to 14.5 years following the permanent loan closing. The prepayment penalty is 1% thereafter, and the loan is prepayable at par the last 90 days of the loan.

**Borrower**  
Single asset entity acceptable in all respects to PNC and Freddie Mac in their sole discretion.

**Personal Recourse**  
PNC and Freddie Mac will typically not require Borrower recourse liability except upon the occurrence of certain events specified in the Mortgage Note executed by the Borrower. However, at PNC’s and Freddie Mac’s discretion, additional Borrower recourse liability or third party guaranties may be required. Typical recourse “carve-outs” are as follows:

1) Fraudulent acts committed by the borrower during the course of the loan.
2) The borrower willfully and knowingly disposing of toxic substances on the site.
3) Bankruptcy action on behalf of the general partners.

Final loan approval will be subject to the ability of Borrower, and its principals, if necessary, to satisfy any financial and other credit requirements necessary to comply with any guaranties that will
be required for a Freddie Mac permanent mortgage as required by PNC, Freddie Mac, and their counsel.

Collateral

Secured by a first Mortgage lien on the leasehold estate underlying the Property and all improvements thereon, together with an Assignment of Lease and Rents and a Security Interest in all appropriate personal property.

Land Lease

Any land lease affecting the Property must meet with PNC and Freddie Mac’s approval per the requirements of the Freddie Mac 9% LIHTC Forward program.

Subordinate Financing

The subordinate lender must be willing to enter into a subordination agreement approved by PNC and Freddie Mac.

Recorded “Soft” subordinate debt is permitted under the Freddie Mac structure for both public/governmental and private sources. Any payment of debt service on Soft subordinate debt may not, in the aggregate, exceed 75% of cash flow after the payment of operating expenses, replacement reserve contributions, and other required reserve contributions. The subordinate debt must not come due until after the maturity of the Freddie Mac loan, unless otherwise agreed to by PNC and Freddie Mac.

Recorded “Hard” subordinate financing is permitted for debt owed to public, governmental or quasi-governmental sources or to private, institutional lenders. The combined loan to value may not be greater than 90% and the combined debt coverage ratio may not exceed 1.10x. The subordinate financing must fully amortize or must balloon after the maturity of the senior debt. The subordinate debt must have either a fixed interest rate for the full term or an adjustable interest rate with a rate cap. The subordinate hard debt when combined with the senior debt, must pass Freddie Mac’s refinance test. The subordinate debt must not come due until after the maturity of the Freddie Mac loan, unless otherwise agreed to by PNC and Freddie Mac.

Escrows and Reserves

PNC and Freddie Mac will require that Borrower make monthly escrow deposits for all real property taxes, required property insurance, and replacement reserves. The tax and insurance escrows shall be maintained by PNC. PNC and Freddie Mac will require the funding of an annual replacement reserve escrow subject to loan underwriting and property inspections by third parties in their sole discretion (minimum $250/unit/year).
**Third Party Reports**

Borrower will be responsible for the cost of obtaining third party seismic, architectural, engineering, environmental and appraisal reports for the Property.

The financing of the referenced project is subject to the completion of final underwriting by PNC following the receipt of all third-party reports identified above, as well as any other underwriting due diligence requested, Freddie Mac issuance of a commitment to purchase the mortgage loan, the satisfaction of any conditions required by the Freddie Mac Commitment, approval of PNC’s credit committee and PNC’s issuance of a Loan Commitment. This agreement shall be deemed to be made in and governed by the laws of the State of California.

Borrower shall indemnify and hold harmless PNC, or its assigns, and each of its officers, directors, employees, and agents from and against any and all out-of-pocket losses, damages, liabilities, costs, expenses, and counsel fees incurred by PNC as a result of (I) the assertion of any claim made in connection with the issuance by PNC, the Mortgage Loan, Freddie Mac’s involvement in the financing, provided that such claim is based upon or arises from out of or as a consequence of any act, event, circumstance or omission of or is caused by or is within the control or direction of, Borrower or its Principals or officers or employees or (II) any fraud or material misrepresentation by Borrower or Principal of the Borrower in connection with the credit enhancement.

*Important Information About Procedures for Obtaining a New Loan from PNC:* To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who establishes a formal relationship with such institution.

*What this means for you:* When you apply for a loan with PNC, we will ask you your name, address, date of birth (for individuals) and other pertinent information that will allow us to identify you. We may also ask to see your driver’s license (for individuals), organizational documents (for business entities) or other identifying information.

**Additional Information and Disclosures:**

See “Commercial Loan Application Disclosure” attached hereto.

If the above arrangement is acceptable to you, please sign and return one copy of this letter agreement and keep one for your records. Should you have any questions, please do not hesitate to call. We look forward to working with you on this and future partnerships.

Sincerely,

**PNC Bank, N.A.**

Mark Ragsdale
Senior Vice President
This document contains important information about your rights, and disclosures to which you are entitled, pursuant to certain statutory and regulatory requirements. Please read and retain a copy for your records.

**USA Patriot Act/Customer Identification Program:** *Important Information About Procedures for Opening a New Account* To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying information.

**Important Information about Phone Calls:** By providing telephone number(s) to us, now or at any later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) with PNC or its affiliates, whether such accounts are your individual accounts or business accounts for which you are a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. You consent that any phone call with us may be monitored or recorded by us. You may tell us at any time that you do not want to be contacted at a wireless number by an automated dialing system.

**Consumer Credit Reports:** By submitting an application for credit, you alone and on behalf of all co-applicants and guarantors for whom you have permission to apply for products and services, hereby request and authorize PNC or its designees (and any assignee or potential assignee) to obtain personal credit profiles from one or more national credit bureaus. You, alone and on behalf of all co-applicants and guarantors for whom you have permission to apply for products and services, further request and authorize PNC to disclose information including personal information, to such national credit bureaus, for the purposes described herein. This request and authorization extends to obtaining a credit profile(s) in (i) considering this application, (ii) assessing creditworthiness and (iii) considering extensions of credit on an ongoing basis, for the purposes of (a) update, renewal, modification or extension of such credit or additional credit, (b) reviewing, administering or collecting the resulting account, and (c) reporting repayment and satisfaction of such credit obligations. The execution of definitive loan documents, by you or by any co-applicant or guarantor, for whom you have permission to apply for products and services, shall ratify and confirm the requests and authorizations set forth herein.

**Email Communication:** By providing an email address to us you authorize us to communicate via email.

**Business Purpose Affirmation:** You certify that all loan proceeds will be used for business purposes.

**Income:** When applying for credit, you are not required to disclose alimony, child support or other separate maintenance but may provide it as a basis for repaying a loan.

**Notice for Denial:** If you have applied for credit and your request is denied you have the right to a written statement of the specific reasons for denial. To obtain the statement, please Email your request to RegB@pnc.com or write to the Agency Finance Production Support Administrator at PNC Bank, N.A.,
Attn: April Bookbinder, MS: XX-AR02-01-1, 26901 Agoura Road, Suite 200, Calabasas Hills, CA 91301, or call 818-676-3233 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for denial within 30 days of receiving your request for the statement.

**ECOA Notice:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant’s income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

**State Disclosures**

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that reporting agencies maintain credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Notice to New Jersey Residents:** Under New Jersey law we are required to give you the following notification if we make a loan offer to be secured, in whole or in part, by real property located in New Jersey: “The interests of the borrower and lender are or may be different and may conflict, and the lender’s attorney represents only the lender and not the borrower. The borrower is, therefore, advised to employ an attorney of the borrower’s choice, licensed to practice law in the State of New Jersey to represent the interests of the borrower.”

**Notice to New York Residents:** Upon request you will be informed whether or not a consumer report was requested, and if it was, of the name and address of the consumer reporting agency that furnished the report.

**Notice to Vermont Residents:** You authorize PNC to obtain credit reports about you now and in the future for all legitimate purposes associated with this application or account, including but not limited to evaluating the application and renewing, modifying, reviewing and taking collection on the account.

**Notice to Wisconsin Residents:** No provision of a marital property agreement, a unilateral statement under Wisconsin Statutes s. 766.59 or a court decree under Wisconsin Statutes s. 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.
## 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potential Gross Annual Rental Income</td>
<td>$407,304</td>
<td>$415,450</td>
<td>$423,759</td>
<td>$432,234</td>
<td>$440,879</td>
<td>$486,766</td>
<td>$537,429</td>
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<tr>
<td>Secondary Income</td>
<td>$5,880</td>
<td>$5,998</td>
<td>$6,118</td>
<td>$6,240</td>
<td>$6,365</td>
<td>$7,027</td>
<td>$7,759</td>
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<tr>
<td>Potential Gross Annual Income</td>
<td>$413,184</td>
<td>$421,448</td>
<td>$429,877</td>
<td>$438,474</td>
<td>$447,244</td>
<td>$493,793</td>
<td>$545,188</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(30,989)</td>
<td>$(31,609)</td>
<td>$(32,241)</td>
<td>$(32,886)</td>
<td>$(33,543)</td>
<td>$(37,034)</td>
<td>$(40,889)</td>
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<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>
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<tr>
<td>Effective Gross Annual Income</td>
<td>$382,195</td>
<td>$389,839</td>
<td>$397,636</td>
<td>$405,589</td>
<td>$413,700</td>
<td>$456,759</td>
<td>$504,298</td>
</tr>
</tbody>
</table>

### EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$13,328</td>
<td>$13,728</td>
<td>$14,140</td>
<td>$14,564</td>
<td>$15,001</td>
<td>$17,390</td>
<td>$20,160</td>
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<tr>
<td>Management Fee</td>
<td>$19,162</td>
<td>$19,545</td>
<td>$19,936</td>
<td>$20,335</td>
<td>$20,742</td>
<td>$22,900</td>
<td>$25,284</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$43,463</td>
<td>$44,767</td>
<td>$46,110</td>
<td>$47,493</td>
<td>$48,918</td>
<td>$56,709</td>
<td>$65,742</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$31,400</td>
<td>$32,342</td>
<td>$33,312</td>
<td>$34,312</td>
<td>$35,341</td>
<td>$40,970</td>
<td>$47,495</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$7,350</td>
<td>$7,571</td>
<td>$7,798</td>
<td>$8,032</td>
<td>$8,272</td>
<td>$9,590</td>
<td>$11,118</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$20,580</td>
<td>$21,197</td>
<td>$21,833</td>
<td>$22,488</td>
<td>$23,163</td>
<td>$26,852</td>
<td>$31,129</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$13,239</td>
<td>$13,636</td>
<td>$14,045</td>
<td>$14,467</td>
<td>$14,901</td>
<td>$17,274</td>
<td>$20,052</td>
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<tr>
<td>Property Tax</td>
<td>$38,553</td>
<td>$39,710</td>
<td>$40,901</td>
<td>$42,128</td>
<td>$43,392</td>
<td>$50,303</td>
<td>$58,315</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$12,250</td>
<td>$12,618</td>
<td>$12,996</td>
<td>$13,386</td>
<td>$13,787</td>
<td>$15,983</td>
<td>$18,529</td>
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<tr>
<td>Other Expenses</td>
<td>$1,640</td>
<td>$1,689</td>
<td>$1,740</td>
<td>$1,792</td>
<td>$1,846</td>
<td>$2,140</td>
<td>$2,481</td>
</tr>
<tr>
<td>Total Annual Expenses</td>
<td>$200,965</td>
<td>$206,802</td>
<td>$212,811</td>
<td>$218,996</td>
<td>$225,362</td>
<td>$260,112</td>
<td>$300,277</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$181,230</td>
<td>$183,037</td>
<td>$184,825</td>
<td>$186,593</td>
<td>$188,338</td>
<td>$196,647</td>
<td>$204,021</td>
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</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Net Cash Flow</td>
<td>$39,458</td>
<td>$41,265</td>
<td>$43,053</td>
<td>$44,821</td>
<td>$46,566</td>
<td>$54,875</td>
<td>$62,249</td>
</tr>
<tr>
<td>Cumulative Net Cash Flow</td>
<td>$39,458</td>
<td>$80,723</td>
<td>$123,776</td>
<td>$168,597</td>
<td>$215,163</td>
<td>$468,764</td>
<td>$761,573</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.28</td>
<td>1.29</td>
<td>1.30</td>
<td>1.32</td>
<td>1.33</td>
<td>1.39</td>
<td>1.44</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<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)

Mark Ragsdale
Printed Name
2/27/2020
Phone: 415-733-1533
Email: mark.ragsdale@pnc.com

Mark Ragsdale
Printed Name
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>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>Term (Yrs)</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>PNC Real Estate - Bridge Loan</td>
<td>Conventional Loan</td>
<td>$6,300,000</td>
<td>5.00%</td>
<td>na</td>
</tr>
<tr>
<td>PNC Real Estate - Construction Loan</td>
<td>Conventional Loan</td>
<td>$2,200,000</td>
<td>5.25%</td>
<td>First</td>
</tr>
<tr>
<td>PNC Real Estate - Freddie Mac</td>
<td>Conventional Loan</td>
<td>$2,200,000</td>
<td>5.50%</td>
<td>35</td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>PNC Real Estate - Tax Credit Capital</td>
<td>HTC</td>
<td>$978,020</td>
<td>$1,721,144</td>
<td>$8,605,718</td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Brenham</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$250</td>
<td>$250</td>
<td>-</td>
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<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developer</td>
<td>Deferred Fee</td>
<td>$768,245</td>
<td>$358,385</td>
<td>-</td>
</tr>
<tr>
<td><strong>Other</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td>$10,989,639</td>
<td>$11,164,353</td>
<td>-</td>
</tr>
</tbody>
</table>

Total Sources of Funds: $10,989,639
Total Uses of Funds: $11,164,353
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Brenham Trails will be financed with a $2,200,000 permanent loan and $8,605,718 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Brenham and currently estimated $358,385 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

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.

Replacement reserves will be funded at $250 per unit per year, as shown in the Annual Operating Expenses.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

There will be no rental assistance or other subsidy for this property.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Mark Ragsdale

Printed Name

02/27/2020

Date

Telephone: 415-733-1533

Email address: mark.ragsdale@pnc.com

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

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 27, 2020

Via Email

Adam Horton
Trinity Brenham Trails, LP
Trinity Housing Development
3556 S. Culpepper, Suite 4
Springfield, MO 65804

Re: Trinity Brenham Trails, LP (the "Partnership")
Brenham Trails, Washington County, Texas (the "Property")

Dear Adam:

Thank you for the opportunity to present this letter of intent to make an equity investment in your Partnership, subject to preliminary and final investor approval. This letter of intent, which is being provided on a “Best Efforts” basis, outlines certain terms and conditions that would be the basis of a partnership agreement (the “Partnership Agreement”), to be entered into among the general partner(s) listed below, an equity fund sponsored by PNC Bank, National Association (“PNC”), as the limited partner (the “Limited Partner”) and a corporation affiliated with PNC as the special limited partner (the Special Limited Partner”).

Based on the information you provided to us, we have prepared this letter of intent under the following terms and assumptions:

1. PARTNERSHIP TAX CREDITS

Annual Forecasted Tax Credit: $978,020

2. CAPITAL CONTRIBUTIONS TO THE GENERAL PARTNER

A. The Investment Limited Partner and will purchase 99.99% of the forecasted tax credits at a rate of $0.88 per allocated tax credit dollar credit for the federal tax credits (the “Investment Limited Partner’s Capital Contribution”), assuming the foregoing material assumptions are accurate and subject to the terms set forth in this letter and the Partnership Agreement to be entered into prior to payment of any installment below. The total Capital Contribution will be rounded to the nearest dollar and is expected to be $8,605,718 payable in installments. Each installment is due within four (4) business days of the Investment Limited Partner’s receipt and approval of documentation evidencing the satisfaction of the installment’s and all previous installments’ conditions as follows:

1) $1,721,144 or 20% (the “First Installment”) paid prior to or simultaneously with the closing of construction financing;

2) $5,163,431 or 60% (“the Second Installment”) upon construction completion;
3) $1,290,857 or 15% (“the Third Installment”) upon the latest of 95% physical occupancy, 100% initial tax credit occupancy, cost certification, permanent loan commencement or conversion, or property stabilization;

4) $430,286 or 5% (“the Final Installment”) upon receipt of IRS Forms 8609.

B. The Capital Contribution shall be applied by the Partnership first to direct development costs, then to the payment of the development fee (the “Development Fee”). To the extent the Capital Contribution or net cash flow is not sufficient to pay the full Development Fee within ten years of the construction completion date, the General Partner shall be obligated to contribute capital to the Partnership to enable it to pay the remaining balance.

3. DISTRIBUTION OF NET CASH FLOW

A. Net cash flow, generated by the Property after payment of operating expenses, debt service and replacement reserve deposits, shall be distributed within 45 days of the end of the fiscal year, prior to the first full year of operations, 100% to the General Partner, and beginning in the first full year of operations, as follows:

i) To the Investment Limited Partner $75 per unit as a cumulative annual investor services fee, increasing 3% annually;

ii) To the Investment Limited Partner as reimbursement for any debts or liabilities owed to the Investment Limited Partner;

iii) To the developer as payment of the Development Fee until payment in full of the Development Fee;

iv) To the General Partner $150 per unit, as a cumulative annual partnership management fee, increasing 3% annually;

v) To the Investment Limited Partner, to the extent that any Partnership taxable income is allocated to the Investment Limited Partner in any year, cash flow equal to 40% of the taxable income;

vi) To the General Partner as reimbursement for operating deficit loans made to the Partnership and owed to the General Partner;

vii) Finally, any remaining net cash flow shall be distributed 90% to the General Partner and 10% to the Investment Limited Partner.

4. DISTRIBUTION OF NET CASH PROCEEDS UPON SALE OR REFINANCING

A. The net cash proceeds upon sale or refinancing shall be distributed in the following order:

i) To the payment of all debts and liabilities of the Partnership, excluding those owed to Partners, and to the establishment of any required reserves;

ii) To the payment of any debts and liabilities owed to the Investment Limited Partner;

iii) To the payment of any fees, debts, and liabilities owed to the General Partner and any unpaid partnership management fees for such year;
iv) The balance, 90% to the General Partner, and 10% to the Investment Limited Partner.

B. For a period of one year after the expiration of the initial compliance period, the General Partner may commence marketing the Property or may have the option to purchase the Investment Limited Partner’s interest for a purchase price equal the fair market value of the Investment Limited Partner’s interest. Fair market value shall be determined in accordance with the Partnership Agreement.

At any time after the year following the initial compliance period, PNC and the General Partner may commence marketing the Property. If PNC receives a bona fide offer to purchase the Property, PNC will forward a copy of the offer to the General Partner. If the General Partner chooses to refuse the offer, the General Partner will purchase the Investment Limited Partner’s interest for a purchase price equal to the net proceeds pursuant to Section 5 if the offer had been accepted.

5. DISTRIBUTION OF BENEFITS

Profits, losses and tax credits will be allocated 99.99% to the Investment Limited Partner based on the percentage of limited partner interest to be acquired. In the first year of operations when the net cash flow is allocated 100% to the General Partner, any taxable income will be allocated to the General Partner in the same proportion as the net cash flow distribution.

6. GENERAL PARTNER OBLIGATIONS

A. Construction Completion Obligations
   The General Partner and the Developer shall guarantee lien-free construction completion of all improvements substantially in accordance with the approved plans and specifications. The General Partner and the Developer shall fund any development cost overruns through permanent loan(s) commencement/conversion and such overruns will not be reimbursed by the Partnership.

   The General Partner shall provide copies of each draw request, change orders and all supporting documentation to the Investment Limited Partner simultaneously with submission to the construction lender. The Investment Limited Partner shall have the right to approve change orders in excess of $25,000. If the general contractor is not an affiliate of the General Partner, the construction contract shall be a fixed price contract and the general contractor shall be bonded in a manner satisfactory to the Investment Limited Partner.

B. Operating Deficit Guaranty and Operating Reserve Account
   The General Partner shall guarantee the funding of any operating deficits for operating or fixed costs for 60 months following the later of the break-even operations or permanent mortgage loan commencement or conversion in a maximum amount to subject to the Investment Limited Partner’s due diligence review. The partnership may also establish an operating reserve if the projections change.
C. Replacement Reserve Account

The Partnership shall deposit monthly into a replacement reserve account no less than $250 per unit occupied at conversion (the “Replacement Reserve Account”). The Replacement Reserve Account shall be used to fund the replacement of major capital improvements, and disbursements shall require annual notification of anticipated expenditures and prior written approval of unanticipated expenditures.

D. Tax Credit Adjustments

i) If the annual actual tax credits allocated on the Carryover Allocation or Form(s) 8609 is less than the forecasted tax credits stated in Section 1, then the Capital Contribution shall be reduced in an amount equal to the total tax credit shortfall to the Investment Limited Partner multiplied by the price paid for the tax credits.

ii) If the annual actual tax credits allocated on Form(s) 8609 is greater than the forecasted tax credits stated in Section 1 (the “Additional Credit”), then the Capital Contribution shall be increased in an amount equal to the Additional Tax Credit multiplied by the price paid for the tax credits, and paid pro rata over the remaining Installments. This adjustment combined with all other upward adjustments shall be limited to 10% of the Capital Contribution.

iii) For each additional $1.00 of tax credit delivered in the first years beyond the amount projected in this letter, the ILP shall pay an additional equity amount per tax credit dollar to be determined by Investment Limited Partner during due diligence. The additional capital shall be paid pro rata over the remaining Installments.

iv) If the amount of actual tax credit in any year after construction completion is less than the amount of forecasted tax credit in Section 2 (except for reasons stated in item 6(D)(i) above), the Capital Contribution shall be reduced by an amount equal to the tax credit shortfall amount multiplied by the price paid for the tax credits, plus the amount of any recapture, interest or penalty (a “Reduction Amount”).

v) If any Reduction Amount cannot be paid from the Capital Contribution, the General Partner shall pay the Reduction Amount. Reduction Amounts not paid upon demand shall accrue interest at the prime rate as published in the Wall Street Journal plus 2%.

E. Net Worth and Guarantee Requirements

All obligations of the General Partner shall be guaranteed by person(s) or entities (“Guarantor(s)”) acceptable to the Investment Limited Partner and with sufficient net worth and liquidity.

7. CONDITIONS

A. Property

The Property will be the construction of a development located in the City of Brenham, Washington County, Texas.

B. Tax Credit Allocation

The Partnership may elect to defer the use of tax credits for any individual building which is not 100% tax credit qualified by December 31st of the year in which it is placed in service, at the
Investment Limited Partner’s discretion. It is assumed that IRS form 8609 will be issued subsequent to the anticipated placed-in-service deadline.

C. Tax Credit Occupancy
The Partnership must comply with the 40/60 minimum set-aside test (a minimum of 40% of the units must be rented to tenants with incomes less than 60% of area median, adjusted for family size).

D. Construction and Permanent Financing
The General Partner shall provide to PNC for its review and approval, copies of the loan commitments and loan documents for all financing sources, which are assumed to be from qualified commercial lenders and qualify for the 9% tax credit applicable percentage.

E. Property Management Agent
i) The General Partner shall provide or cause the Property management agent to provide management reports to the Investment Limited Partner in a timely manner concerning operations, occupancy and other information essential to the management of the Property.

ii) Upon the occurrence of certain events, including any material violations, negligence or misconduct or inadequate reporting, the Special Limited Partner will have the option to replace the Property management agent. All Property management agreements will include a termination clause allowing either the General Partner or the Property management agent to terminate the agreement by giving a 30-day advance written notice to the other party.

F. Repurchase Obligations
The Investment Limited Partner shall not be required to advance any unpaid Installments and the General Partner may be required to repurchase the Investment Limited Partner’s interest for the invested amount. Conditions for repurchase shall include: construction completion, break-even operations or permanent loan closing(s)/conversion(s) are not achieved or other tax credit compliance conditions are not met in a reasonable time period.

G. Insurance Obligations
The Partnership will provide the following insurance policies: i) an extended ALTA owner’s title insurance policy in an amount not less than the permanent mortgage(s), the General Partner’s and Investment Limited Partner’s capital contributions, with all standard exceptions deleted or approved and with Fairways, non-imputation and other requested endorsements; ii) commercial general liability insurance in the minimum amount of $5,000,000 naming the Investment Limited Partner as named insured party of which not more than $2,000,000 is through an umbrella policy; (iii) builder’s risk insurance through construction completion, and all risk or fire and extended coverage and, if necessary, earthquake, hurricane and flood insurance, all policies in a minimum amount equal to full replacement value; (iv) workers’ compensation as required under state law; (v) business interruption insurance coverage equal to one full year’s gross rental income or as acceptable to the Investment Limited Partner; and (vi) any other insurance as may be necessary or customary.

H. Accountant’s Obligations
The General Partner shall provide or cause the Partnership’s accountant to provide the following annual reports: i) federal and state tax returns for the previous year (including all supporting documentation necessary to verify the calculation of the tax credit) by February 28th and ii)
annual audited Partnership financial statements (including all supporting documentation) by March 1st. Any delays beyond the designated due date may result in a $100 per day penalty to the Partnership. The Partnership Accountant shall review and approve the basis and benefits calculations prior to the payment of the First Installment.

I. General Partner Removal
The Partnership Agreement shall contain provisions for the removal of the General Partner with cause.

8. DUE DILIGENCE PERIOD

The General Partner grants the Investment Limited Partner the exclusive right to acquire the Partnership interest commencing on the date of the initial execution of this letter of intent and terminating 60 days after receipt of the documents necessary to complete the due diligence review.

Our agreement to make the investment described in this letter of intent is subject to the accuracy of the information you have provided to us and our mutual agreement on the terms of the closing documents and review of customary due diligence which shall include those items specifically referenced in the PNC commitment for construction and term financing sent under separate cover.

This letter of intent does not expire before December 31, 2020.

The attached 15-year pro forma was prepared by the borrower for Brenham Trails located in Brenham, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PNC Bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the creditworthiness of Trinity Housing Development and its Principals. At this time, PNC Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

This letter of intent is not a commitment and is subject to PNC’s underwriting, due diligence review, and market conditions at the time a letter of intent is issued following the tax credit award. During the due diligence period, PNC will conduct a due diligence review and negotiate with the General Partner, in good faith, any open terms of this letter of intent. The due diligence period will commence upon receipt by PNC of all Property and Partnership documents identified in the syndication binder. The due diligence review will include, without limitation, the verification of factual representations made by the General Partner, a review of the Property and Partnership documents, a site visit and an evaluation of the following: the experience and expertise of the General Partner, general contractor, architect and Property management agent; Property area market; an appraisal of the Property; the construction schedule; the total development budget; the residual potential of the Property and capital account analysis; Phase I environmental assessment and all subsequent reports and other relevant factors. PNC may also commission consultants to perform market analysis, construction, insurance and environmental reviews. The General Partner and PNC acknowledge that no legally enforceable relationship shall exist between General Partner and PNC unless and until the Acquisition Review Committee of PNC shall have
approved the proposed transaction, and the parties shall have executed the Partnership Agreement and the other transaction and financing documents contemplated herein. The foregoing pricing assumptions for this application letter of intent are based on current market conditions, which are subject to change in the event of a change in the federal income tax laws or regulations which would have an effect on the benefits PNC expects to receive from the transaction.

Should you have any questions, please do not hesitate to call (502) 581-2640. We look forward to working with you on this and future transactions.

Sincerely,

PNC BANK, N.A.

Ryan Edwards
Vice President
PNC Bank, N.A.

cc: Tricia Hurley, File

Attachments:
Developer's Pro forma
Proposed Sources and Uses
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.

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.)

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$407,304</td>
<td>$415,450</td>
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<td>$7,027</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$421,448</td>
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<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($30,989)</td>
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<td>($32,886)</td>
<td>($33,543)</td>
<td>($37,034)</td>
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<td>Rental Concessions</td>
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<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$382,195</td>
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### EXPENSES

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<tr>
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<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$13,328</td>
<td>$13,728</td>
<td>$14,140</td>
<td>$14,564</td>
<td>$15,001</td>
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<tr>
<td>Management Fee</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<td>$47,493</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$31,400</td>
<td>$32,342</td>
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<td>Electric &amp; Gas Utilities</td>
<td>$7,350</td>
<td>$7,571</td>
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<td>$8,272</td>
<td>$9,590</td>
<td>$11,118</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$20,580</td>
<td>$21,197</td>
<td>$21,833</td>
<td>$22,488</td>
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<td>$26,852</td>
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<td>Annual Property Insurance Premiums</td>
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<td>$13,636</td>
<td>$14,045</td>
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<td>Reserve for Replacements</td>
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<td>Other Expenses</td>
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<td>$1,740</td>
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<td>TOTAL ANNUAL EXPENSES</td>
<td>$200,965</td>
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<td>$212,811</td>
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<tr>
<td>NET OPERATING INCOME</td>
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### DEBT SERVICE

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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>
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</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$141,772</td>
<td>$141,772</td>
<td>$141,772</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$141,772</td>
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<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>$141,772</td>
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<tr>
<td>Other Annual Required Payment</td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
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<td>$41,265</td>
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<td>CUMULATIVE NET CASH FLOW</td>
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<td>Debt Coverage Ratio</td>
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<td>1.32</td>
<td>1.33</td>
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</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**

Ryan Edwards

Printed Name: Ryan Edwards

Phone: 502-581-2640

Email: Ryan.L.Edwards@PNC.com

Date: February 27, 2020

**Signature, Authorized Representative, Syndicator**

Ryan Edwards

Printed Name: Ryan Edwards

Date: February 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).

### Financing Participants

<table>
<thead>
<tr>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
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<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
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</table>
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

Brenham Trails will be financed with a $2,200,000 permanent loan and $8,605,718 in tax credit equity from PNC. The project financing will also include a $250 fee waiver from the City of Brenham and currently estimated $358,385 in deferred developer fee to be paid from cash flow. Construction and Equity Bridge financing will be provided during the construction phase by PNC.

**Replacement reserves** will be funded at $250 per unit per year, as shown in the Annual Operating Expenses.

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.

**Replacement reserves will be funded at $250 per unit per year, as shown in the Annual Operating Expenses.**

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

There will be no rental assistance or other subsidy for this property.

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.

---

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Edwards</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Telephone:** 502-581-2640

**Email address:** Ryan.L.Edwards@PNC.com

If a revised form is submitted, date of submission: 2/27/2020
Supporting Documents:
Funding from Local Government
RESOLUTION NO. R-20-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, PROVIDING SUPPORT FOR APPLICATION NO. 20222 BY TRINITY BRENHAM TRAILS, LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) CONCERNING THE BRENHAM TRAILS DEVELOPMENT WITHIN THE CITY OF BRENHAM, TEXAS; AUTHORIZING THE MAYOR TO CERTIFY THIS RESOLUTION TO TDHCA; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS Trinity Brenham Trails, LP has proposed a development for affordable rental housing at 2400 S. Market Street, named Brenham Trails in the City of Brenham, said development being further described in Exhibit “A” attached hereto and incorporated herein for all purposes pertinent; and

WHEREAS, there is a need for affordable housing for Brenham citizens of modest means, and

WHEREAS, Trinity Brenham Trails, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Low Income Housing Tax Credit Program funds for Brenham Trails (TDHCA Application No. 20222), and

WHEREAS, Brenham Trails will be an age-restricted development meaning all residents must be age fifty-five (55) or older.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AS FOLLOWS:

Section 1: As provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Brenham has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds and

Section 2: That the City of Brenham, acting through its governing body, hereby confirms that it supports the proposed development of Brenham Trails, and authorizes an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4).

Section 3: The City of Brenham acknowledges and approves in-kind contribution for this project in the amount of $250.00, should the development receive a housing tax credit allocation.
Section 4: That the Mayor is hereby authorized, empowered, and directed to certify these resolutions to TDHCA.

Section 5: This Resolution and formal action has been taken to put on record the opinion expressed by the City Council of the City of Brenham and shall become effective immediately from and after its passage.

RESOLVED on this the 20th day of February 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jenna Bellinger, TRMC, CMC
City Secretary
2020 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 40.00%
     - Cash flow from operations: 5.00%
     - Developer Fee: 5.00%
     - Total: 50.00% (Must equal at least 50% regardless of structure)
   - 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

Yes No Principals of the Qualified Nonprofit or HUB are related Parties to or Affiliates of any other Principals of the Applicant or Developer.

Yes Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

- A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

- A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

- Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

Points Claimed: 0

Total Points Claimed: 2

2/26/2020
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company’s profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmbHsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. **Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.**

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

---

**Texas Historically Underutilized Business (HUB) Certificate**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that **JANIA CORMIER DEVELOPMENT CONSULTING LLC** has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-JAN-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager  
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmbHsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
2020 HTC
Full Application

Part 5 Tab 36

NP or HUB
Experience and Material Participation Statements
Material Participation of HUB

The HUB for this application, Janna Cormier Development Consulting, LLC has existing housing experience and is qualified to be a HUB owner on this application. Please see the attached resume that documents expertise and recent experience. The principal for Janna Cormier Development Consulting, LLC, Janna Cormier, has a Masters Degree in urban Planning and been specifically involved in multifamily finance and development since 1996.

Janna Cormier Development Consulting, LLC has thus far provided assistance with site identification according to TDHCA QAP requirements, reviewed preliminary engineering site plans and architectural schematics, compiled budgets, and developed the financing structure for this application.

Janna Cormier Development Consulting, LLC will be involved in this development from award through lease-up and operation through the compliance period.

Ms. Cormier will be an integral part of the financing team and will assist the developer in development construction and operating budgets, and working with financing partners in getting the deal closed. Additionally, Ms. Cormier will visit the property throughout construction, review draws, provide quarterly construction reports to TDHCA, and assist with the cost certification and permanent conversion of the development.

Ms. Cormier will also work with the co-developer with regard to lease up and continued compliance of the property with regard to TDHCA requirements.
Janna Cormier  
9205 San Juan Pass, Austin, TX 78737  
512-773-8169  
janna.cormier@jcdevelopmentconsulting.com

Profile Summary
- Experienced professional with a 20 year career in real estate finance and affordable housing. Proactive approach has resulted in closing complicated real estate transactions utilizing low income housing tax credits, historic tax credits and tax exempt bond financing.
- Excellent interpersonal, analytical, and organizational skills.

Work Experience

Janna Cormier Development Consulting, LLC  
Real Estate Development Consultant  
2014-Present
- Real estate development consultant focusing on affordable housing financing with low income housing tax credits and tax exempt bonds.
- Prepare applications for financing through state and federal housing agencies.
- Advise clients in real estate development transactions to determine optimal financing structure, and work with investors and development team to close transactions.
- Extensive experience with projects involving RAD conversion of Public Housing.

PNC Real Estate – Tax Credit Capital  
Vice President  
2004-2014
- Client facing originations position accountable for soliciting business accounts and developing relationships with LIHTC developers in Texas, Oklahoma, New Mexico, Arkansas and Louisiana.
- Seek out new real estate investment opportunities, and structure transactions to make competitive proposals that fit the bank’s investment needs and risk profile.
- Stay abreast of industry news and policy to advise clients and structure deals that are compliant.
- Cross-sell real estate banking services and products to clientele.
- Participate in industry events to represent the bank as a leader within the territory.

Highlights:
- Signed and closed $160MM in LIHTC equity transactions in 3.5 years as lead originator for the Texas region; including $5MM in Historic Tax Credit equity combined with LIHTC transactions.
- Worked on transactions involving many different financing structures and programs including Low Income, Historic and State Historic Tax Credits, FHA, Freddie Mac, Fannie Mae, USDA Rural Development, HOME, CDBG, TIF, Tax Exempt bonds, FHLB programs, city and state subsidy programs.

RBC Dain Rauscher  
Investment Banker  
2002-2004
- Client facing business development position accountable for soliciting business to structure private activity bond transactions for multifamily development.
- Analyzed real estate development transactions to determine optimal financing structure, and worked with investors and development team to close transactions.
Texas Housing Finance Corporation 2000-2002

Real Estate Analyst
- Analyzed LIHTC development transactions to determine optimal financing structure, and put together financing proposals. Worked with investors and development team to close transactions.

Texas Department of Housing and Community Affairs 1996-2000

Senior Planner – Housing Trust Fund
- Responsible for managing Request for Proposals to award funds to Texas nonprofits for housing related activities.

Education

Master of Urban Planning 1995
Texas A&M University, College Station, TX

Bachelor of Science in Geography 1990
Texas A&M University, College Station, TX
2020 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
Organizational Chart -- Ownership Entity

Trinity Brenham Trails, LP

Trinity Brenham Trails GP, LLC
- .01% General Partner

Trinity Housing Development Texas, LLC
- 60% Member

Trinity Housing Development, LLC
- (A Missouri Limited Liability Corporation)
- 100% Member

Janna Cormier Development Consulting, LLC
- 40% Member (HUB)

Syndicator TBD
- 99.99% Limited Partner

Janna Cormier
- 100%
- Ability to Exercise Control

J. Ryan Hamilton
- 33.33%
- Ability to Exercise Control

J. Douglas Hamilton
- 33.33%
- Ability to Exercise Control

Michael K. Hamra
- 33.33%
- Ability to Exercise Control
Organizational Chart -- Developer Entity

Trinity Housing Development Texas, LLC
Co-Developer
(95% of Developer and fee)

Trinity Housing Development, LLC
(A Missouri Limited Liability Corporation)
100% Member

Janna Cormier Development Consulting, LLC
Co-Developer
(5% of Developer and fee)
(HUB)

Janna Cormier
100% Member
Ability to Exercise Control

J. Ryan Hamilton
33.33%
Ability to Exercise Control

J. Douglas Hamilton
33.33%
Ability to Exercise Control

Mike K. Hamra
33.33%
Ability to Exercise Control
Organizational Chart -- Guarantor Entity

Trinity Housing Development Texas, LLC
100% Guarantor

Trinity Housing Development, LLC
(A Missouri Limited Liability Corporation)
100% Member

J. Ryan Hamilton
33.33%
Ability to Exercise Control

J. Douglas Hamilton
33.33%
Ability to Exercise Control

Mike K. Hamra
33.33%
Ability to Exercise Control
List of Organizations and Principals
<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: Trinity Brenham Trails GP, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: PO Box 41326</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78704</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>TBF</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(713) 409-0211</td>
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<table>
<thead>
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<th>Org. 1.1</th>
<th>Organization Legal Name: Trinity Housing Development Texas, LLC</th>
<th>Role/Title</th>
<th>Managing Mem, Co-Dev, Guar</th>
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</thead>
<tbody>
<tr>
<td>Address: PO Box 41326</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78704</td>
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<tr>
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<td></td>
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<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>10/3/2019</td>
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<tr>
<td>Previous TDHCA Experience?</td>
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<td>(713) 409-0211</td>
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<tr>
<td>Address: 3556 S. Culpepper, Suite 4</td>
<td>City: Springfield</td>
<td>State: MO</td>
<td>Zip: 65804</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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</tr>
<tr>
<td>Organization legally formed?</td>
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<td>Date formed:</td>
<td>10/3/2019</td>
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<tr>
<td>Previous TDHCA Experience?</td>
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<tr>
<th>Org.</th>
<th>Organization Legal Name: Janna Cormier Development Consulting, LLC</th>
<th>Role/Title</th>
<th>Member and Co-Dev</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
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<td></td>
</tr>
<tr>
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<tr>
<td>Previous TDHCA Experience?</td>
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<table>
<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name: Trinity Brenham Trails, LP</th>
<th>Role/Title</th>
<th>100% Development Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: PO Box 41326</td>
<td>City: Austin</td>
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<td>No</td>
<td>Date formed:</td>
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<td>Previous TDHCA Experience?</td>
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<tbody>
<tr>
<td>Address: PO Box 41326</td>
<td>City: Austin</td>
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<tr>
<td>Organization legally formed?</td>
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<td>Date formed:</td>
<td>TBF</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(713) 409-0211</td>
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<th>Role/Title</th>
<th>100% Development Owner</th>
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</thead>
<tbody>
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<td>Date formed:</td>
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<td>Previous TDHCA Experience?</td>
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<th>Org.</th>
<th>Organization Legal Name: Trinity Housing Development, LLC</th>
<th>Role/Title</th>
<th>100% Development Owner</th>
</tr>
</thead>
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<td>City: Springfield</td>
<td>State: MO</td>
<td>Zip: 65804</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>10/3/2019</td>
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<tr>
<td>Previous TDHCA Experience?</td>
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<tr>
<th>Org.</th>
<th>Organization Legal Name: Janna Cormier Development Consulting, LLC</th>
<th>Role/Title</th>
<th>Member and Co-Dev</th>
</tr>
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<tbody>
<tr>
<td>Address:</td>
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<td></td>
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<tr>
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<tr>
<td>Previous TDHCA Experience?</td>
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</tbody>
</table>

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.

[Trinity Brenham Trails, LP]
[PO Box 41326]
[City: Austin]
[State: TX]
[Zip: 78704]

[Trinity Brenham Trails GP, LLC]
[PO Box 41326]
[City: Austin]
[State: TX]
[Zip: 78704]

[Trinity Housing Development Texas, LLC]
[PO Box 41326]
[City: Austin]
[State: TX]
[Zip: 78704]
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<th>Name of Entity</th>
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<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janna Cormier</td>
<td></td>
<td>9205 San Juan Pass</td>
<td>Austin</td>
<td>TX</td>
<td>78737</td>
</tr>
</tbody>
</table>

**Name(s) of Entities the Organization Owns or Controls:**

- 40% of Trinity Brenham Trails GP, LLC; 5% Co-Developer

**Organization legally formed?:** Yes

**Date formed:** 9/18/2014

**Legal Org is or will be:** Limited Liability Company

**Previous TDHCA Experience?:** Yes

**Phone:** (512) 773-8169

**Email:** janna.cormier@jcdevelopmentconsulting.com

**Organization is identified on Org. Chart?:** Yes

**Ability to exercise Control over the Development?:** Yes

**List of Sub-Entities or Principals:**

1. Janna Cormier
2. NA
3. NA
4. NA
5. NA
6. NA

**TDHCA Experience:**

1. Yes
2. NA
3. NA
4. NA
5. NA
6. NA
Previous Participation
**Previous Participation Form**

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

| Person/Role: | Trinity Brenham Trails, LP  
|             | Trinity Brenham Trails GP, LLC  
| Email Address: | mfogel@trinityhousingdevelopment.com  
| City & State of Home Addr: | Austin, TX  
| Applicant Legal Name: | Trinity Brenham Trails, LP  

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   **By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.**

   **Add more rows to the form as needed.**

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tr>
<td>NA</td>
<td></td>
<td></td>
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<td></td>
</tr>
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</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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<td>CSBG</td>
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<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
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<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
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<td>Other:</td>
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<tr>
<td>Other:</td>
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</tr>
<tr>
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</tr>
</tbody>
</table>

<table>
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<tr>
<th>Email Address:</th>
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<tbody>
<tr>
<td><a href="mailto:rhamilton@trinityhousingdevelopment.com">rhamilton@trinityhousingdevelopment.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City &amp; State of Home Addr:</th>
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<tbody>
<tr>
<td>Springfield, MO</td>
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<table>
<thead>
<tr>
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<tr>
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<td>Trinity Brenham Trails, LP</td>
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<td>Trinity Beaumont Trails, LP</td>
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<tr>
<td>Trinity San Angelo Walnut Trails, LP</td>
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<table>
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<tr>
<th>Community Affairs:</th>
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<tbody>
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<td>HOME:</td>
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<tr>
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Person/Role:

| J. Ryan Hamilton |
| J. Douglas Hamilton |

Email Address:

rhamilton@trinityhousingdevelopment.com

City & State of Home Addr:

Springfield, MO

Applicant Legal Name:

Trinity Ennis Trails, LP
Trinity Henderson Trails, LP
Trinity Brenham Trails, LP
Trinity Beaumont Trails, LP
Trinity San Angelo Walnut Trails, LP

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<tbody>
<tr>
<td>15237</td>
<td>TRM Senior Apartments</td>
<td>Troup, Rusk, Mt Pleasant</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>17285</td>
<td>Oak Trails</td>
<td>San Angelo</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17288</td>
<td>Forest Trails</td>
<td>Lindale</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17290</td>
<td>Golden Trails</td>
<td>West</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>18370</td>
<td>Heritage Tower</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
</tr>
<tr>
<td>18398</td>
<td>Hickory Trails</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
</tr>
<tr>
<td>19238</td>
<td>Franklin Trails</td>
<td>Franklin</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
<tr>
<td>19237</td>
<td>Gatesville Trails</td>
<td>Gatesville</td>
<td>HTC</td>
<td>in 07/19</td>
<td>NA</td>
</tr>
<tr>
<td>19236</td>
<td>Tool Cedar Trails</td>
<td>Tool</td>
<td>HTC</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.

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   | HOME: |
   | CFDC | HBA | PWD | Self-Help |
   | DR  | HRA | SFD | NSP      |

   | HTF/OCI: |
   | AYBR | Bootstrap | CFDC |

   | Other: |   |

   | Other: |   |
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: Michael K. Hamra

Email Address: rhamilton@trinityhousingdevelopment.com

City & State of Home Addr: Springfield, MO

Applicant Legal Name:

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: Janna Cormier Development Consulting, LLC
Janna Cormier

Email Address: janna.cormier@jcdevelopmentconsulting.com

City & State of Home Addr: Austin, TX

Trinity Ennis Trails, LP
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Trinity Brenham Trails, LP
Trinity Beaumont Trails, LP
Trinity San Angelo Walnut Trails, LP

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2020 HTC Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2020 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
2020 HTC
Full Application

Part 5 Tab 42

Development Team Members
# Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

### Developer:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trinity Housing Development Texas, LLC</td>
<td>J. Ryan Hamilton</td>
<td>(417) 882-1701</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:rhamilton@trinityhousingdevelopment.com">rhamilton@trinityhousingdevelopment.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
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### Housing General Contractor:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hamilton Builders Contracting LLC</td>
<td>Douglas Hamilton</td>
<td>(417) 882-1701</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:douglashamilton@hamiltoncorporation.com">douglashamilton@hamiltoncorporation.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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### Infrastructure General Contractor:

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### Cost Estimator:

<table>
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### Architect:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Architects, PLLC</td>
<td>Anthony Monaco</td>
<td>(469) 393-1152</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:amonaco@crossarchitects.com">amonaco@crossarchitects.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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<td></td>
</tr>
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<td>No</td>
<td></td>
</tr>
</tbody>
</table>

* Development Team Members

J. Ryan Hamilton
rhamilton@trinityhousingdevelopment.com
TBD
TBD
No
Yes

Douglas Hamilton
douglashamilton@hamiltoncorporation.com
TBD
84-3238375
No
Yes

Douglas Hamilton
douglashamilton@hamiltoncorporation.com
TBD
84-3238375
No
Yes

Anthony Monaco
amonaco@crossarchitects.com
TBD
03-0519517
No
No

2/28/2020
<table>
<thead>
<tr>
<th>Engineer:</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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<tbody>
<tr>
<td>Dean Carlson</td>
<td>(903) 324-8400</td>
<td></td>
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<tr>
<td><a href="mailto:Deancarlson@carlsonconsulting.net">Deancarlson@carlsonconsulting.net</a></td>
<td>62-1747732</td>
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<table>
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<tr>
<th>Civil Engineer:</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Housing Analysts</td>
<td>Bob Coe</td>
<td>(281) 387-7552</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:robertcoe2@gmail.com">robertcoe2@gmail.com</a></td>
<td>TBD</td>
<td>SSN</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accountant:</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brent L. Barringer</td>
<td>(205) 271-5543</td>
<td></td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attorney:</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shackelford, Bowen, McKinley &amp; Norton, LLP</td>
<td>John Shackelford</td>
<td>(214) 780-1400</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jshackelford@shackelfordlaw.com">jshackelford@shackelfordlaw.com</a></td>
<td>TBD</td>
<td>75-2967456</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>62-1747732</td>
</tr>
<tr>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>TBD</td>
<td>27-1490692</td>
</tr>
</tbody>
</table>

2/28/2020
<table>
<thead>
<tr>
<th>Property Manager:</th>
<th>J. Ryan Hamilton</th>
<th>(417) 882-1701</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ryanhamilton@hamiltoncorporation.com">ryanhamilton@hamiltoncorporation.com</a></td>
<td>TBD</td>
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<tr>
<td>Proposed Fee</td>
<td>27-1490692</td>
<td></td>
</tr>
<tr>
<td>Tax ID Number (TIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Phone</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td><strong>Title Company</strong></td>
<td><strong>Chad Kolbe</strong></td>
<td>(979) 731-8400</td>
</tr>
<tr>
<td></td>
<td><strong><a href="mailto:chad@aggielandtitle.com">chad@aggielandtitle.com</a></strong></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td><strong>30-0939245</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Application Consultant:</strong></td>
<td><strong>S. Anderson Consulting, LLC</strong></td>
<td>(512) 789-1295</td>
</tr>
<tr>
<td></td>
<td><strong>Alyssa Carpenter</strong></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td><strong><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></strong></td>
<td>46-2015199</td>
</tr>
<tr>
<td><strong>ESA Provider:</strong></td>
<td><strong>Professional Service Industries (PSI)</strong></td>
<td>(770) 424-6200</td>
</tr>
<tr>
<td></td>
<td><strong>Johnathon Grant</strong></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td><strong><a href="mailto:Johnathon.grant@intertek.com">Johnathon.grant@intertek.com</a></strong></td>
<td>37-0962090</td>
</tr>
<tr>
<td><strong>Scope and Cost Review (formerly PCA) Provider:</strong></td>
<td><strong>NA</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Preservation Consultant:</strong></td>
<td><strong>NA</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Other</strong></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

2/28/2020
Development Team Member Relationships with Applicant

The Applicant, Developer, Contractor, Cost Estimator, and Property Manager are related entities through principals.
2020 HTC
Full Application

Part 5 Tab 43

Architect Certification
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.
Engineer/Architect Certification

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 35,180 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 4,831 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]

02/27/20

Date

BRIAN RUMSEY

Printed Name

Tx, #1/8/54

License Number and State

CROSS ARCHITECTS, PLLC

Firm Name (If applicable)
## 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>49</td>
<td>5%</td>
<td>2.45</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A1 - 1/1 650 Sq Ft</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A1P1 - 1/1 671 Sq Ft</td>
<td>14</td>
<td>5%</td>
<td>0.7</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>A2 - 1/1 650 Sq Ft</td>
<td>1</td>
<td>5%</td>
<td>0.05</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>B1 - 2/1 852 Sq Ft</td>
<td>18</td>
<td>5%</td>
<td>0.9</td>
<td>1</td>
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<tr>
<td></td>
<td>49</td>
<td>5%</td>
<td>2.45</td>
<td>4</td>
<td>3</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>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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 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>
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<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
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<tr>
<td>E</td>
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<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
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</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]

Printed Name: [Raymond Bates]

Firm Name (If applicable): [Ross Architects, P.C.]

Date: 02/27/20

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>A1 - 1/1 650 Sq Ft</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
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<tr>
<td>A1P - 1/1 671 Sq</td>
<td>14</td>
<td>2%</td>
<td>0.28</td>
<td>1</td>
<td>0</td>
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<tr>
<td>A2 - 1/1 650 Sq Ft</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>B1 - 2/1 852 Sq Ft</td>
<td>18</td>
<td>2%</td>
<td>0.36</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Total</td>
<td>49</td>
<td>2%</td>
<td>0.98</td>
<td>4</td>
<td>2</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>
</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: [Raymond Briles]

Firm Name (If applicable): Cross Architects, PLLC

Date: 02/27/20

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>Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1</td>
<td>Pavilion with BBQ Grill</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2</td>
<td>Dumpsters</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 3</td>
<td>Dog Park</td>
<td>1</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: **5**

2/25/2020
## Accessible Parking for Residential Units

Enter the information indicated below.

**Total dwelling Units in the Development:** 49

**Total surface parking spaces (including non-residential):** 91

**Total carports (including non-residential):** 0

**Total garages (including non-residential):** 0

**Total parking spaces of all types:** Calculated from above: 91

**Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):** Calculated on prior page: 5

**Total of all types of parking spaces that serve dwelling units:** Calculated from above: 86

**APSs for mobility accessible units (5% of unit count, if spaces are sufficient):** Calculated from above: 3

**Parking spaces that serve dwelling units in excess of one per unit (if applicable):** Calculated from above: 37

**APSs required in excess of one per mobility accessible unit:** Calculated from above: 1

**Total APSs required (including dwelling units and facilities/amenities):** Calculated from above: 9

### 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:** 6

**Minimum number of carports that must be APSs:** 0

**Number of garages that must be APSs:** 0

### 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:** [Signature]

**Printed Name:** [Anthony Monac]

**Date:** 02/25/2020

**Firm Name (if applicable):** [Cross Architecture PLLC]
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2020 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database: https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
February 21, 2017

Mr. J. Ryan Hamilton
3556 South Culpepper
Suite 4
Springfield, Missouri 65804

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Hamilton:

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
2020 HTC
Full Application

Part 5 Tab 45

Credit Limit Documentation
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, and 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>Trinity Brenham Trails, LP</td>
<td>No</td>
</tr>
<tr>
<td>2.</td>
<td>Trinity Brenham Trails GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3.</td>
<td>Trinity Housing Development Texas, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>4.</td>
<td>Trinity Housing Development, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>J. Ryan Hamilton</td>
<td>Yes</td>
</tr>
<tr>
<td>6.</td>
<td>J. Douglas Hamilton</td>
<td>Yes</td>
</tr>
<tr>
<td>7.</td>
<td>Michael K. Hamra</td>
<td>Yes</td>
</tr>
<tr>
<td>8.</td>
<td>Janna Cormier Development Consulting, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>Janna Cormier</td>
<td>Yes</td>
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<td>10.</td>
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<td>11.</td>
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<td>29.</td>
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<td>30.</td>
<td></td>
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</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 tabone signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]  
Date: [2/11/20]  
Its: [Manager]  

2/5/2020
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:

| Trinity Housing Development Texas, LLC |

Which is:

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [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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<tr>
<th>Development Name</th>
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<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ennis Trails</td>
<td>3</td>
<td>Ennis</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Henderson Trails</td>
<td>4</td>
<td>Henderson</td>
<td>60.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
<td>60.00%</td>
<td>95.00%</td>
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<tr>
<td>Brenham Trails</td>
<td>8</td>
<td>Brenham</td>
<td>60.00%</td>
<td>95.00%</td>
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<tr>
<td>Walnut Trails</td>
<td>12</td>
<td>San Angelo</td>
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I acknowledge that [J. Ryan Hamilton] 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)]

Trinity Housing Development Texas, LLC

Printed Name

Date: 2-7-20

2/5/2020
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: Trinity Housing Development, LLC

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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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)]

Trinity Housing Development, LLC

[Printed Name]

Date: 2-1-10

2/5/2020
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: J. Ryan Hamilton

Which is: 
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] J. Ryan Hamilton

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date

2/5/2020
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: J. Douglas Hamilton

Which is:
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I acknowledge that J. Ryan Hamilton 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.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: J. Douglas Hamilton
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) Printed Name
Date 02-01-20

2/5/2020
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:

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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</thead>
<tbody>
<tr>
<td>East Trails</td>
<td>3</td>
<td>Ennis</td>
<td>80.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Henderson Trains</td>
<td>4</td>
<td>Henderson</td>
<td>80.00%</td>
<td>95.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
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<td>Brownwood Trails</td>
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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: [Michael K. Hansen]

Date: Feb 10, 2020

2/5/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form:  

Which is:  

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
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<td>3</td>
<td>Ennis</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Henderson Trails</td>
<td>4</td>
<td>Henderson</td>
<td>40.00%</td>
<td>5.00%</td>
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<td>Beaumont Trails</td>
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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: [Janna Cormier Development Consulting, LLC]

Date: 2/10/2020

2/5/2020
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: Janna Carmier

Which is:
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ennis Trails</td>
<td>3</td>
<td>Ennis</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Henderson Trails</td>
<td>4</td>
<td>Henderson</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Beaumont Trails</td>
<td>5</td>
<td>Beaumont</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Brenham Trails</td>
<td>8</td>
<td>Brenham</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Walnut Trails</td>
<td>12</td>
<td>San Angelo</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

I acknowledge that J. Ryan Hamilton 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: Janna Carmier

Date: 2/10/2020
### Community Input Scoring Items

**TDHCA#:** 20222

**Self Score Total:** 113

1. **Local Government Support - §11.9(d)(1)** - Only check the box if support documents are included in the Application.
   - [x] Resolution(s) of either "no objection" or "support" is included behind this tab. **
   - Points Requested: 17
   - **Note that resolutions are due February 28, 2020**

   - **Name of Local Government Body**: City of Brenham
   - **Name of Local Government Body (if applicable)**

2. **Quantifiable Community Participation - §11.9(d)(4)**
   - No letter from a State Representative is included behind this tab. **
   - Points Requested: 0
   - **Note that QCP Packets are due February 28, 2020 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

3. **Input from State Representative - §11.9(d)(5)**
   - No letter from a State Representative is included behind this tab. **
   - Points Requested: 8
   - **Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.**

4. **Input from Community Organizations - §11.9(d)(6)**
   - [x] Applicant has included one or more letters of support or opposition behind this tab.
   - Points Requested: 4

   - **A. Washington County Healthy Living Association**
     - Name of Community Organization: Washington County Healthy Living Association
     - Contact Name: Toy Kurtz
     - [x] Support
     - [ ] Opposition

   - **B. Fath Mission and Help Center**
     - Name of Community Organization: Fath Mission and Help Center
     - Contact Name: J. D. Young
     - [x] Support
     - [ ] Opposition

   - **C.**
     - Name of Community Organization
     - Contact Name
     - [ ] Support
     - [ ] Opposition

   - **D.**
     - Name of Community Organization
     - Contact Name
     - [ ] Support
     - [ ] Opposition

   - **E.**
     - Name of Community Organization
     - Contact Name
     - [ ] Support
     - [ ] Opposition

   - **F.**
     - Name of Community Organization
     - Contact Name
     - [ ] Support
     - [ ] Opposition

2/28/2020
2020 HTC
Full Application

Part 6 Tab 46

Local Government Support Resolution
RESOLUTION NO. R-20-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, PROVIDING SUPPORT FOR APPLICATION NO. 20222 BY TRINITY BRENHAM TRAILS, LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) CONCERNING THE BRENHAM TRAILS DEVELOPMENT WITHIN THE CITY OF BRENHAM, TEXAS; AUTHORIZING THE MAYOR TO CERTIFY THIS RESOLUTION TO TDHCA; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS Trinity Brenham Trails, LP has proposed a development for affordable rental housing at 24’0 S. Market Street, named Brenham Trails in the City of Brenham, said development being further described in Exhibit “A” attached hereto and incorporated herein for all purposes pertinent; and

WHEREAS, there is a need for affordable housing for Brenham citizens of modest means, and

WHEREAS, Trinity Brenham Trails, LP intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2020 Low Income Housing Tax Credit Program funds for Brenham Trails (TDHCA Application No. 20222), and

WHEREAS, Brenham Trails will be an age-restricted development meaning all residents must be age fifty-five (55) or older.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AS FOLLOWS:

Section 1: As provided for in §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Brenham has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds and

Section 2: That the City of Brenham, acting through its governing body, hereby confirms that it supports the proposed development of Brenham Trails, and authorizes an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov’t Code §2306.6703(a)(4).

Section 3: The City of Brenham acknowledges and approves in-kind contribution for this project in the amount of $250.00, should the development receive a housing tax credit allocation.
Section 4: That the Mayor is hereby authorized, empowered, and directed to certify these resolutions to TDHCA.

Section 5: This Resolution and formal action has been taken to put on record the opinion expressed by the City Council of the City of Brenham and shall become effective immediately from and after its passage.

RESOLVED on this the 20th day of February 2020.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jenna Bellinger, TRMC, CMC
City Secretary
2020 HTC
Full Application

Part 6 Tab 46

Support from State Representative
February 5, 2020

Marni Holloway  
Director, Multifamily Finance  
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, Texas 78711

Dear Ms. Holloway,

Thank you for your letter informing me of the preliminary applications that have been received by the department for possible funding through the Competitive Housing Tax Credit Program to develop or acquire affordable multifamily rental housing in House District 13.

As the State Representative for House District 13, I believe the decision to support or oppose any of these projects should be done at the local level. These projects will have more of an impact on our local communities and I believe having our local governments take part in the scoring would be more fitting. For this reason, I will not be submitting a letter of support, opposition, or neutrality for any of the applications that I have received and will be referring the scoring of these applications to the local governing body in which they would be located. This covers the following applications:

- **Project #: 20286**  
  **Development Name:** Song Hall Villas

- **Project #: 20273**  
  **Development Name:** La Grange Springs

- **Project #: 20270**  
  **Development Name:** Navasota Landing Apartments

- **Project #: 20248**  
  **Development Name:** Cedar Cove Apartments

- **Project #: 20277**  
  **Development Name:** La Grange Residences

- **Project #: 20222**  
  **Development Name:** Brenham Trails

- **Project #: 20217**  
  **Development Name:** Somerville Estates

- **Project #: 20279**  
  **Development Name:** Flatonia Springs

- **Project #: 20079**  
  **Development Name:** Fairview Terrace
Again, thank you for keeping me informed. Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

[Signature]

Ben Leman
Texas State Representative
House District 13
2020 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
February 18, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Brenham Trails (TDHCA # 20222)

Dear Ms. Gamble:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 20222 (Brenham Trails) to be located on the southwest corner of S. Market Street and Ryan Street.

WCHLA, Margaret E. Blizzard Senior Activity Center is a tax-exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of our community and senior citizens. 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.

Sincerely,

Toy Kurtz
Executive Director
WCHLA, Margaret E. Blizzard Senior Activity Center
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 21, 2020

WASHINGTON COUNTY HEALTHY LIVING ASSOCIATION
PO BOX 401
BRENNHAM, TX 77834-0401

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-05-1975
Sales and use tax, as of 06-01-1987
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 15101902359

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State’s website. Additionally, out-of-state corporations limited liability companies, or limited partnerships Authority or Registration with the Texas Secretary of State’s website. If you need more information, write 5.

---

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State. Obtain a certification for filings with the Secretary of State.
About Us

Public Purpose

Washington County Healthy Living Association (WCHLA), the Senior Activity Center, follows the mandates of the Older Americans Act in pursuing two primary goals. The first is to give quality and dignity to the lives of senior citizens by promoting community involvement, healthy habits, and independent living. WCHLA's efforts include:

- teaching good health and nutritional habits
- creating interaction between its senior citizens and their community
- providing higher education classes
- encouraging peer camaraderie and group support, and . . .
- just plain "having fun"

Each works toward giving strength and support toward independence for senior citizens throughout their "golden years."

Each works toward giving strength and support toward independence for senior citizens throughout their "golden years."

The Senior Activity Center's second goal is to give relief to the huge and growing costs of medical and nursing home expenses, which are primarily paid for by our tax dollars through Medicare and Medicaid. The average cost of nursing home care is about $3,500 per month, per person. If a senior citizen requires help from home health care attendants giving support in a senior's home, which enables that senior continued independence, those costs average only about $1,200 per month.

Baby boomers started reaching their senior years four years ago and there are 74 million on the horizon. Between 2011 and 2029, a 'boomer' will turn 65 at the rate of 1 every 8 seconds! The cost of their care has become a national crisis that is only going to worsen unless lifestyle changes are made now. It obviously benefits us all to support seniors in their endeavors to stay involved, healthy and independent.

There will always be a need for nursing home care, but we must look to the future with a new vision for our growing senior population. We are living longer, and we must focus toward staying healthy, active and independent. That is WCHLA's mission; that is who we are; and that is what we strive to do—not just for the 900+ senior residents of Washington County, but for the benefit of all citizens of Washington County.
Washington County Healthy Living Association
Senior Activity Center

Call us

Office:
979-836-6552
979-836-1897

Resale Shop:
979-836-1430

Hours: (except holidays)
MON-FRI 9:00 am - 4:00 pm

Find us

OFFICE & ACTIVITIES:
1301 East Tom Green
Brenham TX 77833

MAILING ADDRESS:
PO Box 401
Brenham TX 77834

Send an email

* Indicates required field

Name *
First Last

Email *

Comment *

SUBMIT

Join us on FaceBook at
Washington-County-Healthy-Living-Association-Senior-Center
February 28, 2020

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701
RE: Brenham Trails (TDHCA # 20222)

Dear Ms. Gamble:
I am writing this letter to voice my support for TDHCA Tax Credit Application # 20222 (Brenham Trails) to be located on the southwest corner of S. Market Street and Ryan Street.
Faith Mission and Help Center is a tax-exempt Christian organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community. 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.

Sincerely,

J.D. Young, CEO
Faith Mission
Exemption Verification Letter

The page is not loading with data due to system maintenance or an error. Please try refreshing the page or check back later.

Texas Comptroller of Public Accounts
Austin, TX 78774

February 28, 2020

FAITH MISSION & HELP CENTER, INC.
500 E ACADEMY ST
BRENHAM, TX 77833-3225

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 01-30-1985
Sales and use tax, as of 09-23-1986
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17423899347

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.

As of: 03/31/2020 13:57:52

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State.
Obtain a certification for filings with the Secretary of State.
Faith Mission & Help Center, Inc. is a 501c(3) non profit organization

Welcome to Faith Mission and Help Center,

Since 1985, Faith Mission has been serving the Washington County community by serving those in need and in emergency situations. Today, Faith Mission is a multi-campus, faith-based community working to help people become self-sufficient through emergency assistance and paths to long-term improvement.

Our services and programs include: Homeless Shelter, Family & Individual Counseling, Food, Clothing, Furniture, Medical Care, Medicine, Vocational Training, Financial Assistance, , Education, and employment opportunities.

Please click here to sign up to volunteer during our Christmas Meal Home Delivery.

Please click here to volunteer for the Salvation Army Bell Ringing Campaign.

This year, Faith Mission will provide a Christmas meal for our homebound friends in Washington County. Christmas meal will be delivered from 4:30-6:00 PM on Christmas day. If you would like to volunteer to deliver meals this year, please check back soon for a sign-up calendar, or call the Faith Mission office at 830-1488. If you are homebound, and would like a meal delivered, please call the Faith Mission office at 979-830-1488.
Contact

Faith Mission
500 East Academy St.
Brenham, TX 77833
Office 979.830.1488
Fax: 979.830.7102

First Name *

Last Name *

Business

Email Address *

Telephone Number

How did you learn about Faith Mission?

Comments *

RESET FORM  SUBMIT
2020 HTC
Full Application

Part 7 Tab 47

Third Party Reports
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: Professional Service Industries (PSI)  
   - Date of Report: 2/11/2020

   - [X] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - [X] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - Development is funded by USDA and is not required to supply an ESA.

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.
   - [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: NA
     - Contact Person: 
     - Contact Telephone: 
     - Email: 

3. **Primary Market Area Map**
   - [X] Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Affordable Housing Analysts  
   - Date of Report: TBD

   - Development Site Location:
     - Longitude: -96.381031
     - Latitude: 30.146987

4. **Scope and Cost Review (SCR) (formerly PCA)**
   - Prepared by: NA  
   - Date of Report: 

5. **Appraisal**
   - Prepared by: NA  
   - Date of Report: 

6. **Feasibility Report**
   - Prepared by: Carlson Consulting Engineers Inc  
   - Date of Report: 2/20/2020

2/26/2020
2020 HTC
Full Application

Part 7 Tab 47

ESA Statement
Brenham Trails
Additional ESA Certification

Per the ESA prepared for Brenham Trails, Trinity Brenham Trails, LP certifies that it will comply with any and all recommendations made by the ESA provider.

J. Ryan Hamilton

2-1-20
Date
Market Study Map and Definition
Geographies Selected:

<table>
<thead>
<tr>
<th>Geocode/ ID</th>
<th>State</th>
<th>County</th>
<th>MCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>48477170100</td>
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<td>Washington County</td>
<td>Brenham CCD</td>
</tr>
<tr>
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<td>Texas</td>
<td>Washington County</td>
<td>Washington-Chappell Hill CCD</td>
</tr>
</tbody>
</table>
2020 HTC
Full Application

Part 8 Tab 48

Tie-Breaker Information
## 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.

### Is Site in Region 11 or 13?

<table>
<thead>
<tr>
<th>Poverty Rate less than 17.0341.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
</tr>
<tr>
<td>Poverty Rate = 12.4</td>
</tr>
</tbody>
</table>

### Is Site in Region 11?

<table>
<thead>
<tr>
<th>Poverty Rate less than 32.0341.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
</tr>
<tr>
<td>Poverty Rate = NA</td>
</tr>
<tr>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

### Is Site in Region 13?

<table>
<thead>
<tr>
<th>Poverty Rate less than 22.0341.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
</tr>
<tr>
<td>Poverty Rate = NA</td>
</tr>
<tr>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

### Rent Burden Rank = 2473 (lower number wins tie)

## Tie-Breaker #2 (10 TAC §11.7(2))

Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

**Development Longitude:** -96.381031  
**Development Latitude:** 30.146987  
**Target Population:** Elderly  
**Closest Development serving same Population:** Bluffview Villas  
**Application Number:** is 07038  
**Address:** 2699 Schulte Blvd., Brenham  
**Year of Award:** 2007
2020 HTC
Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
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. Site Plan: The ESA indicates there is an oil well pipeline that traverses the northeast corner of the development site. Please confirm whether there are any applicable pipeline easements.

2. Accessible Sensory Unit: Confirm whether 1 or 2 sensory units are proposed. The Accessible Hearing/Visual Calculation worksheet indicates there will be 2 total while the site plan states there will be 1. Additionally, the site plan appears to depict a two-bedroom sensory unit while the Accessible Hearing/Visual Calculation worksheet indicates 2 one-bedroom units will be available. Please clarify.

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
**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 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.

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3227
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).

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
#20222 Brenham Trails

Full Application Deficiency Response 04-06-2020

1. The well that is mapped at Northwest of the property is a gas well that has a horizontal drilling pathway that crosses the northeast corner of the development site approximately 2 miles below the surface. This is not an oil well and oil pipeline and there is not a surface easement. Please see attached confirmation from the engineer as well as an addendum correction letter from the ESA provider. The ESA provider also sent a complete report with the corrections which is uploaded separately, but the clarifications are in the addendum correction letter.

2. There is 1 accessible sensory unit. Please see the revised Accessible Hearing/Visual Calculation worksheet. Additionally, we noticed a discrepancy between the type of mobility accessible units on the calculation form and what was shown on the site plan. This discrepancy has been corrected and is reflected in the attached revised site plan and building floor plans, which show the correct locations of the accessible units.
FW: 20222 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.

Michael Fogel <mfogel@trinityhousingdevelopment.com>  Fri, Apr 3, 2020 at 3:43 PM
To: Alyssa Carpenter <ajcarpen@gmail.com>
Cc: Ryan Hamilton <rhamilton@trinityhousingdevelopment.com>, Adam Horton <ahorton@trinityhousingdevelopment.com>

Alyssa,

Please see below from the engineer RE Brenham Trails.

Michael Fogel | Vice President

809 S Lamar Blvd – Suite A
Austin, TX 78704
c: 713.409.0211

From: Joseph Parsley <JosephParsley@carlsonconsulting.net>
Sent: Friday, April 3, 2020 2:40 PM
To: Michael Fogel <mfogel@trinityhousingdevelopment.com>
Subject: Re: 20222 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.

You are correct that the line shown is not a pipe and the drilling pathway is approximately 2 miles below the surface and there is no surface well on this proposed site. Let me know if you need any additional clarification.

Joseph Parsley

On Apr 3, 2020, at 2:20 PM, Michael Fogel <mfogel@trinityhousingdevelopment.com> wrote:
Thank you Joseph. Just to further clarify, the line across the NEC of the property shown by the Texas RR Commission GIS is not a pipeline, but rather a well pathway, which is below 15,000 feet. The surface location(s) of this well is not on our property, and the gathering pipelines are on the other side of the highway.

Do you agree?

Michael Fogel
Trinity Housing Development, LLC
C: 713.409.0211

From: Joseph Parsley <JosephParsley@carlsonconsulting.net>
Sent: Thursday, April 2, 2020 5:04 PM
To: Michael Fogel <mfogel@trinityhousingdevelopment.com>
Subject: 20222 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.

Based on the information we have from the title work we cannot find an easement for the gas well drilling pathway that crosses the proposed site. I did find a latitude and longitude for the bottom of the pathway and a bearing and distance to the well so we feel confident on the location. The attached plan shows the pathway location per the as-built. We don’t know if the mineral right covers the rights for this pathway.

Thanks,

Joseph Parsley, PE, CPESC
Vice President | Carlson Consulting Engineers, Inc
7068 Ledgestone Commons | Bartlett, TN  38133
Ph. 901.384.0404 (Ext. 114)| Fax 901.384.0710 | www.CarlsonConsulting.net
April 6, 2020

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: Addendum Letter for the Phase I Environmental Site Assessment dated February 11, 2020, Project No. 05231741 (the "Report") for Brenham Trails, Southwest Intersection between South Market Road and Ryan Street in Brenham, TX (the "Property")

Ladies and Gentlemen:

The above-referenced Report for the Property was prepared by the undersigned ("Consultant") for the Texas Department of Housing and Community Affairs. The Report describes the scope, methods and conclusions of Consultant and was prepared, performed and rendered in accordance with procedures, practices and standards generally accepted and customary in the Consultant’s profession for use in similar assignments.

The reporting noted that “…one oil well is mapped on the northwest adjoining property, approximately 678 feet from the subject property. The well is currently abandoned, and the listed operator is Magnolia Oil & Gas Operating LLC. The directional drilling pathway of the well passes underneath the subject property. Based on lack of noted violations, this is not a REC, but it should be noted and recommended to contact the well operator prior to beginning subsurface activities.” This information was noted within Section 4.0, Section 7.1.2, and Figure 2 (Site Location Map).

The reporting mislabeled the former use of the well and pathway. The well and pathway formerly produced and carried natural gas. This information has been updated in the above-referenced report.

All other recommendations and findings in the report remain valid and are not impacted by this change.

Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

CONSULTANT:
Professional Service Industries, Inc.,
a Delaware Corporation

By: Jeremy M. James
Name: Jeremy M. James
Title: Environmental Professional

www.intertek.com/building
4.0 PHYSICAL SETTING

PSI reviewed a USGS topographic (topo) map, information from the USDA and/or Natural Resources Conservation Service (NRCS) and/or other information regarding the physical setting of the subject property to assist with the interpretation of subsurface water movement near the subject property. Physical setting information is summarized in the table below.

### Summary of Physical Setting Information

<table>
<thead>
<tr>
<th>Physical Setting Attributes</th>
<th>Description</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subject property elevation:</td>
<td>Approximately 314-feet AMSL</td>
<td>EDR Radius Map Report</td>
</tr>
<tr>
<td>Topographic gradient:</td>
<td>The subject property and surrounding area slopes gently to the general north.</td>
<td>EDR Radius Map Report</td>
</tr>
<tr>
<td>Closest surface water:</td>
<td>No water bodies within 0.25 mile radius of the site.</td>
<td>EDR Radius Map Report</td>
</tr>
<tr>
<td>Other resource or physical characteristics mapped on the subject property?</td>
<td>No</td>
<td>EDR Radius Map Report and NWI Map (appended)</td>
</tr>
<tr>
<td>Is a flood plain mapped on the subject property?</td>
<td>No</td>
<td>FIRMETTE Map attached.</td>
</tr>
<tr>
<td>Predominant soil type(s) mapped on the subject property:</td>
<td>Axtell fine sandy loam, 5 to 12 percent slopes, is mapped on 49.9% area of the subject property and Cuerro sandy clay loam, 3 to 5 percent slopes, is mapped on 50.9% area of the subject property.</td>
<td>USDA NRCS Custom Soil Resource Report (retrieved from website on February 5, 2020)</td>
</tr>
<tr>
<td>Oil and Gas Resources:</td>
<td>Gas well mapped approximately 672 feet northwest from the subject property boundary. The well drilling pathway passes underneath the subject property. Refer to Section 7 for more details.</td>
<td>Railroad Commission of Texas Map (appended)</td>
</tr>
</tbody>
</table>
7.0 ENVIRONMENTAL REGULATORY RECORDS REVIEW

7.1 REGULATORY AGENCY INQUIRIES

PSI requested records or information about the subject property and/or surrounding area from the governmental agencies listed in the following sections. Information was requested by telephone, in person, via e-mail or through a written Freedom of Information Act (FOIA) or equivalent request, as appropriate.

7.1.1 CITY SECRETARY OFFICE

The Office of the City Secretary is responsible for the care and maintenance of all City of Brenham records including all legal transactions, City Council minutes, agendas, deeds, ordinances, resolutions, contracts, and a vast array of other historical and regulatory information. The City Secretary is designated as the City's Records Management Officer by both state law and City ordinance. A copy of the request is appended. The City Secretary Office had no records to provide for the subject property. Their response is appended.

7.1.2 REGULATORY AGENCY MAINTAINED WEBSITES

PSI reviewed the following information obtained from a website maintained by the Railroad Commission of Texas regarding potential oil/gas wells and/or pipelines on or adjoining the subject property. The information reviewed is appended. The website confirmed information in EDR's Radius Map Report that one gas well is mapped on the northwest adjoining property, approximately 678 feet from the subject property. The well is currently abandoned and the listed operator is Magnolia Oil & Gas Operating LLC. The directional drilling pathway of the well passes underneath the subject property. Based on lack of noted violations, this is not a REC, but it should be noted and recommended to contact the well operator prior to beginning subsurface activities.

7.1.3 HEALTH DEPARTMENT/ENVIRONMENTAL DIVISION

PSI submitted a RFI to the Washington County Environmental Health Department. A copy of the request is appended. The Washington County Environmental Health Department had no records to provide for the subject property. Their response is appended.

7.2 DATABASE FINDINGS

PSI retained EDR to provide environmental database information attributed to the subject property and its surroundings. EDR obtains environmental databases published by local, state, tribal, and federal agencies and maps the information for electronic searches. EDR's service includes reporting Standard Environmental Records Sources and, in most cases, some Additional Environmental Records Sources.

The search was performed to approximate minimum search distances (AMSDs) listed in ASTM E 1527-13. The search radius required by ASTM varies by database.
# 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>49</td>
<td>2%</td>
<td>0.98</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A1 - 1/1 650 Sq Ft</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>A1P1 - 1/1 671 Sq</td>
<td>14</td>
<td>2%</td>
<td>0.28</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>A2 - 1/1 650 Sq Ft</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>B1 - 2/1 852 Sq Ft</td>
<td>18</td>
<td>2%</td>
<td>0.36</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>49</td>
<td>2%</td>
<td>0.98</td>
<td>4</td>
<td>2</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>
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<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>0</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: **Raymond Bates**
Printed Name: **Cross Architects, PLLC**
Signature: 
Date: **02/27/20**
# 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.

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</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>49</td>
<td>2%</td>
<td>0.98</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

| A1 - 1/1 650 Sq Ft | 16 | 2% | 0.32 | 1 | 0 |
| A1P1 - 1/1 671 Sq | 14 | 2% | 0.28 | 1 | 1 |
| A2 - 1/1 650 Sq Ft | 1 | 2% | 0.02 | 1 | 0 |
| B1 - 2/1 852 Sq Ft | 18 | 2% | 0.36 | 1 | 0 |

| 49 | 0.98 | 4 | 1 |

**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>
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<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
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</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>
</tbody>
</table>

| 1/1 | 28 | 2% | 0.56 | 1 | 1 |
| 2/2 | 36 | 2% | 0.72 | 1 | 1 |
| 3/3 | 4 | 2% | 0.08 | 1 | 1 |
| D | 2% | 0 | 0 | 0 | 0 |
| E | 2% | 0 | 0 | 0 | 0 |

| 68 | 1.36 | 3 | 2 |

**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]

[Date: 04/03/2020]

Anthony Monaro

Printed Name

Cross Architects PLLC

Firm Name (If applicable)

4/3/2020
### First Floor S.F. Totals (Club Not Included)

<table>
<thead>
<tr>
<th>Component</th>
<th>Area (S.F.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Rentable Area</td>
<td>10,386</td>
</tr>
<tr>
<td>Storage / HVAC / Mech Closets</td>
<td>338</td>
</tr>
<tr>
<td>Stairways, Breezeways, and Corridors</td>
<td>2,410</td>
</tr>
<tr>
<td>Private Covered Patio</td>
<td>895</td>
</tr>
<tr>
<td>Private Outside Storage</td>
<td>145</td>
</tr>
</tbody>
</table>

### Second Floor S.F. Totals

<table>
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<th>Component</th>
<th>Area (S.F.)</th>
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</thead>
<tbody>
<tr>
<td>Net Rentable Area</td>
<td>12,367</td>
</tr>
<tr>
<td>Storage / HVAC / Mech Closets</td>
<td>949</td>
</tr>
<tr>
<td>Stairways, Breezeways, Corridors, Elevator and Mech</td>
<td>3,452</td>
</tr>
<tr>
<td>Private Covered Patio</td>
<td>895</td>
</tr>
<tr>
<td>Private Outside Storage</td>
<td>145</td>
</tr>
</tbody>
</table>

### Third Floor S.F. Totals

<table>
<thead>
<tr>
<th>Component</th>
<th>Area (S.F.)</th>
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</thead>
<tbody>
<tr>
<td>Net Rentable Area</td>
<td>13,017</td>
</tr>
<tr>
<td>Storage / HVAC / Mech Closets</td>
<td>338</td>
</tr>
<tr>
<td>Stairways, Breezeways, Corridors, Elevator and Mech</td>
<td>3,452</td>
</tr>
<tr>
<td>Private Covered Patio</td>
<td>1,081</td>
</tr>
<tr>
<td>Private Outside Storage</td>
<td>177</td>
</tr>
</tbody>
</table>

### Building 'A' S.F. Totals

<table>
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<tr>
<th>Component</th>
<th>Area (S.F.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Rentable Area</td>
<td>35,780</td>
</tr>
<tr>
<td>Storage / HVAC / Mech Closets</td>
<td>1,625</td>
</tr>
<tr>
<td>Stairways, Breezeway, Corridors, Elevator and Mech</td>
<td>9,314</td>
</tr>
</tbody>
</table>
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Michael Fogel  
Phone #: (713) 409-0211  
Email:  mfgel@trinityhousingdevelopment.com  
Second Email: ajcarpen@gmail.com  

RE: 2020 Competitive Housing Tax Credit (HTC) Application for Brenham Trails, TDHCA Number: 20222

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: 20222, Brenham Trails

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): 113
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 113
Difference between Requested and Awarded: 0

Section 2:
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 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 4:
Final Score Awarded to Application by Department staff (Including all points): 146

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, Wednesday, June 10, 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. If the 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
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
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