2020 Multifamily Uniform Application

REVISED January 23, 2020
Carver Ridge Apartments
TDHCA # 20292

Tab 1a
App. Certification
2020 Multifamily Uniform Application Certification

Development Name: Carver Ridge Apartments

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.

[Signature]
Applicant Entity Name
Carver Ridge Apartments, LP

By:
Signature of Authorized Representative
Justin M. Zimmerman

Printed Name
Member

Title
2/21/2020

Date
21st day of February, 2020

Sworn to and subscribed before me on the
by Justin M. Zimmerman

(Personalized Seal)

K. NEWBERRY
Notary Public, Notary Seal
State of Missouri
Christian County
Commission # 13542358
My Commission Expires 01-20-2024

Notary Public Signature
Missouri
Notary Public, State of Greene
County of 1/20/2024
My Commission Expires: 2/21/2020

Date

2/14/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 1b
Meeting Selection (4% only)
NOT APPLICABLE
**Required for Tax Exempt Bond Developments only**

4% Housing Tax Credit/Bond Application Filing

**Development Name:** NOT APPLICABLE

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

- **Non-Lottery Application**
  - **Priority 1 or 2 Application with advance notice of a Certificate of Reservation:**
    Submit the Application Fee described in §11.901 of the QAP and the complete Application, with the exception of the Third Party Reports, prior to the issuance of the Certificate of Reservation by the TBRB. The Third Party Reports must be submitted on the fifth day of the month and the Application may be scheduled for a Board meeting at which the decision to issue a Determination Notice would be made approximately 90 days following such submission deadline. If the fifth day falls on a weekend or holiday, the submission deadline shall be on the next business day.
  - **Priority 3 Application**
    Application will not be accepted until after the TBRB has issued a Certificate of Reservation and may be submitted on the fifth day of the month. Priority 3 Application submissions must be complete, including all Third Party Reports and the required Application Fee described in §11.901 of the QAP, before they will be considered accepted by the Department and meeting the submission deadline for the applicable Board meeting date. **A copy of the Certificate of Reservation or email from TBRB indicating the Reservation has been issued must be submitted with the Payment Receipt.**

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

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

  See Board Meeting and Corresponding Submission Dates on Next Page

2/10/2020
Board Meeting and Corresponding Submission Dates. *(Note: The Department will require at least 90 days to review an Application. The Application will be subject to the review priority established under §11.201(6) of the QAP).*

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

*Lottery Application Submission Date Only.

**The TDHCA Board Meeting dates for 2021 have not been finalized and will be updated once available.*
Carver Ridge Apartments
TDHCA # 20292

Tab 2
Cert. of Dev. Owner
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.

2/10/2020
Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

☑ 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.

☑ 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.

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

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

- [x] The Development **is not** located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.

- _____ The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs ("VA") and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.

- _____ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.

- _____ The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that specifies the proximity of such feature to a multifamily development is included in the Application.

- _____ The proposed Development **is** located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application (select all that apply):
  - _____ within 300 feet of junkyards
_____ within 300 feet of a solid waste facility or sanitary landfill facility or illegal dumping sites

_____ within 300 feet of a sexually-oriented business

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

_____ within 500 feet of active railroad tracks

_____ within 500 feet of heavy industry

_____ within 10 miles of a nuclear plant

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

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

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

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

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

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

_____ 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 expresses 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.
REVISED 2020 Development Owner’s Certification

By: [Signature]

Justin M. Zimmerman

Printed Name

Member

Title

2/21/2020

Date

THE STATE OF Missouri §

COUNTY OF Greene §

Before me, a notary public, on this day personally appeared Justin M. Zimmerman, 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 21st day of February, 2020

(Seal)

K. Newbury
Notary Public, Notary Seal
State of Missouri
Christian County
Commission # 13542358
My Commission Expires 01-20-2024

January 8, 2020
Carver Ridge Apartments
TDHCA # 20292

Tab 3
The Applicant Eligibility Certification(s) is included behind this tab.

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

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

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

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

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

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

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

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

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

It has obtained all necessary consents and approvals, and conducted all necessary diligence to enable it to make these certifications and to perform any 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 shall be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also enforceable by the Department and/or the tenants of the Development, including but not limited to enforcement by assessment of administrative penalties for failure to perform, in accordance with the Land Use Restriction Agreement, the entry of orders by the Department’s Governing Board requiring strict performance, or the obtaining of injunctive relief.

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

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

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

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

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party have not 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. §537.01 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

Justin M. Zimmerman

Printed Name

Member / Beneficiary

Title

2/21/2020

Date

THE STATE OF Missouri §

Greene §

COUNTY OF §

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

Justin M. Zimmerman

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 21st day of February, 2020

(Seal)

K. NEWBERRY
Notary Public, Notary Seal
State of Missouri
Christian County
Commission # 13542358
My Commission Expires 01-20-2024

Notary Public Signature
By: [Signature of Authorized Representative]

Donna L. Zimmerman

Printed Name

Member / Beneficiary

Title

2/21/2020

Date

THE STATE OF Missouri

Greene

COUNTY OF

Before me, a notary public, on this day personally appeared Donna L. Zimmerman, 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 [21st] day of February, 2020

(Seal)

K. Newberry
Notary Public, Notary Seal
State of Missouri
Christian County
Commission # 13542358
My Commission Expires 01-20-2024

Notary Public Signature

Page 6 of 6

January 2, 2020
By: Velma Lora Myrick

Signature of Authorized Representative

Velma Lora Myrick

Printed Name

Member

Title

Date

THE STATE OF Texas

COUNTY OF Guadalupe

Before me, a notary public, on this day personally appeared Velma Lora Myrick, 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 28 day of February, 2020

(Seal)

Notary Public Signature
Signature of Authorized Representative

Bruce Spitzengel

Printed Name

Member

Title

02-19-2020

Date

THE STATE OF ___________ §

COUNTY OF ___________ §

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

Bruce Spitzengel, 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 19th day of February, 2020

(Seal)

CECELIA JOHNSON
My Notary ID # 131894574
Expires February 14, 2023

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

Brenna Minor

Printed Name

Member

Title

2/19/2020

Date

THE STATE OF Texas §

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Brenna Minor, 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 19th day of February, 2020

(Seal)

GILBERT GARCIA
Notary Public, State of Texas
Comm. Expires 02-28-2022
Notary ID 129730816

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

[Teresa A. Shell]

Printed Name

[Member]

Title

[2-18-2020]

Date

THE STATE OF [Texas]

COUNTY OF [Hays]

Before me, a notary public, on this day personally appeared [Teresa A. Shell], 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 [18th] day of [February], 2020

(Seal)

MICHAEL FLOREANI
Notary Public, State of Texas
Comm. Expires 09-12-2022
Notary ID 8387104

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

C. Morris Davis III

Printed Name

Member

Title

Date

2/19/2020

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared C. Morris Davis III, 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 19th day of February, 2020

(Seal)

CECELIA JOHNSON
My Notary ID # 131994574
Expires February 14, 2023

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

Eric Hartzell

Printed Name

Member

Title

2/19/2020

Date

THE STATE OF Texas

§

COUNTY OF Travis

§

Before me, a notary public, on this day personally appeared [Signature], 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 19th day of February, 2020

(Seal)

CECELIA JOHNSON
My Notary ID # 131894574
Expires February 14, 2023

Notary Public Signature
Carver Ridge Apartments
TDHCA # 20292

Tab 4
MF Direct Loan Cert.
NOT APPLICABLE
**n/a**  *Multifamily Direct Loan Certification* is included behind this tab.

**x**  *Multifamily Direct Loan Certification* is not applicable to this Application.

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

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

[http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Carver Ridge Apartments
TDHCA # 20292

Tab 5
Contact Info
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Justin Zimmerman</td>
</tr>
<tr>
<td><strong>Phone:</strong> (417) 890-3239</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jmzlandco@wilhoitproperties.com">jmzlandco@wilhoitproperties.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1329 East Lark Street</td>
</tr>
<tr>
<td>street: Springfield</td>
</tr>
<tr>
<td>city: MO</td>
</tr>
<tr>
<td>state: MO</td>
</tr>
<tr>
<td>zip: 65804</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Melissa Forster</td>
</tr>
<tr>
<td><strong>Phone:</strong> (417) 885-3500</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:mforster@wilhoitproperties.com">mforster@wilhoitproperties.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Lora Myrick</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 785-3710</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:lora@betcohousinglab.com">lora@betcohousinglab.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 812 San Antonio Street, Suite L-14</td>
</tr>
<tr>
<td>street: Austin</td>
</tr>
<tr>
<td>city: TX</td>
</tr>
<tr>
<td>state: TX</td>
</tr>
<tr>
<td>zip: 78701</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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</tbody>
</table>

**High Quality Housing Total**: 17

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>15</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>3</td>
</tr>
<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
</tbody>
</table>

**Serve and Support Texans Most in Need Total**: 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>10</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td></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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**Community Support and Engagement Total**: 11

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>26</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>4</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
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**Efficient Use of Limited Resources and Applicant Accountability Total**: 53

### Point Deductions

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

**Total Application Self Score**: 132

2/13/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 6b
MF DL Self Score
NOT APPLICABLE
Multifamily Direct Loan Self-Score-10 TAC §13.6

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>10 TAC Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subsidy Per Unit</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 80,001-100,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 60,001-80,000</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units ≤ 60,000</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Rent Levels of Residents</strong></td>
<td>§13.6(5)</td>
<td>12</td>
</tr>
<tr>
<td><strong>Resident Services</strong></td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td><strong>Opportunity Index</strong></td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td><strong>Underserved Area</strong></td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td></td>
<td>34</td>
</tr>
<tr>
<td><strong>Tiebreaker</strong></td>
<td>§13.6(6)</td>
<td>0%</td>
</tr>
</tbody>
</table>
Carver Ridge Apartments
TDHCA # 20292

Tab 7
Site Info Part I
### Site Information Form Part I

#### Self Score Total: 132

1. **Development Address (All Programs)**
   - **Development Address:** South of CR 137 and CR 1660
   - **City:** Hutto
   - **ETJ?** No
   - **Region:** 7
   - **Zip:** 78634
   - **County:** Williamson
   - **Rural/Rural via §11.204(5)(B) Rural Designation:** Rural

2. **Census Tract Information (All Programs)**
   - **11-digit Census Tract Number:** 48491020809
   - **No Quartile:** 2
   - **Poverty Rate:** 5.8
   - **Median Household Income:** 72668
   - **QCT?** No
   - **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 §11.13]**
   - Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.
   - **x** Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))
   - **x** One Mile Three Year Rule. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).
   - **x** Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

4. **Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]**
   - **x** The Development Site is not located in a county with a population that exceeds one million.
   - **n/a** 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.
   - **n/a** 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.
   - **n/a** 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)]**
   - **n/a** 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 not contiguous to or within 1,000 feet of the site for any other eligible Pre-application(s) serving the same Target Population.
   - **n/a** 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.
   - **n/a** The Application is not USDA or At-Risk, and the Development Site is located in a census tract in an Urban subregion and the following eligible Pre-application(s) are located in the same census tract:

7. **Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)**
   - **Development Site is appropriately zoned?** Yes
   - **Development Address:** South of CR 137 and CR 1660
   - **Zoning Designation:** MF - Multi-Family
   - **Flood Zone Designation:** x
   - **Entire Development Site is outside the 100 year floodplain:** Yes

2/18/2020
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.

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


Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>TEA Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X through X</td>
<td>2018</td>
</tr>
<tr>
<td>Ray Elementary School</td>
<td>PK</td>
<td>through 5</td>
</tr>
<tr>
<td>Farley Middle School</td>
<td>6</td>
<td>through 8</td>
</tr>
<tr>
<td>Hutto High School</td>
<td>9</td>
<td>through 12</td>
</tr>
</tbody>
</table>

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

n/a 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)]

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

- n/a Elderly Development
- n/a Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
- n/a Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
- n/a 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]

n/a Applicant requests waiver of rules.

n/a Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:

- n/a 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
- n/a 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.
Carver Ridge Apartments
TDHCA # 20292

Tab 8
Support Docs - Site Info Part I
Supporting Documentation for the Site Information Form Part I

Maps:
- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified

Resolutions:
- n/a Twice the State Average of Units Per Capita Resolution
- n/a One Mile Three Year Resolution or evidence of other exception
- n/a Housing Tax Credit Units per Total Household Resolution
- n/a For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- n/a For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than the Resolutions Delivery Date described in §11.2(b) of the QAP.

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

Farmland Designation
- Information is included in the ESA.
- Information is included behind this tab.

Go to https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx 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)

- n/a Statement regarding promoting housing choice explains **HOW** the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.

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

Educational Quality (all Applications)

- x School Attendance Zone Map with Development labeled;

- x 2019 TEA accountability information for each school;

- n/a Neighborhood Risk Factors Report, if applicable, is behind Tab 2;

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

Waiver of Rules

- n/a The waiver request must establish how the need for the waiver was not within the control of the Applicant. Anyone seeking a waiver should include any and all materials they will rely upon to argue that waiver of ineligibility satisfies the waiver standard.

- n/a The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
The 2020 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2020. The 2020 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014, 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published September 25, 2019.

Map Options
- 15 Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
- Check QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 1+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 1+)

Click here for full screen map

Select Year
- 2020
- 2019
February 26, 2020

Sandy Watson
Wilhoit Properties Inc.
1329 E. Lark Street
Springfield, MO 65804

Re: Zoning Verification Letter – R448286
(7 Acres of Land in the William Gatlin Survey, Abstract No. 271)

Ms. Watson:

At your request, this letter is to confirm that the current zoning for the property referenced above as Multi-Family (MF). This property was rezoned from General Commercial (B-2) to Multi-Family per Ordinance 0-16-08-I8-9A on August 18, 2016.

Per the City of Hutto zoning ordinance, this district is composed of multi-unit residential structures, such as apartment and condominium complexes, garden and courtyard multi-family residential buildings and residential loft buildings.

The adjacent properties are currently zoned General Commercial (B-2), Single Family Residential (SF-I) and Planned Unit Development (PUD). To my knowledge, there are no open violations on the subject properties. The subject properties are currently not developed, thus, no site plan has been submitted or reviewed and a Certificate of Occupancy has not been issued.

If you require additional information, please contact the Development Services Department at (512) 759-3479.

Sincerely,

[Signature]
Ashby Grundman, Development Services Director
Infrastructure and Development Services Department
This map complies with FEMA’s standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA’s basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/21/2020 at 9:02:49 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
Proposed development is outside 100 year FEMA floodplain. Proposed site is located in Zone X - area of minimal flood hazard.
<table>
<thead>
<tr>
<th>Farmland Type</th>
<th>Description</th>
<th>Soil Rating Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime farmland if subsoiled, completely removing the root inhibiting soil</td>
<td>Farmland of statewide importance, if irrigated and either protected from</td>
<td>Not rated or not available</td>
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<td>layer</td>
<td>flooding or not frequently flooded during the growing season</td>
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<td>Prime farmland if irrigated and the product of I (soil erodibility) x C</td>
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<td>(climate factor) does not exceed 60</td>
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<tr>
<td>Farmland of unique importance</td>
<td>Farmland of unique importance</td>
<td></td>
</tr>
</tbody>
</table>
Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if irrigated and drained
Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
Farmland of statewide importance, if thawed
Farmland of local importance
Farmland of local importance, if irrigated
Farmland of unique importance
Farmland not rated or not available

### Water Features
- Streams and Canals

### Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

### Background
- Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Williamson County, Texas
Survey Area Date: Version 20, Sep 12, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 27, 2018—Nov 20, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
Farmland Classification

<table>
<thead>
<tr>
<th>Map unit symbol</th>
<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>BrkB</td>
<td>Branyon-Krum complex, 1 to 3 percent slopes</td>
<td>All areas are prime farmland</td>
<td>12.3</td>
<td>12.0%</td>
</tr>
<tr>
<td>KrbA</td>
<td>Krum-Branyon complex, 0 to 1 percent slopes</td>
<td>All areas are prime farmland</td>
<td>62.8</td>
<td>60.9%</td>
</tr>
<tr>
<td>SvC</td>
<td>Sunev loam, 2 to 5 percent slopes</td>
<td>All areas are prime farmland</td>
<td>27.9</td>
<td>27.1%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td></td>
<td><strong>103.0</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

*Aggregation Method: No Aggregation Necessary*

*Tie-break Rule: Lower*
<table>
<thead>
<tr>
<th>District / Campus Name</th>
<th>School Type</th>
<th>Grades Served</th>
<th>Alt Ed</th>
<th>Eco Dis</th>
<th>Overall Rating</th>
<th>Overall Score</th>
<th>Student Achievement Rating</th>
<th>Student Achievement Score</th>
<th>Academic Growth Rating</th>
<th>Academic Growth Score</th>
<th>Relative Performance Rating</th>
<th>Relative Performance Score</th>
<th>Closing the Gaps Rating</th>
<th>Closing the Gaps Score</th>
<th>AEA Bonus Support Label</th>
<th>Graduation Plan</th>
<th>Retest</th>
<th>EOC</th>
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</thead>
<tbody>
<tr>
<td>HUTTO ISD</td>
<td></td>
<td></td>
<td>No</td>
<td>39.3%</td>
<td></td>
<td></td>
<td>B</td>
<td>86</td>
<td>B</td>
<td>89</td>
<td>C</td>
<td>73</td>
<td>B</td>
<td>84</td>
<td>B</td>
<td>80</td>
<td></td>
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<tr>
<td>COTTONWOOD CREEK EL</td>
<td>Elementary</td>
<td>EE - 05</td>
<td>No</td>
<td>45.7%</td>
<td>C</td>
<td>77</td>
<td>C</td>
<td>79</td>
<td>C</td>
<td>72</td>
<td>B</td>
<td>80</td>
<td>B</td>
<td>84</td>
<td>Tgt Supp</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOWARD NORMAN EL</td>
<td>Elementary</td>
<td>EE - 05</td>
<td>No</td>
<td>32.7%</td>
<td>C</td>
<td>77</td>
<td>C</td>
<td>74</td>
<td>D</td>
<td>62</td>
<td>C</td>
<td>77</td>
<td>Tgt Supp</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUTTO EL</td>
<td>Elementary</td>
<td>PK - 05</td>
<td>No</td>
<td>35.7%</td>
<td>C</td>
<td>79</td>
<td>C</td>
<td>74</td>
<td>B</td>
<td>80</td>
<td>F</td>
<td>58</td>
<td>C</td>
<td>75</td>
<td>Tgt Supp</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>NADINE JOHNSON EL</td>
<td>Elementary</td>
<td>EE - 05</td>
<td>No</td>
<td>34.0%</td>
<td>C</td>
<td>70</td>
<td>C</td>
<td>73</td>
<td>D</td>
<td>67</td>
<td>F</td>
<td>57</td>
<td>D</td>
<td>63</td>
<td>Tgt Supp</td>
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</tr>
<tr>
<td>RAY EL</td>
<td>Elementary</td>
<td>PK - 05</td>
<td>No</td>
<td>43.2%</td>
<td>C</td>
<td>75</td>
<td>C</td>
<td>75</td>
<td>D</td>
<td>69</td>
<td>D</td>
<td>66</td>
<td>C</td>
<td>75</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>VETERANS HILL EL</td>
<td>Elementary</td>
<td>PK - 05</td>
<td>No</td>
<td>47.5%</td>
<td>C</td>
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<td>C</td>
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<td>C</td>
<td>79</td>
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<td>80</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FARLEY MIDDLE</td>
<td>Middle School</td>
<td>06 - 08</td>
<td>No</td>
<td>37.0%</td>
<td>C</td>
<td>79</td>
<td>B</td>
<td>80</td>
<td>C</td>
<td>72</td>
<td>D</td>
<td>69</td>
<td>C</td>
<td>77</td>
<td>Tgt Supp</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUTTO MIDDLE</td>
<td>Middle School</td>
<td>06 - 08</td>
<td>No</td>
<td>43.5%</td>
<td>C</td>
<td>76</td>
<td>C</td>
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<td>60</td>
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<td>72</td>
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<td>70</td>
<td>Add'l Tgt Supp 2018/2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HUTTO H S</td>
<td>High School</td>
<td>09 - 12</td>
<td>No</td>
<td>36.7%</td>
<td>B</td>
<td>86</td>
<td>B</td>
<td>89</td>
<td>D</td>
<td>69</td>
<td>B</td>
<td>82</td>
<td>C</td>
<td>79</td>
<td>Tgt Supp</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WILLIAMSON COUNTY ACADEMY</td>
<td>High School</td>
<td>10 - 10</td>
<td>No</td>
<td>100%</td>
<td>N/R</td>
<td>N/R</td>
<td>N/R</td>
<td>N/R</td>
<td>N/R</td>
<td>N/R</td>
<td>N/R</td>
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<td>N/R</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Texas Education Agency
2019 Accountability Ratings Overall Summary
RAY EL (246906104) - HUTTO ISD

**Accountability Rating Summary**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td></td>
<td>75</td>
<td>C</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td></td>
<td></td>
<td>C</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td></td>
<td></td>
<td>D</td>
</tr>
<tr>
<td>Relative Performance <em>(Eco Dis: 43.2%)</em></td>
<td></td>
<td></td>
<td>D</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td></td>
<td></td>
<td>C</td>
</tr>
</tbody>
</table>

**Identification of Schools for Improvement**

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

**Distinction Designations**

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

## Texas Education Agency

**2019 Accountability Ratings Overall Summary**

FARLEY MIDDLE (246906042) - HUTTO ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>79</td>
<td>C</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td></td>
<td>80</td>
<td>B</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td></td>
<td>67</td>
<td>C</td>
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<tr>
<td>Relative Performance (Eco Dis: 37.0%)</td>
<td></td>
<td>49</td>
<td>D</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td></td>
<td>58</td>
<td>C</td>
</tr>
</tbody>
</table>

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

<table>
<thead>
<tr>
<th>Area</th>
<th>Designation</th>
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</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Science</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Not Earned</td>
</tr>
</tbody>
</table>
# Texas Education Agency
## 2019 Accountability Ratings Overall Summary
### HUTTO H S (246906001) - HUTTO ISD

### Accountability Rating Summary

<table>
<thead>
<tr>
<th></th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
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<td>86</td>
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<tr>
<td><strong>Student Achievement</strong></td>
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<tr>
<td>STAAR Performance</td>
<td></td>
<td>54</td>
<td>82</td>
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<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td>68</td>
<td>92</td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>98.7</td>
<td>95</td>
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<tr>
<td><strong>School Progress</strong></td>
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<td>82</td>
<td>B</td>
</tr>
<tr>
<td>Academic Growth</td>
<td></td>
<td>62</td>
<td>69</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 36.7%)</td>
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<td>61</td>
<td>82</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td></td>
<td>66</td>
<td>79</td>
</tr>
</tbody>
</table>

**Identification of Schools for Improvement**

This campus is identified for targeted support and improvement.

**Distinction Designations**

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Not Earned
Carver Ridge Apartments
TDHCA # 20292

Tab 9
Site Info Part II
Site Information Form Part II

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

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

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

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

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

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

   **Application is seeking points for Opportunity Index.**
   **Total Points Claimed:** 7

   If necessary, provide a brief summary of how the Development Site is justifying the points selected:
Applications may qualify for up to five (5) points for proposed Developments located in ONE of the following areas:

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

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

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

- **No** For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 20 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

- **No** For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

- **No** Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

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

- **No** Entirely within a census tract where, according to American Community Survey 5-year Estimates, the population share of persons below the 200% federal poverty level decreased by 10% or more and where the total number of persons at or above the 200% poverty level increased by 15% or more from 2010 to 2017. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (3 points);

- **No** An At-risk or USDA Development placed in service 25 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development. (3 points)

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

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

**A. Proximity to the Urban Core**

- **n/a** Application is not in the At-Risk Set-Aside; AND
- **n/a** 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
- **n/a** 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)

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

- **n/a** 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: 0

2/18/2020
4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

<table>
<thead>
<tr>
<th>Region</th>
<th>7</th>
<th>Rural</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Application is claiming points for a Concerted Revitalization Plan (&quot;CRP&quot;). (up to 7 points)</td>
<td></td>
</tr>
<tr>
<td>n/a</td>
<td>No points were claimed for Opportunity Index.</td>
<td></td>
</tr>
<tr>
<td>n/a</td>
<td>Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.</td>
<td></td>
</tr>
<tr>
<td>n/a</td>
<td>The CRP Packet has been completed and is included behind Tab 10.</td>
<td></td>
</tr>
</tbody>
</table>

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

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

| 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)]**

<table>
<thead>
<tr>
<th>n/a</th>
<th>Application meets all of the following requirements: (5 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>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.</td>
</tr>
<tr>
<td>n/a</td>
<td>Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.</td>
</tr>
<tr>
<td>n/a</td>
<td>Application includes acknowledgement from all lenders and the syndicator of the required closing date.</td>
</tr>
<tr>
<td>n/a</td>
<td>Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020.</td>
</tr>
<tr>
<td>n/a</td>
<td>Application includes evidence that appropriate zoning will be in place at award.</td>
</tr>
<tr>
<td>n/a</td>
<td>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.</td>
</tr>
<tr>
<td>n/a</td>
<td>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.</td>
</tr>
</tbody>
</table>

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

2/18/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 10
Support Docs - Site Info Part II
## 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.

### Evidence for Under-served Area (Competitive HTC and Direct Loan Only)
- n/a
  - 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 college
    - [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 for Colonia
- n/a
  - Evidence from Attorney General of Colonia boundaries; and
    - [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)
  - 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.

### Evidence for Economically Distressed Areas
- n/a
  - Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; and
  - Map showing development site boundaries, relative to EDA boundaries.

### For other items:
- Development must be awarded January 1, 2005 or earlier for 15-year threshold, January 1, 2000 or earlier for the 20-year threshold, and January 1, 1990 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Report posted on the Department's website at
  - [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](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.
- n/a
  - Map with all contiguous census tracts, if applicable
  - Evidence Development was placed in service 25 or more years ago
  - Evidence Development is still occupied. Submit any rent roll separate from the Application
  - Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab
Proximity to Job Areas  (Competitive HTC Only)

Proximity to Urban Core

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

OR

Proximity to Jobs

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

Concerted Revitalization Plan (Competitive HTC Only)

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

Declared Disaster Area:  (Competitive HTC Only)

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

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

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

Readiness to Proceed  (Competitive HTC Only)

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

Certification regarding closing deadline

Acknowledgement(s) of closing deadline from lenders and syndicator

Certification regarding construction contract signing deadline

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

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
Carver Ridge Apartments

CR 137, Hutto, Texas
Amenities Map

- **Proposed Development**
- **Amenities**

**Map Number** | **Opportunity Index Amenities** | **Distance to Proposed Development (miles)**
--- | --- | ---
1 | CVS Pharmacy | 1.60
2 | Walgreens Pharmacy | 1.93
3 | HEB Plus! | 2.55
4 | Gold’s Gym - Indoor Recreational Facility | 2.50
5 | Austin Community College – Round Rock Campus | 7.31
6 | Five Star ER - Emergency Room | 2.47
7 | HYSAX Texans Park at Riverwalk – Soccer Club - Outdoor Recreational Center | 1.29

**Disclaimer:**
All information (information provided or depicted on the web map and web map application has been obtained from third-party sources deemed reliable however, neither Housing Lab By BETCO nor any of its employees or affiliated consultants (collectively, Housing Lab By BETCO and Related Parties) have made or independent investigation of the information or the information source, and no warranty or representation is made by Housing Lab By BETCO and Related Parties as to the accuracy of such information. The information is submitted subject to possible errors or omissions, and no person or organization should rely on the information, unless such person or organization has conducted an independent investigation to confirm the accuracy thereof.
CVS Pharmacy at 301 Fm 685 Hutto, TX 78634

Pick up scripts with a scan of our app
Check store deals before you come in

Directions From

Store & Photo Hours
- Monday through Friday: OPEN 8:00 AM to 9:00 PM
- Saturday: 8:00 AM to 9:00 PM
- Sunday: 10:00 AM to 6:00 PM

Pharmacy Hours
- Monday through Friday: OPEN 8:00 AM to 8:00 PM
- Saturday: 9:00 AM to 6:00 PM
- Sunday: 10:00 AM to 6:00 PM
Walgreens Store #11566
119 ED SCHMIDT BLVD
Hutto, TX 78634
512-759-3789

Cross streets: Southwest corner OF COUNTY ROAD 119 & HWY 79

Make this your store | Directions [http://maps.google.com/maps?addr=30.5409402,-97.553841]  

Store & Photo Hours
Tue Feb 18 7AM - 12AM
Wed Feb 19 7AM - 12AM
Thu Feb 20 7AM - 12AM

Pharmacy Hours
Tue Feb 18 8AM - 10PM
Wed Feb 19 8AM - 10PM
Thu Feb 20 8AM - 10PM

Pharmacy Services

Prescriptions
116 years of experience and still innovating how you fill prescriptions

Refill Prescriptions now [http://pharmacy/refillhub/refillhub.jsp]

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

Vaccinations
Schedule an appointment, or walk in at your convenience.

Flu [topic/pharmacy/vaccination/flu.jsp]

Pneumonia [topic/pharmacy/vaccination/pneumonia.jsp]

Tdap [topic/pharmacy/vaccination/tdap Whooping Cough.jsp]

See more vaccinations [unsafe]javascript:void(0);]

Other Pharmacy Services
Drive-Thru pharmacy

Shop Services

Search products at this store
Search by keyword or item # [http://www.walgreens.com/store/home/offers-offers.jsp?view=weeklyad&store_code=11566#weeklyad]

View Weekly Ad

ATM Available
Blue Rhino Propane Gas Exchange [http://topic/promotion/blue rhino.jsp]

EV Charging Stations
FedEx pickup and drop-off [http://topic/promotion/fedex.jsp]

Liquor Department (Beer & Wine)
Redbox DVD rental [http://topic/movie-rentals/redbox.jsp]

Western Union

Photo Services

Order Prints

Order Prints
Hutto H-E-B plus!

Mon-Sun: 06:00 AM - 12:00 AM
Store Phone: (737) 484 - 0700
Pharmacy Phone: (512) 251 - 3173

5000 GATTIS SCHOOL RD
HUTTO, TX 78634-2025
Corporate #696

Weekly Ad  Coupons  Make My H-E-B Store

Curbside Pickup

Order online and pick up at your store.

Delivery
Order online for delivery to your door.

Pharmacy
Pharmacy Phone: (512) 251 - 3173
Mon-Fri: 08:00 AM - 08:00 PM
Sat: 09:00 AM - 06:00 PM
10:00 AM - 05:00 PM
Available Store Services

Bakery
  Custom Image Cakes
  Scratch Bakery
  Tortilleria

Deli
  Boar's Head
  Cheese Shop
  Olive Bar

Drug and General Merchandise
  Apparel
  Beauty
  Mia's Mirror
  Phone Accessories/Headphones
  Smart Home
  Tech
  Texas Backyard

Flower Shop
  Blooms
  Delivery
  Hand Made Arrangements
  Party Planning
  Wedding Service

Food Services
  Take and Bake Pizza

Grocery
  Cooking Connection
  Healthy Living
  Primo Picks
  Wine Shop
  Wine Steward

Meat Market
  Custom Meat Cutting
  Full Service Butcher Case
  Grass Fed Beef
  Organic Meat
  Prime Beef

Online Services
  Curbside
  Delivery

Produce
  Cut Fruit Bar
  Fresh Guacamole
  Juicing

Food
Fish Market
Gulf Shrimp
Salmon Burgers
Seafood Steaming Service
Sushi

Store Services
- Bissell Green Carpet Cleaner
- Business Center
- Car Wash
- Coin Star
- Gas Station
- Plus Store

Store Layout

Nearby Stores

Gattis School Rd H-E-B
3750 GATTIS SCHOOL RD
ROUND ROCK, TX 78664-4642
1.92 miles

Store Phone: (512) 341 - 3775
Store Hours: Mon-Sun 06:00 AM - 12:00 AM
Pharmacy Phone: (512) 341 - 3776
Pharmacy Hours: Mon-Fri 09:00 AM - 09:00 PM
Sat 09:00 AM - 06:00 PM
Sun 10:00 AM - 05:00 PM

Curbside Pickup

Store Details Make My H-E-B Store

Round Rock H-E-B plus!
1700 EAST PALM VALLEY BLVD
ROUND ROCK, TX 78664-4677
4.72 miles

Store Phone: (512) 388 - 2649
Store Hours: Mon-Sun 06:00 AM - 01:00 AM
Pharmacy Phone: (512) 255 - 0617
Pharmacy Hours: Mon-Fri 09:00 AM - 09:00 PM
Sat 09:00 AM - 06:00 PM
Sun 10:00 AM - 05:00 PM

Curbside Pickup

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

SIGN UP FOR
EMAIL UPDATES
Sign up to receive exclusive email-only savings and information.
Enter your email address

Company
Find a Store
About Us
Careers
Community
Newsroom
Corporate Responsibility
Our Brands
Store Openings
Suppliers
H-E-B Digital

Our Services
Ship to Home
Order Ahead: Cakes & Party Trays
Pharmacy
Restaurants
Business Center
Gift Cards
H-E-B Commercial Real Estate
Dietitian/Nutritionist

Customer Service
Contact Us
Feedback
Help & FAQs
Coupon Policy
Refund Policy
Product Recalls

More from H-E-B, LP
Primo Picks
All Recipes & Cooking
Amenities

<table>
<thead>
<tr>
<th>This gym includes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pool</td>
</tr>
<tr>
<td>Personal Training</td>
</tr>
<tr>
<td>Sauna/Steam Room</td>
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<tr>
<td>Free Weights</td>
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<tr>
<td>GOLD’S BURN™</td>
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<tr>
<td>Locker Rooms</td>
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<tr>
<td>Cardio Equipment</td>
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<tr>
<td>Smoothie Bar</td>
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<tr>
<td>Kids Club</td>
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<tr>
<td>GOLD’S FIT®</td>
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<tr>
<td>BOOTCAMP</td>
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<tr>
<td>GOLD’S AMP™</td>
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<tr>
<td>Group Exercise</td>
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<td>Spa</td>
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<tr>
<td>Towel Service</td>
</tr>
<tr>
<td>GOLD’S CYCLE™</td>
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<tr>
<td>GOLD’S 3D™</td>
</tr>
</tbody>
</table>
best personal trainers. Browse the weekly class schedules for group workouts ranging from martial arts-inspired cardio classes...

Read More

AMENITIES

Pool  Cardio Equipment  Group Exercise

Personal Training  Smoothie Bar

See More (+12)

GYM PHOTOS (3)

View all photos

HOURS

Gym Hours

Open Now: 5 AM - Midnight

Kids Club Hours

Open Now: 8 AM - 8 PM

CAREERS

Find Job Opportunities

CONNECT WITH OUR COMMUNITY

facebook  twitter  instagram  youtube
Achieve physical, emotional and spiritual well-being while strengthening your body in a Yoga class. Or challenge yourself with a Zumba class where Latin rhythms joins cardiovascular exercise to create an aerobic routine. We offer classes that appeal to all interests and fitness levels.

Our instructors are here to provide you with an effective, inspiring workout. Learn new moves and expand your workout repertoire as you learn new moves to shake up your routine.

**VIEW FULL SCHEDULE**

### Today, February 10

<table>
<thead>
<tr>
<th>Class</th>
<th>Time</th>
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</thead>
<tbody>
<tr>
<td>GOLD'S CYCLE™ $</td>
<td>5:15 am - 6:00 am</td>
</tr>
<tr>
<td>GOLD'S BURN™ $</td>
<td>5:15 am - 6:15 am</td>
</tr>
<tr>
<td>BODYCOMBAT</td>
<td>9:00 am - 10:00 am</td>
</tr>
<tr>
<td>GOLD'S FIT® $</td>
<td>9:00 am - 10:00 am</td>
</tr>
<tr>
<td>GOLD'S FIT® $</td>
<td>9:00 am - 10:00 am</td>
</tr>
<tr>
<td>BODYFLOW</td>
<td>10:00 am - 11:00 am</td>
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</tbody>
</table>
About the Campus

ACC Round Rock is spacious and bright. Located off University Boulevard, thi
This campus is a vital part of

Campus Information

Campus Hours
M-F: 7 a.m. - 10:00 p.m.
Round Rock Campus

About the Campus

ACC Round Rock is spacious and bright. Located off University Boulevard, this campus is a vital part of the city of Round Rock's higher education district. In 2018, a new building was added and renovations were made to accommodate the growing student body.

Programs

At ACC Round Rock, you can take general education courses intended for university transfer or choose from a variety of career-technical classes like welding, construction, and automotive technology. This campus also offers several health sciences degrees including nursing, sonography, radiology, and more.

Services

Students at ACC Round Rock have access to free tutoring services, a testing center, and the ACCelerator, an interactive, technologically-advanced learning hub that offers innovative classes. There are also career counselors and academic advisors on-site to help you navigate life, both in and out of the classroom.

Classes

Find out what classes are offered on this campus. View Course Schedule (Select this campus in the Locations dropdown menu).

Campus Information

Campus Hours
M-F: 7 a.m. - 10:00 p.m.
Sat: 8 a.m. - 7 p.m.
Sun: 12 p.m. - 6 p.m.

All campus hours
Campus directory

Student Services

Office Hours

Library Hours
M-Fri: 7:30 a.m. - 9 p.m.
Sat: 8 a.m. - 5 p.m.
Sun: 12 p.m. - 6 p.m.

Contact

4400 College Park Drive
Round Rock, TX 78665
512-223-0000

Campus Features

Applied Tech
Hands-on education in ACC's state-of-the-art Building Construction, Welding, and Automotive Technology facilities.
Astronomy Viewing
The Building 3000 rooftop serves as an astronomy viewing spot with star parties and other special events.

Business and Community Testing Center
One-stop testing center that provides services designed to meet the testing needs of both the college and the community.

Campus Resources
Address

Campus Hours
M-F: 7 a.m. - 10:00 p.m.
Sat: 8 a.m. - 7 p.m.
Sun: 12 p.m. - 6 p.m.
All campus hours
Campus directory

Student Services

Office Hours

Library Hours
M-Fri: 7:30 a.m. - 9 p.m.
Sat: 8 a.m - 5 p.m.
Sun: 12 p.m. - 6 p.m.

Contact

4400 College Park Drive
Round Rock, TX 78665
512-223-0000

View Austin Community College Campuses in a larger map

Directions

Interstate 35, from Austin

Take exit 256 toward Farm to Market Rd 1431/Cedar Park
Merge onto I-35 Frontage Rd N
Turn right at University Blvd., go 2.0 miles
Turn right on College Park Drive/CR 112, go 0.35miles to the Round Rock Campus.
<table>
<thead>
<tr>
<th>Office or Dept</th>
<th>Building</th>
<th>Room</th>
<th>Hours</th>
<th>Phone</th>
<th>Email</th>
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</thead>
<tbody>
<tr>
<td>ACCelerator</td>
<td>8000</td>
<td>8112</td>
<td>Mon-Fri: 7:30 a.m. -10 p.m.</td>
<td>512-223-0400</td>
<td><a href="mailto:jdavis13@austincc.edu">jdavis13@austincc.edu</a></td>
</tr>
<tr>
<td>Admissions &amp; Records</td>
<td>1000</td>
<td>1107.0</td>
<td>M - Th: 8 a.m. - 7 p.m.</td>
<td>512-223-0016</td>
<td><a href="mailto:student.records@austincc.edu">student.records@austincc.edu</a></td>
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<tr>
<td>Advising Centers</td>
<td>1000</td>
<td>1105.0</td>
<td>M-Th: 8 a.m. - 7 p.m.</td>
<td>512-223-0009</td>
<td><a href="mailto:rrc-advising@austincc.edu">rrc-advising@austincc.edu</a></td>
</tr>
<tr>
<td>Assessment Centers</td>
<td>2000</td>
<td>2205.0</td>
<td>Assessment Center Testing Schedules</td>
<td>512-223-0142</td>
<td><a href="mailto:rrctest@austincc.edu">rrctest@austincc.edu</a></td>
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<tr>
<td>Bookstore</td>
<td>2000</td>
<td>2102.0</td>
<td>M - Th: 8 a.m. - 7 p.m.</td>
<td>512-310-1761</td>
<td><a href="mailto:GM130@bncollege.com">GM130@bncollege.com</a></td>
</tr>
<tr>
<td>Business Assessment &amp; Testing Services</td>
<td>2000</td>
<td>2223</td>
<td>Monday - Friday 8:00am - 5:00pm Map</td>
<td>512-223-0158</td>
<td><a href="mailto:bact@austincc.edu">bact@austincc.edu</a></td>
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<tr>
<td>Campus Administration</td>
<td>1000</td>
<td>1103.0</td>
<td>M - F: 7 a.m. - 10 p.m.</td>
<td>512-223-0000</td>
<td><a href="mailto:tgerman@austincc.edu">tgerman@austincc.edu</a></td>
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<td>Office or Dept</td>
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<tr>
<td>Campus Police</td>
<td>1000</td>
<td>1133</td>
<td>M - F: 6:30 a.m. - 10:30 p.m.</td>
<td>512-223-0050</td>
<td><a href="mailto:accpd@austincc.edu">accpd@austincc.edu</a></td>
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<td>Sat: 7:30 a.m. - 7:30 p.m.</td>
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<td>Sun: 11:30 a.m. - 6:30 p.m.</td>
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<td>Career Services</td>
<td>1000</td>
<td>1105.00</td>
<td>M - Th: 8 a.m. - 7 p.m.</td>
<td>512-223-0009</td>
<td><a href="mailto:careers-group@austincc.edu">careers-group@austincc.edu</a></td>
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<td>F: 8 a.m. - Noon</td>
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<td>Sat: 10 a.m. - 4 p.m.</td>
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<td>Sun: Closed</td>
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<td>Cashier Office</td>
<td>1000</td>
<td>1132.02</td>
<td>M-Th: 8 a.m. - 7 p.m.</td>
<td>512-223-2274</td>
<td><a href="mailto:cashier@austincc.edu">cashier@austincc.edu</a></td>
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<td>F: 8 a.m. - 5 p.m.</td>
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<td>Computer Centers</td>
<td>1000</td>
<td>1315</td>
<td>M - Th: 8 a.m. - 9 p.m.</td>
<td>512-223-0120</td>
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<td>Fri: 8 a.m. - 4 p.m.</td>
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<td>Sat: 8 a.m. - 5 p.m.</td>
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<td>Sun: 12 p.m. - 6 p.m.</td>
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<td>Continuing Education</td>
<td>2000</td>
<td>2110</td>
<td>M-Th: 9 a.m. - 6 p.m.</td>
<td>512-223-0124</td>
<td><a href="mailto:cehelp@austincc.edu">cehelp@austincc.edu</a> Program Contacts &amp;</td>
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<td>(first floor)</td>
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<td>Registration Help</td>
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<td>Fri: 8 a.m. - 5 p.m.</td>
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<tr>
<td>Completion Counseling/Success</td>
<td>1000</td>
<td>1005.00</td>
<td>M-Th: 8 a.m. - 7 p.m.</td>
<td>512-223-0009</td>
<td>Completion Counseling &amp; Success Coaching</td>
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<td>Coaching Centers</td>
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<td>F: 8 a.m. - Noon</td>
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<td>Sat: 10 a.m. - 4 p.m.</td>
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<td>Sun: Closed</td>
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<tr>
<td>Dean of Student Affairs</td>
<td>1000</td>
<td>110.15</td>
<td>M - Th: 8 a.m. - 7 p.m. F: 8 a.m. - Noon</td>
<td>512-223-0009</td>
<td><a href="mailto:ltate@austincc.edu">ltate@austincc.edu</a></td>
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<td>Sat: 10 a.m. - 4 p.m. Sun: Closed</td>
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<tr>
<td>Duplication/Mailroom</td>
<td>1000</td>
<td>1103.0</td>
<td>M - F: 7 a.m. - 10 p.m.</td>
<td>512-223-0007</td>
<td><a href="mailto:amartin7@austincc.edu">amartin7@austincc.edu</a></td>
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<td>Sat: 8 a.m. - 7 p.m. Sun: 12 p.m. - 6 p.m.</td>
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<td>Note: Students can go to campus Library for photocopies.</td>
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<td>Financial Aid</td>
<td>1000</td>
<td>1109</td>
<td>M- Th: 8 a.m. - 7 p.m. F: 8 a.m. - Noon</td>
<td>512-223-4636</td>
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<td>Sat: 10 a.m. - 4 p.m. Sun: Closed</td>
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<tr>
<td>Health Sciences</td>
<td>3000</td>
<td>3105</td>
<td>M-F: 8am-5pm</td>
<td>512-223-0220</td>
<td><a href="mailto:healthsciences@austincc.edu">healthsciences@austincc.edu</a></td>
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<td>or toll free 888-626-1697</td>
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<tr>
<td>International Student Services</td>
<td>1000</td>
<td>1107.00</td>
<td>Walk-in advising during the following hours:</td>
<td>512-223-0019</td>
<td><a href="mailto:international@austincc.edu">international@austincc.edu</a></td>
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<td>Mon-Thurs: 9 am-4 pm</td>
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<td>Friday: 8am-11 am</td>
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<td>4400 College Park Drive</td>
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| Learning Lab                   | 2000     | 2330.0 | M-Th: 8 a.m. - 8 p.m.  
                                    |                 | F: 9 a.m. - 5 p.m.  
                                    |                 | Sat: 10 a.m. - 6 p.m.  
                                    |                 | Sun: 12 p.m. - 6 p.m.  | 512-223-0206     |                                |
| Library                         | 1000     | 1302    | M-F: 7:30 a.m. - 9 p.m.  
                                    |                 | Sat: 8 a.m. - 5 p.m.  
                                    |                 | Sun: 12 p.m. - 6 p.m.  | 512-223-0104     | library@austincc.edu           |
| Media Centers                  | 1000     | 1307.00 | M - Th: 8 a.m. - 9 p.m.  
                                    |                 | F: 8 a.m. - 5 p.m.  
                                    |                 | Sat - Sun: Closed  | 512-223-0112     | mmenende@austincc.edu           |
| Student Accessibility Services | 1000     | 1111.01 | M-Th: 8 a.m. - 7 p.m.  
                                    |                 | F: 8 a.m. - Noon  
                                    |                 | 1st Sat of the month: 10 a.m. - 4 p.m.  
                                    |                 | Sun: Closed  | 512-223-0048     | lsebel@austincc.edu             |
| Student Life                   | 2000     | 2117.00 | M-Th: 9 a.m. - 6 p.m.  
<pre><code>                                |                 | Fri: 8 a.m. - 5 p.m.  | 512-223-0137     | sl@austincc.edu                            |
</code></pre>
<p>| Supplemental Instruction       | 2000     | 2232.11 | 8am-5pm  | 512-223-0175 | <a href="mailto:pprice@austincc.edu">pprice@austincc.edu</a>              |</p>
<table>
<thead>
<tr>
<th>Office or Dept</th>
<th>Building</th>
<th>Room</th>
<th>Hours</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
</table>
| Support Center      | 1000     | 1110.01 | M: 10 a.m. - 7 p.m.  
T-Th: 8 a.m. - 5 p.m.  
F: 8 a.m. - Noon  
Sat: 10 a.m. - 4 p.m.  
(1st Saturday of month only)  
Sun: Closed | 512-223-0032 | kbennet1@austincc.edu |
| Testing Centers     | 2000     | 2205.00 | M-Th: 8 a.m. - 8 p.m.  
F: 9 a.m. - 3 p.m.  
Sat: 10 a.m. - 6 p.m.  
Sun: 12 p.m. - 6 p.m.  
M - Th: 8 a.m. - 7 p.m.  
F: 8 a.m. - Noon  
Sat: 10 a.m. - 4 p.m.  
Sun: Closed | 512-223-0142 | rrcctest@austincc.edu |
| Transfer Services   | 1000     | 1105.00 | M-Th: 8am-7pm;          | 512-223-0038 | pbeck@austincc.edu      |
| Veterans Affairs    | 1000     | 1109   | F: 8am-12 noon  
Sat: 10am-4pm  
Sun: Closed | 512-223-4636 | veterans@austincc.edu    |
<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamo Colleges District</td>
<td>Mike Flores, Chancellor</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northeast Lakeview College</td>
<td>Veronica Garcia, President</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northwest Vista College</td>
<td>Ric Baser, President</td>
<td>(210) 486-4900</td>
</tr>
<tr>
<td>Alamo Community College - Palo Alto College</td>
<td>Robert Garza, President</td>
<td>(210) 486-3880</td>
</tr>
<tr>
<td>Alamo Community College - San Antonio College</td>
<td>Robert Vela, President</td>
<td>(210) 486-0959</td>
</tr>
<tr>
<td>Alamo Community College - St. Philip's College</td>
<td>Adena Loston, President</td>
<td>(210) 486-2900</td>
</tr>
<tr>
<td>Alvin Community College</td>
<td>Chrystal Abrecht, President</td>
<td>(281) 756-3500</td>
</tr>
<tr>
<td>Amarillo College</td>
<td>Russell Lowery-Hart, President</td>
<td>(806) 371-5000</td>
</tr>
<tr>
<td>Angelina College</td>
<td>Michael Simon, President</td>
<td>(936) 639-1301</td>
</tr>
<tr>
<td>Austin Community College</td>
<td>Richard Rhodes, President/CEO</td>
<td>(512) 223-7000</td>
</tr>
<tr>
<td>Blinn College District</td>
<td>Mary Henstey, Chancellor</td>
<td>(979) 830-4000</td>
</tr>
<tr>
<td>Brazosport College</td>
<td>Millicent Vatek, President</td>
<td>(979) 230-3000</td>
</tr>
<tr>
<td>Central Texas College</td>
<td>Jim Yeonopoulos, Chancellor</td>
<td>(254) 526-7161</td>
</tr>
<tr>
<td>Cisco College</td>
<td>Thad Anglin, President</td>
<td>(254) 442-5000</td>
</tr>
<tr>
<td>Clarendon College</td>
<td>Texas D. Buckhaults, Interim President</td>
<td>(806) 874-3571</td>
</tr>
<tr>
<td>Coastal Bend College</td>
<td>Justin Hoggard, President</td>
<td>(361) 358-2838</td>
</tr>
<tr>
<td>College of the Mainland Community College District</td>
<td>Warren Nichols, President</td>
<td>(409) 938-1211</td>
</tr>
<tr>
<td>Collin County Community College District</td>
<td>H. Neil Markin, President</td>
<td>(972) 758-3801</td>
</tr>
<tr>
<td>Dallas County Community College - Brookhaven College</td>
<td>Linda Braddy, President</td>
<td>(972) 860-4700</td>
</tr>
<tr>
<td>Dallas County Community College - Cedar Valley College</td>
<td>Joe Seabrooks, President</td>
<td>(972) 860-8200</td>
</tr>
<tr>
<td>Dallas County Community College - Eastfield College</td>
<td>Eddie Tealer, President</td>
<td>(972) 860-7001</td>
</tr>
<tr>
<td>Dallas County Community College - El Centro College</td>
<td>Jose Adames, President</td>
<td>(214) 860-2000</td>
</tr>
</tbody>
</table>
Carver Ridge Apartments - Five Star ER

CR 137, Hutto, Texas
Amenities Map

Proposed Development

Amenities

6. Five Star ER Emergency Room, 2.47 miles

Proposed Development

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

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2/13/2020
The Five Star ER Experience

See what our ACTUAL customers have to say.

Watch Now
Medical Services

Five Star ER is a state-licensed freestanding emergency room open 24 hours a day, 7 days a week. We are staffed by experienced, board-certified physicians and nurses qualified to treat major or minor medical emergencies. We offer the same medical services you would expect to receive at a traditional hospital emergency room, without the wait.

What we treat

- Chest pain and heart attacks
- Abdominal complaints
- Respiratory conditions
- Stroke-like symptoms
- Motor vehicle crash victims (MVCs)
- Head injuries (falls, concussions)
- Sprains and fractures
- Simple and complex lacerations
- Kidney stones
- Dehydration
- Migraines

Below is a list of the medical services we offer:
Locations

Five Star ER has locations throughout the greater Austin area serving the emergency medical needs of children and adults of all ages. Our experienced emergency room physicians, state-of-the-art technology and compassionate staff, at every location, are on hand to make sure you feel confident in the services we provide and cared for from the moment you arrive.

Our locations have been chosen carefully, along major streets and highways, easily accessed by the neighborhoods and communities we serve. When experience matters most, choose one of these Five Star ER locations:
South Austin
8721 Manchaca Rd.
Austin, TX 78748
Phone: (512) 893-7420
Fax: (512) 519-1143

Dripping Springs
333 E. Highway 290,

Hours: 24/7/365

Pflugerville/Hutto
21315 N. SH 130, Bldg. 4
Pflugerville, TX 78660
Phone: (512) 524-7122
Fax: (512) 605-3728

Hours: 24/7/365
Locations:
South Austin | OPEN
Dripping Springs | OPEN
Pflugerville/Hutto | OPEN

We participate in most medical insurance plans.
(We do not participate in Medicaid, Medicare or Tricare.)
Carver Ridge Apartments
HYSA Texans Park at Riverwalk Soccer Club

7. HYSA Texans Park at Riverwalk Soccer Club, Outdoor Recreational Center, 1.29 miles

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community
Field Maps, Rules, Behavior

**TEXANS FIELDS AT RIVERWALK**

Texans Fields @ Riverwalk

1 Riverwalk Drive

Hutto, Texas 78634

TFR is located just off of FM 685 and the 130 Toll nestled in a fantastic training environment. In addition to being a training ground for the Austin Texans SC Select Program, TFR hosts games for our Youth Academy and Austin Texans Recreational Soccer.
Texans Fields at Riverwalk

Texans Fields @ Riverwalk
1 Riverwalk Drive
Hutto, Texas 78634

TFR is located just off of FM 685 and the 130 Toll nestled in a fantastic training environment. In addition to being a training ground for the Austin Texans SC Select Program, TFR hosts games for our Youth Academy and Austin Texans Recreational Soccer.

Texans Fields at Riverwalk (TFR) Game Configuration
Texans Fields Rules

* PLEASE DRIVE SLOWLY ( 5 MPH )
* PARK IN THE DESIGNATED PARKING AREA.
* AT RIVERWALK - DO NOT PARK ACROSS THE STREET OPPOSITE OF THE FIELDS ON RIVERWALK DR. VIOLATORS MAY BE TICKETED
* PLEASE PROVIDE YOUR CHILD WITH WATER AT EACH GAME AND PRACTICE
* PLEASE BE AT THE GAME FIELDS AT TIME SPECIFIED BY YOUR COACH. WHEN IN DOUBT, A GOOD RULE OF THUMB IS 45 MIN BEFORE THE START OF THE GAME
* ALL PLAYERS MUST WEAR SHIN GUARDS DURING GAMES AND PRACTICES
* HELP US KEEP OUR FIELDS CLEAN-PLEASE PLACE ALL TRASH IN THE TRASH RECEPTACLES
* NO SMOKING ALLOWED AT THE SOCCER FIELDS
* NO ALCOHOLIC BEVERAGES ALLOWED ANYWHERE ON THE COMPLEX
* NO PETS OF ANY KIND ARE ALLOWED AT THE SOCCER FIELDS

Zero Tolerance Policy

Physical violence or physical abuse of any person will be cause for permanent suspension from facilities and legal action may be filed.

Unsportsmanlike conduct by players, coaches, referees, or spectators will not be tolerated at any time on fields and surrounding areas.

Unsportsmanlike conduct includes, but is not limited to, the following actions towards any player, coach, referee, spectator or league representative:

- boooing, ridiculing, using sarcasm, using intimidation or any other remarks or gestures that are inappropriate and demeaning
- using profanity, racial slurs, or other abusive language or gestures
- threatening physical violence through words or gestures
- throwing of any object onto the field or surrounding areas in a manner that may create a safety hazard

Unsportsmanlike conduct also includes the following specific actions towards any referee:

- questioning a referee before, during or after a game by any person who is not a coach
- questioning a referee in an aggressive manner before, during or after a game
- stepping onto the field during a game to question a referee
- displaying excessive signs of dissatisfaction with a referee's decision
Austen Texans Soccer Club

Are You A New Resident Looking For A Soccer Club?

Check out the Austen Texans!
Please contact the Directors of Coaching to discuss your possible inclusion to the Club!

Boys Director: Davoud Yazdani;
dyzdani@austintexanssc.com; 925.529.7205

Girls Director: JD Cochran;
jdcochran@austintexanssc.com; 832.721.6509

Technical Director: Kel Cockell;
kgockell@austintexanssc.com; 512.660.9764

Academy Director (7U-10U): Tatenda Chieza;
tchieza@austintexanssc.com; 254-214-2784

Lightning Policy

When lightning is detected within 15 miles, all people are instructed to go into their cars or other shelter for 30 minutes. If there are no additional strikes within 15 miles, play may be resumed. If an additional strike is detected within 15 miles during the delay, another 30 minutes will be added to the delay period.
Austin Texans Soccer Club

MISSION STATEMENT

The Austin Texans Soccer Club was established for the specific purpose to develop the skills, knowledge, character, and love of the game for all players to their utmost potential. Our philosophy of putting quality soccer and concern for player development first, attracting great coaches and supporting them as leaders of the organization, and operating with maximum administrative efficiency is synonymous and aligned with the philosophy of the Dallas Texans Soccer Club.
Hutto, TX (City Center) Real Estate

Average Home Values

Median Home Value: $268,254

Median Real Estate Taxes: $6,161 (2.3% effective rate)

Neighborhood Home Prices

<table>
<thead>
<tr>
<th>Price Range</th>
<th>% of Homes</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; $1,344,719</td>
<td>2.5%</td>
</tr>
<tr>
<td>$1,339,662 - $1,344,719</td>
<td>1.1%</td>
</tr>
<tr>
<td>$722,458 - $1,339,662</td>
<td>0.5%</td>
</tr>
<tr>
<td>$537,065 - $722,458</td>
<td>4.0%</td>
</tr>
<tr>
<td>$469,648 - $537,065</td>
<td>6.5%</td>
</tr>
<tr>
<td>$388,611 - $469,648</td>
<td>18.3%</td>
</tr>
<tr>
<td>$144,304 - $388,611</td>
<td>44.5%</td>
</tr>
<tr>
<td>$47,391 - $144,304</td>
<td>1.8%</td>
</tr>
<tr>
<td>$0 - $47,391</td>
<td>0.6%</td>
</tr>
</tbody>
</table>

Years of Average Rent Needed to Buy Average Home in This Neighborhood
12 Years and 5 Months

Average Market Rent

Average Market Rent: $1,793 / per month

Gross Rental Yield: 8.26

Median Monthly Rent by Number of Bedrooms

<table>
<thead>
<tr>
<th>Number of Bedrooms</th>
<th>Median Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Beds or More</td>
<td>$1,793</td>
</tr>
<tr>
<td>2 Beds or More</td>
<td>No Data</td>
</tr>
<tr>
<td>1 Bed</td>
<td>No Data</td>
</tr>
<tr>
<td>Studio</td>
<td>No Data</td>
</tr>
</tbody>
</table>

Rent Relative to Nation

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HOMEOWNERSHIP

HOMEOWNERSHIP RATE

- Owners: 85.4%
- Renters: 14.4%
- Seasonally Vacant: 0.0%
- Vacant Year-Round: 1.5%

% of Homes
HUTTO, TX (CITY CENTER) DEMOGRAPHICS

136 Vital Statistics, 0 Condition Alerts found.

LIFESTYLE

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Friendly</td>
<td>93.7%</td>
<td>Excellent</td>
</tr>
<tr>
<td>First Time Homebuyers</td>
<td>89.0%</td>
<td>Very Good</td>
</tr>
<tr>
<td>College Student Friendly</td>
<td>69.2%</td>
<td>Fair</td>
</tr>
<tr>
<td>Luxury Communities</td>
<td>67.4%</td>
<td>Fair</td>
</tr>
<tr>
<td>Retirement Dream Areas</td>
<td>35.5%</td>
<td>Poor</td>
</tr>
<tr>
<td>Young Single Professionals</td>
<td>31.4%</td>
<td>Poor</td>
</tr>
<tr>
<td>Vacation Home Locations</td>
<td></td>
<td>Poor</td>
</tr>
</tbody>
</table>

SPECIAL CHARACTER

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Sophisticates</td>
<td>70.3%</td>
<td>Good</td>
</tr>
<tr>
<td>Quiet</td>
<td>49.7%</td>
<td>Poor</td>
</tr>
<tr>
<td>Walkable</td>
<td>41.7%</td>
<td>Poor</td>
</tr>
<tr>
<td>Hip Trendy</td>
<td>35.8%</td>
<td>Poor</td>
</tr>
<tr>
<td>Nautical</td>
<td></td>
<td>Poor</td>
</tr>
</tbody>
</table>
AGE / MARITAL STATUS

AGE

MARITAL STATUS

GENDER RATIO

MALE 52.6%

FEMALE 47.4%

MILITARY & COLLEGE STATUS

ACTIVE MILITARY 0.0%

ATTENDING COLLEGE 4.2%

HOUSEHOLD TYPES

ONE PERSON HOUSEHOLDS

THIS NEIGHBORHOOD 11.9%

NATION 27.7%

SAME SEX PARTNERS

THIS NEIGHBORHOOD 1.5%

NATION 3.4%

MARRIED COUPLE WITH CHILD

THIS NEIGHBORHOOD 30.8%

NATION 20.9%

SINGLE PARENT WITH CHILD

THIS NEIGHBORHOOD 11.1%

NATION 10.8%
EMPLOYMENT INDUSTRIES

<table>
<thead>
<tr>
<th>Industry</th>
<th>% of Residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>13.4%</td>
</tr>
<tr>
<td>Public Service</td>
<td>11.4%</td>
</tr>
<tr>
<td>Retail</td>
<td>11.8%</td>
</tr>
<tr>
<td>Healthcare</td>
<td>10.9%</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>10.8%</td>
</tr>
<tr>
<td>Accommodation</td>
<td>9.4%</td>
</tr>
<tr>
<td>Construction</td>
<td>6.8%</td>
</tr>
<tr>
<td>Other</td>
<td>4.4%</td>
</tr>
<tr>
<td>Administration</td>
<td>3.3%</td>
</tr>
<tr>
<td>Wholesale</td>
<td>3.2%</td>
</tr>
<tr>
<td>Professional, scientific, and technical services</td>
<td>3.2%</td>
</tr>
<tr>
<td>Finance</td>
<td>2.6%</td>
</tr>
<tr>
<td>Information Technology</td>
<td>2.1%</td>
</tr>
<tr>
<td>Arts</td>
<td>1.3%</td>
</tr>
<tr>
<td>Transportation</td>
<td>1.3%</td>
</tr>
<tr>
<td>Real estate</td>
<td>1.3%</td>
</tr>
<tr>
<td>Agriculture</td>
<td>0.9%</td>
</tr>
<tr>
<td>Management</td>
<td>0.3%</td>
</tr>
<tr>
<td>Utilities</td>
<td>0.5%</td>
</tr>
<tr>
<td>Mining</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

COMMUTE TO WORK

AVERAGE ONE-WAY COMMUTE TIME

<table>
<thead>
<tr>
<th>Commute Time</th>
<th>% of Residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 15 minutes</td>
<td>13.4%</td>
</tr>
<tr>
<td>15-30 minutes</td>
<td>30.8%</td>
</tr>
<tr>
<td>30-45 minutes</td>
<td>26.4%</td>
</tr>
<tr>
<td>45-60 minutes</td>
<td>27.7%</td>
</tr>
<tr>
<td>Over 60 minutes</td>
<td>1.5%</td>
</tr>
</tbody>
</table>
MEANS OF TRANSPORT

VEHICLES PER HOUSEHOLD

MIGRATION & MOBILITY

RACE & ETHNIC DIVERSITY

DIVERSITY INDEX

86

(100 is the most diverse)

More diverse than 86% of U.S. neighborhoods.

OCCUPATIONS

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ANECDRTIES & LANGUAGES SPOKEN

ANCESTRY (TOP 20)

<table>
<thead>
<tr>
<th>Ancestry</th>
<th>% of Residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mexican</td>
<td>19.1%</td>
</tr>
<tr>
<td>German</td>
<td>15.0%</td>
</tr>
<tr>
<td>U.S. or American</td>
<td>11.9%</td>
</tr>
<tr>
<td>English</td>
<td>3.3%</td>
</tr>
<tr>
<td>Irish</td>
<td>4.7%</td>
</tr>
<tr>
<td>Central American</td>
<td>3.4%</td>
</tr>
<tr>
<td>Italian</td>
<td>3.3%</td>
</tr>
<tr>
<td>Puerto Rican</td>
<td>2.6%</td>
</tr>
<tr>
<td>Scottish</td>
<td>2.1%</td>
</tr>
<tr>
<td>French</td>
<td>1.9%</td>
</tr>
<tr>
<td>Danish</td>
<td>1.9%</td>
</tr>
<tr>
<td>Scots-Irish</td>
<td>1.5%</td>
</tr>
<tr>
<td>South American</td>
<td>1.0%</td>
</tr>
<tr>
<td>French Canadian</td>
<td>1.0%</td>
</tr>
<tr>
<td>Sub-Saharan</td>
<td>0.9%</td>
</tr>
<tr>
<td>Polish</td>
<td>0.9%</td>
</tr>
<tr>
<td>Swedish</td>
<td>0.8%</td>
</tr>
<tr>
<td>Slovak</td>
<td>0.8%</td>
</tr>
<tr>
<td>Serb</td>
<td>0.7%</td>
</tr>
<tr>
<td>Jamaican</td>
<td>0.6%</td>
</tr>
</tbody>
</table>

LANGUAGES SPOKEN (TOP 20)

<table>
<thead>
<tr>
<th>Language</th>
<th>% of Residents</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>92.4%</td>
</tr>
<tr>
<td>Spanish</td>
<td>15.7%</td>
</tr>
<tr>
<td>Vietnamese</td>
<td>1.0%</td>
</tr>
<tr>
<td>Persian</td>
<td>0.5%</td>
</tr>
<tr>
<td>Tagalog</td>
<td>0.2%</td>
</tr>
<tr>
<td>French</td>
<td>0.2%</td>
</tr>
<tr>
<td>German/Polish</td>
<td>0.1%</td>
</tr>
<tr>
<td>Portuguese</td>
<td>0.1%</td>
</tr>
<tr>
<td>Urdu</td>
<td>0.3%</td>
</tr>
<tr>
<td>Italian</td>
<td>0.3%</td>
</tr>
<tr>
<td>Russian</td>
<td>0.3%</td>
</tr>
<tr>
<td>Persian</td>
<td>0.3%</td>
</tr>
<tr>
<td>Native American</td>
<td>0.3%</td>
</tr>
<tr>
<td>Maori</td>
<td>0.3%</td>
</tr>
<tr>
<td>Korean</td>
<td>0.3%</td>
</tr>
<tr>
<td>Japanese</td>
<td>0.3%</td>
</tr>
<tr>
<td>Urdu, of India</td>
<td>0.3%</td>
</tr>
<tr>
<td>Greek</td>
<td>0.3%</td>
</tr>
<tr>
<td>Croatian</td>
<td>0.3%</td>
</tr>
<tr>
<td>Arabic</td>
<td>0.3%</td>
</tr>
</tbody>
</table>

UNEMPLOYMENT RATE

This Neighborhood: 3.3%
Nation: 3.6%

AVERAGE INCOME

PER CAPITA INCOME

This Neighborhood: $24,551
Nation: $31,177
MEDIAN HOUSEHOLD INCOME

This Neighborhood: $72,668
Nation: $57,452

EDUCATION
PERCENT WITH COLLEGE DEGREE

This Neighborhood: 27.7%
Nation: 30.9%

PERCENT WITH ADVANCE DEGREE

This Neighborhood: 6.5%
Nation: 11.8%

INCOME AND EDUCATION
HUTTO, TX (CITY CENTER) CRIME

67 Vital Statistics. 5 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

84
(100 is safest)

Safer than 84% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>7</td>
<td>45</td>
<td>52</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>1.19</td>
<td>7.65</td>
<td>8.84</td>
</tr>
</tbody>
</table>

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

74
(100 is safest)

Safer than 74% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th></th>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>43</td>
<td>56</td>
<td>73</td>
<td>73</td>
</tr>
</tbody>
</table>

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 841 in City Center
1 IN 2,403 in Hutto
1 IN 243 in Texas
HUTTO VIOLENT CRIMES

POPULATION: 26,434

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>0.00</td>
<td>0.11</td>
<td>0.00</td>
<td>0.30</td>
</tr>
</tbody>
</table>

UNITED STATES VIOLENT CRIMES

POPULATION: 327,167,434

<table>
<thead>
<tr>
<th></th>
<th>MURDER</th>
<th>RAPE</th>
<th>ROBBERY</th>
<th>ASSAULT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>16,214</td>
<td>139,380</td>
<td>282,061</td>
<td>807,410</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>0.05</td>
<td>0.43</td>
<td>0.86</td>
<td>2.47</td>
</tr>
</tbody>
</table>

NEIGHBORHOOD PROPERTY CRIME

PROPERTY CRIME INDEX

84

(100 is safest)
Safer than 84% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE

BURGLARY INDEX

THEFT INDEX

MOTOR VEHICLE THEFT

78
83
96

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 in 131 in City Center
1 in 304 in Hutto
1 in 42 in Texas
HUTTO PROPERTY CRIMES

POPULATION: 26,434

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>10</td>
<td>76</td>
<td>1</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>0.38</td>
<td>2.88</td>
<td>0.04</td>
</tr>
</tbody>
</table>

UNITED STATES PROPERTY CRIMES

POPULATION: 327,167,434

<table>
<thead>
<tr>
<th></th>
<th>BURGLARY</th>
<th>THEFT</th>
<th>MOTOR VEHICLE THEFT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report Total</td>
<td>1,230,149</td>
<td>5,217,055</td>
<td>749,841</td>
</tr>
<tr>
<td>Rate per 1,000</td>
<td>3.76</td>
<td>15.95</td>
<td>2.39</td>
</tr>
</tbody>
</table>

CRIME PER SQUARE MILE

---

```
2               13            27
City Center     Hutto         Texas

National Median: 55.1
```
HUTTO, TX (CITY CENTER) SCHOOLS

SCHOOL RATING INFORMATION

<table>
<thead>
<tr>
<th>SCHOOL QUALITY</th>
<th>NEIGHBORHOOD SCHOOL QUALITY RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>48</strong></td>
<td>Rates the quality of all K-12 public schools that your children would be exposed to if you lived in this neighborhood.</td>
</tr>
<tr>
<td>(100 is best)</td>
<td>Better than 48% of U.S. schools.</td>
</tr>
</tbody>
</table>

SCHOOLS IN THIS NEIGHBORHOOD

<table>
<thead>
<tr>
<th>SCHOOL DETAILS</th>
<th>GRADES</th>
<th>QUALITY RATING COMPARED TO TX*</th>
<th>QUALITY RATING COMPARED TO NATION*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farley Middle School</td>
<td>06-08</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hutto H S School</td>
<td>09-12</td>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rev Elementary School</td>
<td>PK-05</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 10 is Highest

NEIGHBORHOOD EDUCATIONAL ENVIRONMENT

Adults in Neighborhood With College Degree Or Higher 27.7%
Children in The Neighborhood Living in Poverty 7.8%

THIS NEIGHBORHOOD IS SERVED BY 1 DISTRICT:

HUTTO ISD

<table>
<thead>
<tr>
<th>6,945</th>
<th>10</th>
<th>16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students Enrolled in This District</td>
<td>Schools in District</td>
<td>Students Per Classroom</td>
</tr>
</tbody>
</table>

DISTRICT QUALITY COMPARED TO TEXAS

<table>
<thead>
<tr>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10 is best)</td>
</tr>
</tbody>
</table>

DISTRICT QUALITY COMPARED TO U.S. 1

<table>
<thead>
<tr>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10 is best)</td>
</tr>
</tbody>
</table>
Better than 61.6% of TX school districts.  Better than 44.8% of US school districts.

Public School Test Scores (No Child Left Behind)

<table>
<thead>
<tr>
<th>Proficiency in Reading and Math</th>
<th>Proficiency in Reading</th>
<th>Proficiency in Math</th>
</tr>
</thead>
<tbody>
<tr>
<td>44%</td>
<td>44%</td>
<td>44%</td>
</tr>
</tbody>
</table>

Schools In This District

<table>
<thead>
<tr>
<th>SCHOOL DETAILS</th>
<th>GRADES</th>
<th>QUALITY RATING COMPARED TO TX*</th>
<th>QUALITY RATING COMPARED TO NATION*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hutto Elementary School</td>
<td>PK-05</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>100 Mager Ln, Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hutto H S School</td>
<td>09-12</td>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>101 Fm 585, Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hutto Middle School</td>
<td>05-09</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1005 Exchange Blvd, Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nedline Johnson Elementary School</td>
<td>PK-05</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>480 Carl Storm Blvd, Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Williamson County Academy School</td>
<td>1-12</td>
<td>UNREPORTED</td>
<td>UNREPORTED</td>
</tr>
<tr>
<td>1102 S Austin Ave, Georgetown, TX 78626</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cottonwood Creek Elementary School</td>
<td>PK-05</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>3160 Linnme Loop, Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ray Elementary School</td>
<td>PK-05</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>225 Swindall Ln, Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Farley Middle School</td>
<td>05-08</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>303 Cr 137, Hutto, TX 78634</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 10 is highest
School District Enrollment By Group

ETHNIC/RACIAL GROUPS

<table>
<thead>
<tr>
<th>Group</th>
<th>This District</th>
<th>This State</th>
</tr>
</thead>
<tbody>
<tr>
<td>White (non-Hispanic)</td>
<td>40.2%</td>
<td>28.8%</td>
</tr>
<tr>
<td>Black</td>
<td>13.6%</td>
<td>12.9%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>44.3%</td>
<td>53.3%</td>
</tr>
<tr>
<td>Asian or Pacific Islander</td>
<td>1.1%</td>
<td>4.3%</td>
</tr>
<tr>
<td>American Indian or Native of Alaska</td>
<td>0.6%</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

ECONOMIC GROUPS

<table>
<thead>
<tr>
<th>Group</th>
<th>This District</th>
<th>This State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economically Disadvantaged</td>
<td>42.1%</td>
<td>58.6%</td>
</tr>
<tr>
<td>Free Lunch Eligible</td>
<td>28.3%</td>
<td>52.7%</td>
</tr>
<tr>
<td>Reduced Lunch Eligible</td>
<td>13.9%</td>
<td>6.0%</td>
</tr>
</tbody>
</table>

Educational Expenditures

<table>
<thead>
<tr>
<th>Category</th>
<th>Per Student</th>
<th>Total</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional Expenditures</td>
<td>$5,294</td>
<td>$34,553,938</td>
<td>40.4%</td>
</tr>
<tr>
<td>Support Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student</td>
<td>$324</td>
<td>$2,114,748</td>
<td>2.5%</td>
</tr>
<tr>
<td>Staff</td>
<td>$305</td>
<td>$1,990,735</td>
<td>2.3%</td>
</tr>
<tr>
<td>General Administration</td>
<td>$106</td>
<td>$681,862</td>
<td>0.8%</td>
</tr>
<tr>
<td>School Administration</td>
<td>$435</td>
<td>$2,839,245</td>
<td>3.3%</td>
</tr>
<tr>
<td>Operation</td>
<td>$685</td>
<td>$4,470,965</td>
<td>5.2%</td>
</tr>
<tr>
<td>Transportation</td>
<td>$351</td>
<td>$2,290,977</td>
<td>2.7%</td>
</tr>
<tr>
<td>Other</td>
<td>$465</td>
<td>$3,035,055</td>
<td>3.6%</td>
</tr>
<tr>
<td>Total Support</td>
<td>$2,671</td>
<td>$17,433,617</td>
<td>20.4%</td>
</tr>
<tr>
<td>Non-Instructional Expenditures</td>
<td>$5,127</td>
<td>$33,463,929</td>
<td>39.2%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$13,092</td>
<td>$85,461,464</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
HUTTO, TX (CITY CENTER) TRENDS AND FORECAST

SCOUT VISION® SUMMARY

RISING STAR INDEX ①  
BLUE CHIP INDEX ②

<table>
<thead>
<tr>
<th>Appreciation Potential (3 years)</th>
<th>Past Appreciation and existing fundamentals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 = Very Low</td>
<td>1 = Very Low</td>
</tr>
<tr>
<td>2 = Low</td>
<td>2 = Low</td>
</tr>
<tr>
<td>3 = Moderate</td>
<td>3 = Moderate</td>
</tr>
<tr>
<td>4 = High</td>
<td>4 = High</td>
</tr>
<tr>
<td>5 = Rising Star</td>
<td>5 = Blue Chip</td>
</tr>
</tbody>
</table>

SCOUT VISION Neighborhood Home Value Trend and Forecast ①

![Graph showing home value trend and forecast]

SCOUT VISION® HOME VALUE TRENDS AND FORECAST

<table>
<thead>
<tr>
<th>TIME PERIOD</th>
<th>TOTAL APPRECIATION</th>
<th>AVERAGE ANNUAL RATE</th>
<th>COMPARED TO METRO*</th>
<th>COMPARED TO AMERICA*</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Year Forecast:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019 Q4 - 2022 Q4</td>
<td>0.24% ①</td>
<td>0.99% ①</td>
<td>③</td>
<td>①</td>
</tr>
<tr>
<td>Latest Quarter:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2019 Q3 - 2019 Q4</td>
<td>2.68% ①</td>
<td>11.14% ①</td>
<td>④</td>
<td>⑨</td>
</tr>
<tr>
<td>Last 12 Months:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018 Q3 - 2019 Q3</td>
<td>5.06% ①</td>
<td>5.06% ①</td>
<td>⑥</td>
<td>⑧</td>
</tr>
<tr>
<td>Last 2 Years:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017 Q3 - 2019 Q3</td>
<td>11.57% ①</td>
<td>5.63% ①</td>
<td>⑤</td>
<td>⑦</td>
</tr>
<tr>
<td>Last 5 Years:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014 Q3 - 2019 Q3</td>
<td>46.43% ①</td>
<td>7.92% ①</td>
<td>⑦</td>
<td>⑨</td>
</tr>
<tr>
<td>Last 10 Years:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2003 Q3 - 2019 Q3</td>
<td>53.64% ①</td>
<td>4.37% ①</td>
<td>③</td>
<td>⑧</td>
</tr>
<tr>
<td>Since 2000:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 Q1 - 2019 Q3</td>
<td>87.04% ①</td>
<td>3.33% ①</td>
<td>②</td>
<td>⑦</td>
</tr>
</tbody>
</table>

* 10 is highest
KEY PRICE DRIVERS AT THIS LOCATION

Pros
Factors likely to drive home values upward over the next few years or indicators of upward trends already underway.

- Crime
- Educated Population Trend
- Vacancies

Cons
Impediments to home value appreciation over the next few years or indicators of negative trends already underway.

- Regional Housing Market Outlook

SCOUT VISION® PROXIMITY INDEX

PRICE ADVANTAGE OVER SURROUNDING NEIGHBORHOODS

Similar Price

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Strong Disadvantage</td>
</tr>
<tr>
<td>2</td>
<td>Disadvantage</td>
</tr>
<tr>
<td>3</td>
<td>Similar Price</td>
</tr>
<tr>
<td>4</td>
<td>Advantage</td>
</tr>
<tr>
<td>5</td>
<td>Strong Advantage</td>
</tr>
</tbody>
</table>

Price advantage score
RATINGS: 1=Strong Disadvantage 2=Disadvantage 3=Similar Price 4=Advantage 5=Strong Advantage

$104
Neighborhood price per sqft

$112
Average Nearby Home Price per sqft

ACCESS TO HIGH PAYING JOBS

Below Average

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Limited</td>
</tr>
<tr>
<td>2</td>
<td>Below Average</td>
</tr>
<tr>
<td>3</td>
<td>Average</td>
</tr>
<tr>
<td>4</td>
<td>Very Good</td>
</tr>
<tr>
<td>5</td>
<td>Excellent</td>
</tr>
</tbody>
</table>

Jobs score
RATINGS: 1=Limited 2=Below Average 3=Average 4=Very Good 5=Excellent

JOBS WITHIN AN HOUR

<table>
<thead>
<tr>
<th>Time</th>
<th>High-Paying* Jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 mins</td>
<td>199</td>
</tr>
<tr>
<td>10 mins</td>
<td>905</td>
</tr>
<tr>
<td>15 mins</td>
<td>5569</td>
</tr>
<tr>
<td>20 mins</td>
<td>30711</td>
</tr>
<tr>
<td>30 mins</td>
<td>117913</td>
</tr>
<tr>
<td>45 mins</td>
<td>371214</td>
</tr>
<tr>
<td>60 mins</td>
<td>436764</td>
</tr>
</tbody>
</table>

*Annual salary of $75,000 or more

SCOUT VISION® REAL ESTATE TRENDS AND FORECAST

AVG. ANNUAL HOMEOWNERSHIP TREND

Over last 5 years

This Neighborhood: -0.5%
The Nation: -0.1%
AVG. ANNUAL RENT PRICE TREND Over last 5 years

This Neighborhood: 0.6%
The Nation: 2.5%

AVG. ANNUAL VACANCY TRENDS Over last 5 years

This Neighborhood: -4.2%
The Nation: -0.3%

SCOUT VISION® CRIME TRENDS AND FORECAST

SCOUT VISION® EDUCATION TRENDS AND FORECAST

AVG. ANNUAL CHANGE IN COLLEGE GRADUATES Over last 5 years

This Neighborhood: 1.7%
The Nation: 0.2%

AVG. ANNUAL CHANGE IN K-12 SCHOOL PERFORMANCE Over last 5 years

This Neighborhood: 1.2%
The Nation: 0.1%

SCOUT VISION® ECONOMIC TRENDS AND FORECAST

AVG. ANNUAL CHANGE IN PER CAPITA INCOME Over last 5 years

This Neighborhood: -0.5%
The Nation: 2.3%
AVG ANNUAL CHANGE IN HOUSEHOLD INCOME Over last 5 years

This Neighborhood: 2.3%  
The Nation: 2.0%

AVG ANNUAL CHANGE IN UNEMPLOYMENT RATE Over last 5 years

This Neighborhood: -0.5%  
The Nation: -2.4%

SCOUT VISION® DEMOGRAPHIC TRENDS

<table>
<thead>
<tr>
<th>DISTANCE FROM LOCATION</th>
<th>POPULATION 5 YEARS AGO</th>
<th>CURRENT POPULATION</th>
<th>PERCENT CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Half Mile</td>
<td>2,853</td>
<td>3,560</td>
<td>22.85% ↑</td>
</tr>
<tr>
<td>1 Mile</td>
<td>7,565</td>
<td>9,862</td>
<td>27.51% ↑</td>
</tr>
<tr>
<td>3 Miles</td>
<td>21,563</td>
<td>28,579</td>
<td>33.06% ↑</td>
</tr>
<tr>
<td>5 Miles</td>
<td>46,015</td>
<td>65,602</td>
<td>35.16% ↑</td>
</tr>
<tr>
<td>10 Miles</td>
<td>214,579</td>
<td>258,442</td>
<td>20.45% ↑</td>
</tr>
<tr>
<td>15 Miles</td>
<td>465,029</td>
<td>541,488</td>
<td>16.46% ↑</td>
</tr>
<tr>
<td>25 Miles</td>
<td>1,205,363</td>
<td>1,378,970</td>
<td>14.40% ↑</td>
</tr>
<tr>
<td>50 Miles</td>
<td>2,231,008</td>
<td>2,532,698</td>
<td>13.52% ↑</td>
</tr>
</tbody>
</table>

SCOUT VISION® REGIONAL HOUSING MARKET ANALYSIS

AUSTIN-ROUND ROCK, TX METRO AREA REGIONAL INVESTMENT POTENTIAL 🔄

Low

Regional Appreciation Potential (3yr)

RATINGS: 1=Very Low 2=Low 3=Moderate 4=High 5=Very High
HOUSING AFFORDABILITY TRENDS: AUSTIN-ROUND ROCK, TX METRO AREA

Years of average household income needed to buy average home

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<th>Year</th>
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<td>4.25</td>
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<tr>
<td>2017</td>
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2.48 Region’s Historical Low
3.96 Region’s Historical High
3.96 Current

REGIONAL 1 AND 2 YEAR GROWTH TRENDS

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<tr>
<th>Regional Trend</th>
<th>Last 2 Years</th>
<th>Compared to Nation*</th>
<th>Last 1 Year</th>
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<tr>
<td>Population Growth</td>
<td>5.11% ↑</td>
<td>8  10</td>
<td>2.56% ↑</td>
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<td>Job Growth</td>
<td>5.56% ↑</td>
<td>9  9</td>
<td>1.46% ↑</td>
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<td>Income Trend (Wages)</td>
<td>15.57% ↑</td>
<td>8  10</td>
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<td>Unemployment Trend</td>
<td>-0.34% ↓</td>
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<td>-0.13% ↓</td>
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<tr>
<td>Stock Performance of Region's Industries</td>
<td>14.00% ↑</td>
<td>8  10</td>
<td>14.15% ↑</td>
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<td>Housing Added</td>
<td>5.88% ↑</td>
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<td>Vacancy Trend</td>
<td>-0.39% ↓</td>
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<td>-0.63% ↓</td>
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* 10 is highest

Disclaimer
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ABOUT HUTTO, TX (CITY CENTER)

Real Estate Prices and Overview

Median real estate price in the City Center of Hutto is $268,254, which is more expensive than 72.5% of the neighborhoods in Texas and 55.9% of the neighborhoods in the U.S.

The average rental price in Hutto City Center is currently $1,793, based on NeighborhoodScout's exclusive analysis. The average rental cost in this neighborhood is higher than 85.6% of the neighborhoods in Texas.

Hutto City Center is a suburban neighborhood (based on population density) located in Hutto, Texas.

Real estate in the City Center of Hutto, TX is primarily made up of medium sized (three or four bedroom) to large (four, five or more bedroom) single-family homes and small apartment buildings. Most of the residential real estate is owner occupied. Many of the residences in the City Center neighborhood are newer, built in 2000 or more recently. A number of residences were also built between 1970 and 1999.

In Hutto City Center, the current vacancy rate is 3.9%, which is a lower rate of vacancies than 81.6% of all neighborhoods in the U.S. This means that the housing supply in Hutto City Center is very tight compared to the demand for property here.

Notable & Unique Neighborhood Characteristics

The way a neighborhood looks and feels when you walk or drive around it, from its setting, its buildings, and its flavor, can make all the difference. This neighborhood has some really cool things about the way it looks and feels as revealed by NeighborhoodScout's exclusive research. This might include anything from the housing stock to the types of households living here to how people get around.

Notable & Unique: Real Estate

Homes built from 2000 through today make up a higher proportion of the Hutto City Center neighborhood's real estate landscape than 98.8% of the neighborhoods in America. When you are driving around this neighborhood, you'll notice right away that it is one of the newest built of any, with the smell of fresh paint, and the look of young landscaping nearly everywhere you look. In fact, 78.3% of the residential real estate here is classified as newer.

Notable & Unique: Occupations

The government often provides some of the more stable jobs in the economy. From local, to state, to federal government workers, the government can also be a major employer. What NeighborhoodScout's analysis revealed, is that the Hutto City Center neighborhood in particular stands out when compared nationally for the proportion of its working residents who are employed by the government. At 11.8% of its workforce, this neighborhood has a greater concentration of government workers than 95.0% of U.S. neighborhoods.
Notable & Unique: People

The Hutto City Center neighborhood is a great option for families, as revealed by NeighborhoodScout's research on this neighborhood. The combination of top public schools, low crime rates, and owner-occupied single family homes, make this neighborhood among the top 5.1% of family-friendly neighborhoods in the state of Texas. Many other families also live here, making it easy to socialize and develop a sense of community. In addition, families here highly value education, as is reflected by the strength of the local schools.

Notable & Unique: Diversity

Did you know that the Hutto City Center neighborhood has more Czechoslovakian ancestry people living in it than nearly any neighborhood in America? It's true! In fact, 1.5% of this neighborhood's residents have Czechoslovakian ancestry.

The Neighbors

The Neighbors: Income

There are two complementary measures for understanding the income of a neighborhood's residents: the average and the extremes. While a neighborhood may be relatively wealthy overall, it is equally important to understand the rate of people - particularly children - who are living at or below the federal poverty line, which is extremely low income. Some neighborhoods with a lower average income may actually have a lower childhood poverty rate than another with a higher average income, and this helps us understand the conditions and character of a neighborhood.

The neighbors in the City Center neighborhood in Hutto are upper-middle income, making it an above average income neighborhood. NeighborhoodScout's exclusive analysis reveals that this neighborhood has a higher income than 72.7% of the neighborhoods in America. In addition, 7.8% of the children seventeen and under living in this neighborhood are living below the federal poverty line, which is a lower rate of childhood poverty than is found in 64.7% of America's neighborhoods.

The Neighbors: Occupations

A neighborhood is far different if it is dominated by enlisted military personnel rather than people who earn their living by farming. It is also different if most of the neighbors are clerical support or managers. What is wonderful is the sheer diversity of neighborhoods, allowing you to find the type that fits your lifestyle and aspirations.

In the Hutto City Center neighborhood, 43.0% of the working population is employed in executive, management, and professional occupations. The second most important occupational group in this neighborhood is sales and service jobs, from major sales accounts, to working in fast food restaurants, with 25.5% of the residents employed. Other residents here are employed in manufacturing and laborer occupations (15.8%), and 15.7% in clerical, assistant, and tech support occupations.

The Neighbors: Languages

The most common language spoken in the Hutto City Center neighborhood is English, spoken by 82.4% of households. Some people also speak Spanish (15.7%).
The Neighbors: Ethnicity / Ancestry

Culture is the shared learned behavior of peoples. Undeniably, different ethnicities and ancestries have different cultural traditions, and as a result, neighborhoods with concentrations of residents of one or another ethnicities or ancestries will express those cultures. It is what makes the North End in Boston so fun to visit for the Italian restaurants, bakeries, culture, and charm, and similarly, why people enjoy visiting Chinatown in San Francisco.

In the City Center neighborhood in Hutto, TX, residents most commonly identify their ethnicity or ancestry as Mexican (18.1%). There are also a number of people of German ancestry (15.0%), and residents who report English roots (5.8%), and some of the residents are also of Irish ancestry (4.7%), along with some Italian ancestry residents (3.3%), among others.

Getting to Work

Even if your neighborhood is walkable, you may still have to drive to your place of work. Some neighborhoods are located where many can get to work in just a few minutes, while others are located such that most residents have a long and arduous commute. The greatest number of commuters in Hutto City Center neighborhood spend between 15 and 30 minutes commuting one-way to work (30.8% of working residents), which is shorter than the time spent commuting to work for most Americans.

Here most residents (87.7%) drive alone in a private automobile to get to work. In addition, quite a number also carpool with coworkers, friends, or neighbors to get to work (8.2%). In a neighborhood like this, as in most of the nation, many residents find owning a car useful for getting to work.
**Educational Attainment Data (§11.9(c)(5) of the 2020 Qualified Allocation Plan)**

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

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<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census tract</th>
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<tr>
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<td>Census Tract 208.09, Williamson County, Texas</td>
<td>4360</td>
<td>1778</td>
<td>40.78%</td>
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# Texas Education Agency

## 2019 Accountability Ratings Overall Summary

HUTTO H S (246906001) - HUTTO ISD

### Accountability Rating Summary

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<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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<tr>
<td><strong>Overall</strong></td>
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<td>86</td>
<td>B</td>
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<tr>
<td><strong>Student Achievement</strong></td>
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<td>89</td>
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<td>STAAR Performance</td>
<td>54</td>
<td>82</td>
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<tr>
<td>College, Career and Military Readiness</td>
<td>68</td>
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<tr>
<td>Graduation Rate</td>
<td>98.7</td>
<td>95</td>
<td></td>
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</table>

| **School Progress**  |                 | 82           | B      |
| Academic Growth      | 62              | 69           | D      |
| Relative Performance (Eco Dis: 36.7%) | 61 | 82 | |

| Closing the Gaps     | 66              | 79           | C      |

### Identification of Schools for Improvement

This campus is identified for targeted support and improvement.

### Distinction Designations

- **ELA/Reading**: Not Earned
- **Mathematics**: Not Earned
- **Science**: Not Earned
- **Social Studies**: Not Earned
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Earned
- **Comparative Closing the Gaps**: Not Earned
INFORMATION APPLICABLE TO PROCLAMATIONS
TO BE USED IN SCORING DISASTER POINTS

LIMITATIONS ON THE TYPE OF DISASTER DECLARATION

10 TAC §11.9(c)(8) related to Readiness to Proceed in Disaster Impacted Counties
To qualify for points under this scoring item, an Application for a proposed Development must be located in a county declared by the Federal Emergency Management Agency ("FEMA") to be eligible for individual assistance within the three years preceding December 1, 2019. Page two of this document includes the counties that are eligible for five points under 10 TAC §11.9(c)(8).

10 TAC §11.9(d)(3) related to Declared Disaster Area
To qualify for points under this scoring item, an Application for a proposed Development must be located in a county declared a disaster by the Governor under Tex. Gov’t Code §418.014 related to Declaration of State of Disaster within the two years preceding the date of Application submission. Any other declarations, including presidential and FEMA declarations for areas that don’t meet this requirement, will not qualify for points under this scoring item. Page three of this document includes a list of the counties that are eligible for ten points under 10 TAC §11.9(d)(3).

APPLICABLE TIME LIMITS
For Applicants wishing to score points for a Development to be located in one of these counties, a complete Application must be received prior to 5:00 p.m., Austin local time on February 28, 2020.

If additional counties are declared prior to February 28, 2020, the lists will be updated.

WEB ADDRESSES FOR RESEARCHING DISASTER PROCLAMATIONS MADE BY THE TEXAS GOVERNOR
The most recent proclamations are best obtained at the following web address:
http://gov.texas.gov/news/proclamation
Older proclamations are best obtained at the following web address:
http://www.lrl.state.tx.us/legeLeaders/governors/searchDisaster.cfm

WEB ADDRESS FOR RESEARCHING TEXAS DISASTER PROCLAMATIONS MADE BY FEMA
https://www.fema.gov/disasters/state-tribal-government/0/TX

If you believe a county has been omitted from the list, please submit evidence to Sharon Gamble, Competitive Housing Tax Credit Administrator, at:
sharon.gamble@tdhca.state.tx.us
## 2020 FEMA Declared Disaster Areas
### Counties Eligible under §11.9(d)(8) of the 2020 QAP
### Readiness to Proceed in Disaster Impacted Counties
### As of January 22, 2020

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

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</tr>
<tr>
<td>Comal</td>
<td>Hamilton</td>
<td>Lee</td>
<td>Potter</td>
<td>Waller</td>
<td></td>
</tr>
</tbody>
</table>
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>7.0226 surv.</td>
<td>7.0226 Acres</td>
<td>N/A</td>
<td>7.0226 inrept</td>
</tr>
</tbody>
</table>

   Feasibility Report Survey: **7.0226**  
   Feasibility Report Engineer’s Plan: **No acrg in feas**  
   Site plan.  

   (*) 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:

   Any discrepancies identified above are due to rounding variances and are deemed immaterial to the development site acreage as a whole.

   (* ) 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.

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>Stuart Farley ET AL</td>
<td>Stuart Farley, Hal P. Farley, &amp; Nina Farley-Bates</td>
</tr>
</tbody>
</table>

   | PO Box 22309 |  |
   | City | State | Zip | Date of Last Sale |
   | Sacramento | CA | 95822-0309 | 5/16/2006 |

   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: **N/A**

   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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stuart Farley ET AL</td>
<td>None</td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

   - [x] Contract for sale.
   - [x] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
   - [n/a] Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - [n/a] Contract for lease.

   Expiration of Contract or Option:  
   Anticipated Closing Date:  

   - [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
   - [x] The Property has the following encumbrance(s):  

   See Schedule B of the Title Commitment behind tab 12.
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:

<table>
<thead>
<tr>
<th>Title will be held in a fee simple ownership</th>
</tr>
</thead>
</table>

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

| n/a | Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide: |
| n/a | Evidence of an easement, leasehold, or similar documented access; and |
| n/a | 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)]**

| n/a | Control of the entire proposed Development Site requires that a plat or right of way be vacated, and evidence that the vacation/re-platting process has started is included. |

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

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household

| n/a | 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.

* Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments

| n/a | Development is located in a Small Area Difficult Development Area (SADDA) |

| X | Rural Development (Competitive HTC only) |

| - | Development is entirely Supportive Housing (Competitive HTC Only) |

| X | Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only) |

| n/a | 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) |

| n/a | 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) |

| n/a | 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: __________
Carver Ridge Apartments
TDHCA # 20292

Tab 12
Support Docs - Site Info Part III
Support Documentation from Site Information Part III Should be Included Behind this Tab.

Site Control Documentation
- Evidence of Site Control as described in 10 TAC §11.204(10)
  - Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
- Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.
- Documentation required by 10 TAC §11.204(10)(E) is included, as applicable.
- Documentation required by 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 clearly showing 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)
February 16th, 2020

Texas Department of Housing & Community Affairs
Multifamily Finance Division
221 East 11th Street
Austin, TX 78701

RE: Expressed Desire and Ability to Assign the Attached Contract

Dear Staff,

Please allow this letter to serve as official notification that if Carver Ridge Apartments, LP is awarded Low Income Housing Tax Credits administered by TDHCA, then JZ – LZ Affordable Housing, LLC will assign it rights to the attached contract to Carver Ridge Apartments, LP. JZ – LZ Affordable Housing, LLC, which will serve as the managing member of theDeveloper, JZ – LZ AH BETCO, LLC, and a member of the General Partner, Carver Ridge Housing, LLC.

Sincerely,

[Signature]
Donna L Zimmerman
Member
CONTRACT ASSIGNMENT

RE: That certain COMMERCIAL CONTRACT – UNIMPROVED PROPERTY to Buy and Sell Real Estate dated, November 20, 2019, by and between Zimmerman Properties Development, LLC, a Missouri limited liability company, and/or assigns, as Buyer and Stuart Farley ET AL, as Seller, concerning the purchase of certain real property located in the City of Hutto, Williamson County, Texas. Furthermore, Zimmerman Properties Development, LLC (Assignor) assigned all rights, title and interest to JMZ Land Company LLC, (Assignee) on January 3rd, 2020 by mutual execution of Assignment.

Legal Description: See attached Exhibit “A”. – Legal on Survey to Govern

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned hereby assigns the Contract, except for earnest money deposit which shall not be among Assignees’ duties or obligations under the original Real Estate Contract described above to JZ – LZ Affordable Housing, LLC and/or assigns, as Assignees, provided that said Assignees shall undertake the performance of all the Buyer’s terms, conditions and obligations set forth therein. Buyer shall be released from all obligations under the contract.

This Assignment is executed this 4th day February 2020.

ASSIGNOR:
JMZ Land Company, LLC

By: _____________________________
Justin M. Zimmerman Trustee of the Justin M. Zimmerman Revocable Trust Agreement dated December 13, 2011, member

The Assignee hereby assumes each and every term, condition, and obligation of the Buyer as set forth in the above described Contract this 4th day February 2020.

ASSIGNEE:
JZ – LZ Affordable Housing, LLC

By: _____________________________
Justin M. Zimmerman Trustee of the Justin M. Zimmerman Revocable Trust Agreement dated December 13, 2011, member
CONTRACT ASSIGNMENT

RE: That certain COMMERCIAL CONTRACT – UNIMPORVED PROPERTY to Buy and Sell Real Estate dated, November 20, 2019 by and between Zimmerman Properties Development, LLC, a Missouri limited liability company, and/or assigns, as Buyer and Stuart Farley ET AL, as Seller, concerning the purchase of certain real property located in the City of Hutto, Williamson County, Texas.

Legal Description: See attached Exhibit “A”. – Legal on Survey to Govern

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned hereby assigns the Contract, except for earnest money deposit which shall not be among Assignees’ duties or obligations under the original Real Estate Contract described above to JMZ Land Company, LLC, and/or assigns, as Assignees, provided that said Assignees shall undertake the performance of all the Buyer’s terms, conditions and obligations set forth therein. Buyer shall be released from all obligations under the contract.

This Assignment is executed this 3rd day January 2020.

ASSIGNOR:

Zimmerman Properties Development, LLC
By: Zimmerman Investments, L.L.C., its sole member

By: ________________________________
     Vaughn C. Zimmerman, Trustee of the
     Vaughn C. Zimmerman Revocable Trust
     U/A dated May 5, 1995, as restated, member

The Assignee hereby assumes each and every term, condition, and obligation of the Buyer as set forth in the above described Contract this 3rd day of January 2020.

ASSIGNEE:

JMZ Land Company, LLC a Missouri limited liability company

By: ________________________________
     Justin M. Zimmerman Trustee of the Justin M.
     Zimmerman Revocable Trust Agreement dated
     December 13, 2011, member
COMMERCIAL CONTRACT AMENDMENT

AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

CR137, Hutto, TX 78634

Effective November 27, 2010, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- A. **Sales Price:** The sales price in Paragraph 3 of the contract is changed to:
  - Cash portion payable by Buyer at closing. $1,067,220.00
  - Sum of all financing described in the contract.
  - Sales price (sum of cash portion and sum of all financing). $1,067,220.00

- B. **Property Description:** The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit, or as follows:
  - 7.0 Acres (±) out of the 21.34 acre parcel R448288 of Williamson County

  *Legal on Survey to Govern.*

- C. **Repairs:** Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

---

Initialed for Identification by Seller: [Signature]

Initialed for Identification by Buyer: [Signature]
D. **Extension of Feasibility Period:** For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on

(1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of $_________ ______. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)

(2) Buyer has paid Seller additional consideration of $_________ ______ for the extension. This additional consideration [ ] will [ ] will not be credited to the sales price upon the closing of the sale.

E. **Closing:** The closing date in Paragraph 10A of the contract is changed to ____________

F. **Expenses:** At closing Seller will pay the first $_________ ______ of Buyer's expenses under Paragraph 13 of the contract.

G. **Waiver of Right to Terminate:** Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

H. **Counterparts:** If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

I. **Other Modifications:**

---

**Seller:**

By: Hal P. Farley
Printed Name: Hal P. Farley
Title: Co-Owner

By: Nina Farley Datas
Printed Name: Nina Farley Datas
Title: 

**Buyer:** Zimmerman Properties Development, LLC and/or assignees

By: Justin M. Zimmerman
Printed Name: Justin M. Zimmerman
Title: 

(TXR-1932) 4-1-18

Hutto, TX 78634
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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

Seller: Stuart Farley ET AL.
Address: PO Box22309, Sacramento, CA 95822-0309
Phone: 559-314-4596 E-mail: Spalcy923@gmail.com

Buyer: Zimmerman Properties Development, LLC and/or assigns
C/O Justin M. Zimmerman
Address: 1329 E Lark St. Springfield, MO 65804-7351
Phone: (417)993-1032 E-mail: jmdonald@wilhoitproperties.com

2. PROPERTY:
A. "Property" means that real property situated in Williamson County, Texas at CR 137, Hutto, TX 78634 (address) and that is legally described on the attached Exhibit "A" or as follows: 5.0 Acres (±) out of the 21.2± acre parcel R48288 of Williamson County

Legal on Survey to Govern

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 .................................. $ 762,300.00
(2) Sum of all financing described in Paragraph 4 .................................. $
(3) Sales price (sum of 3A(1) and 3A(2)) .................................. $ 762,300.00
Commercial Contract - Unimproved Property concerning  CR 137, Hutto, TX 78634

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 $ 3,500 per:
☐ (i) square foot of total area
☐ (ii) acre of total area
☐ (iii) total area
☐ (iv) 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) ____________

(c) If the sales price is adjusted by more than 9.000% of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 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 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 $ 50,000.00 as earnest money with [Name of Title Company], address [Address], as earnest money with [Name of Title Company], address [Address], as earnest money with [Name of Title Company], address [Address], as earnest money with [Name of Title Company], address [Address].

☐ 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) As outlined in Exhibit "B" - Special Provisions

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.
Commercial Contract - Unimproved Property concerning OR 137, Hutto, TX 78634

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:
   X (a) will 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 120 days after the effective date:

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

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

□ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, [ ] Seller [ ] Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 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 30 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

(TXR-1802) 4-1-18

Initiated for Identification by Seller and Buyer.

Produced with effort by e-signs 18079 flats, New York, New York, April 2019

Page 3 of 14

[Signature]
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 ________ days after the effective date (feasibility period) by providing Seller written notice of termination.

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

(2) Not later than 3 days after the effective date, Buyer must pay Seller $ 1,500.00 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(1) or if Buyer fails to deposit the earnest money, 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.

(TXR-1802) 4-1-18
Initiated for identification by Seller

Page 4 of 14
Commercial Contract - Unimproved Property concerning  CR 137, Mules, TX 78514

(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 ___15___ 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 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 of 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;
       ☑ (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 2B or sold under this contract. After the feasibility period ends,
   Seller may not enter into, amend, or terminate any other contract that affects the operations of the
   Property without Buyer's written approval.

8. LEASES:

   A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect
      according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease,
      or make any amendment or modification to any existing lease without Buyer's written consent. Seller

(TXR-1802) 4-1-18
Initiated for Identification by Seller [Signature]
and Buyer [Signature]
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 entitles 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 __N/A__ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ________________________________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1096 - 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: TEX LB Real Estate and Investment
Agent: Robert Michael Fowler
Address: ________________________________
Phone & Fax: (512) 736-2000
Email: rafowler@att.net
License No.: 327570

Cooperating Broker: Michael Rev Eldridge, Broker #161364
Agent: William Edward Withers
Address: ________________________________
Phone & Fax: (512) 924-1074
Email: wwithers@austin.rr.com
License No.: 832109

Principal Broker: (Check only one box)
[ ] represents Seller only;
[ ] represents Buyer only;
[ ] is an intermediary between Seller and Buyer.

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

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

[ ] (2) At the closing of this sale, Seller will pay:

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.

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Initiated for Identification by Seller and Buyer

[Signature]

Hutto, Texas
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.
   (2) October 30, 2020 (specific date).

   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

   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 may not place any liens, assessments, or other security interests against the Property which will not be released 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 laws; 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.

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Initiated for Identification by Seller and Buyer.

Preceded with approval by Appraiser: 101.01201 from Fort Worth Pallet, and date 4/18/2018.
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. (All special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 220.)

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.

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Initiated for identification by Seller and Buyer.

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C. **Rent and Security Deposits:** At closing, Seller will tend 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 7B(3) which Seller may pursue; or

☐ 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.

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Harris, TX 78262

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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 disbursement 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, splittings, or 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.

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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-1409);
(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-1918);
(8) Information About Brokerage Services (TXR-2501);
(9) Information About Mineral Clauses in Contract Forms (TXR-2508); and
(10) Exhibit "B" - 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 ☐ 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 certified water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certified area. If your property is located in a certified 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 certified area and contact the utility service provider to determine the cost that you must pay to connect your property to the water or sewer service system."
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
the 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-1916)
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 November 22, 2018, 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: Stuart Farley ET AL
By:
By (signature): 
Printed Name: 
Title: Owner

Zimmerman Properties Development, LLC and/or
Buyer: 
By: Justin M. Zimmerman
By (signature): 
Printed Name: Justin M. Zimmerman
Title: member

By: 
By (signature): 
Printed Name: 
Title: 

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AGREEMENT BETWEEN BROKERS
(use only if Paragraph 68(1) is effective)

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

\[
\begin{align*}
\text{\$ } & \quad \text{or} \\
\times & \quad 3.000 \% \text{ of the sales price, or} \\
\times & \quad \% \text{ of the Principal Broker's fee.}
\end{align*}
\]

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

Seller's attorney: ______________________
Address: ____________________________
Phone & Fax: ________________________
E-mail: _____________________________

Buyer's attorney: ______________________
Address: ____________________________
Phone & Fax: ________________________
E-mail: _____________________________

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:
\[\times\] A. the contract on this day 1/1/2019 (effective date);
\[\times\] B. earnest money in the amount of $ 50,000.00 in the form of

Title company: Stewart Title
Georgetown Title
Address: 1717 N. Mays, Round Rock 78664

By: ____________________________
E-mail: ________________________
Assigned file number (GFR): ____________________________

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(Handwritten signatures)
Exhibit "B"
COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM
PARTIES CONCERNING THE PROPERTY AT:

Approximately 5.0-acre (+/-) property located at CR137, Hutto, Williamson County, Texas 78634

Buyers obligation to close escrow shall be contingent upon fulfillment or waiver of each of the following:

1. DUE DILIGENCE INSPECTIONS: Buyer shall have reasonable access to the property for the purpose of inspecting its physical condition and performing other investigations of the property and the suitability and feasibility of the property for Buyer's proposed use. Buyer's inspection rights shall include performing soil tests, environmental tests or Audits, foundation and mechanical inspections, and such other inspections as Buyer may determine are necessary or desirable, performing development planning, engineering feasibility and other studies, reviewing applicable state, federal and local laws, reviewing all leases, contracts and agreements affecting the property, and performing such other tests, reviews and investigations and obtaining approvals as Buyer deems necessary or appropriate. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, expense and liability arising out of Buyer's due diligence investigation of the Property; provided, however, that Buyer shall not be responsible for any existing conditions on the Property. All inspections and investigations shall be at Buyer's expense. At all times prior to the expiration of the Inspection Period (as hereinafter defined), Seller shall allow Buyer and its council, accountants, or other representatives to have full access during reasonable hours to the Property, subject to the rights of any tenants of the Property, and Seller shall furnish Buyer with all information concerning the physical condition or financial aspects of the Property as Buyer may reasonably request. Buyer's obligations under this Contract are contingent upon these inspections and investigations revealing that the physical condition and other aspects of the Property are satisfactory to Buyer, in Buyer's sole opinion. If Buyer is not satisfied with the physical condition or other aspects of the Property, Buyer may elect to terminate this Contract, provided that this election must be made by written notice to Seller August 31st, 2020 (the "Inspections Period"). If Buyer elects to terminate this Contract within this time period, all Earnest Money and other sums deposited under this Contract shall be returned to Buyer, less any monies released as referenced in Section 7.8 (1) of the Contract and this Contract shall be null and void. If, however, Buyer does not elect to terminate this Contract within this time period, the contingency stated in this paragraph shall have been waived by Buyer and Buyer shall be obligated to proceed with the closing of this transaction and to accept the Property in the condition existing at the Effective Date, ordinary wear and tear excepted.

2. MUNICIPALITY AND COUNTY APPROVALS. Sale is contingent upon Buyer obtaining the appropriate governmental agencies suitable zoning and/or approval of final site plan for the

Initialed by Seller(s) Initialed by Buyer(s)
proposed development along with utility commitments and required capacity. All such approvals, permits and allocations and any conditions imposed thereon, must be acceptable to Buyer in its sole discretion. Buyer will apply for any zoning or annexation modifications with the City or Municipality but is not obligated to complete zoning modification. Seller shall assist Buyer in obtaining any of the aforementioned items, but is NOT FINANCIALLY OBLIGATED TO DO SO.

3. HUD/TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS ("TDHCA") ENVIRONMENTAL CLEARANCE. Notwithstanding any other provision of this Contract, Buyer shall have no obligation to purchase the Property, and no transfer of title to Buyer 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 the Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environment review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environment review and a request for release of fund is not required. TDHCA shall use its best efforts to conclude the environmental review of the property expeditiously.

4. CONTINGENCY FOR TAX CREDITS. Buyer is informing Seller of its intent to apply for federal housing tax credits in an amount acceptable to Buyer, in Buyers sole discretion, from the Texas Department of Housing and Community Affairs (TDHCA). In the event that TDHCA does not award federal tax credits to Buyer in an amount acceptable to Buyer, then Buyer shall have the right to terminate this agreement in writing. Buyer must notify Seller in writing of a successful/unsatisfactory award of federal housing tax credits on or before October 15th, 2020.

5. INITIAL EARNEST MONEY. Buyers Initial Earnest Money of $50,000.00 shall be credited to the purchase price at Closing.

6. FEASIBILITY PERIOD AND EARNEST MONEY. Notwithstanding anything in the contract contained herein, Buyer may terminate this Agreement for any reason on or before October 15th, 2020 by providing Seller written notice of termination subject to the following conditions:

(a) Upon mutual execution of this agreement and the Deposit of the Initial Earnest Money, Buyer shall authorize the Escrow agent to release the $1,500.00 Independent consideration referenced in Paragraph 7.B.(d) to the Seller. This $1,500.00 shall be considered earned, non-refundable to the Buyer and credited to the Purchase Price at Closing.

Initiated by Seller(s)

Initiated by Buyer(s)
(b) If the agreement is terminated by Buyer on or before January 15, 2020, the Initial Earnest Money will be released to Buyer less $10,000 ($11,500 total cumulative monies release to the Seller) that Seller will retain as independent consideration for Buyers unrestricted right to terminate during this time. If Buyer does not terminate this agreement on January 15, 2020, Buyer shall inform the Title Company to release $10,000 to the Seller. This $10,000 shall be considered earned, nonrefundable, and credited to the Purchase Price at Closing.

(c) If the agreement is terminated by Buyer on or before March 16, 2020, the Initial Earnest Money will be released to Buyer less $10,000 ($21,500 total cumulative monies release to the Seller) that Seller will retain as independent consideration for Buyers unrestricted right to terminate during this time. If Buyer does not terminate this agreement on March 16, 2020, Buyer shall inform the Title Company to release an additional $10,000 to the Seller. This $10,000 shall be considered earned, nonrefundable, and credited to the Purchase Price at Closing.

(d) If this agreement is terminated by Buyer on or before August 31, 2020, the Initial Earnest Money will be released to Buyer less $10,000 ($31,500 total cumulative monies release to the Seller) and Seller will retain as independent consideration for Buyers unrestricted right to terminate during this time. If Buyer does not terminate this agreement on August 31, 2020, Buyer shall inform the Title Company to release an additional $10,000 to the Seller. This $10,000 shall be considered earned, nonrefundable, and credited to the Purchase Price at Closing.

(e) Furthermore, Buyer will deposit an additional $40,000 Earnest Money with the title company on or before August 31, 2020.

(f) If this agreement is terminated by Buyer on or before September 30, 2020, the Initial Earnest Money will be released to Buyer less $10,000 ($41,500 total cumulative monies release to the Seller) and Seller will retain as independent consideration for Buyers unrestricted right to terminate during this time. If Buyer does not terminate this agreement on September 30, 2020, Buyer shall inform the Title Company to release an additional $10,000 to the Seller. This $10,000 shall be considered earned, nonrefundable, and credited to the Purchase Price at Closing.

(g) Seller shall grant Buyer (3) three options to extend the Closing Date for 30 days each. Buyer shall notify Seller in writing of his desire to extend and deposit $20,000 as Additional Non-refundable Extension Deposit. Extension Deposits shall be immediately released to the Seller. All Earnest Money Deposits and Extension Deposits shall be credited to the Purchase Price at Closing.

Initialed by Seller(s) Initialed by Buyer(s)
7. Buyer and Seller agree that this is an ARM'S LENGTH TRANSACTIONS BETWEEN THE PARTIES. The consideration was bargained on the basis of an "AS IS, WHERE IS" TRANSACTION and reflects the agreement of the parties that there are NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. Furthermore, the Property is being conveyed in an "AS IS, WHERE IS" CONDITION WITH ALL FAULTS. Seller makes no warranties of condition, merchantability, or suitability or fitness for a particular purpose with respect to the fixtures and personal property.
COMMERCIAL CONTRACT SPECIAL PROVISIONS ADDENDUM
PARTIES CONCERNING THE PROPERTY AT:

Approximately 5.0-acre (+/-) property located at CR137, Hutto, Williamson County, Texas 78634

Seller: Stuart Farley ET AL

By: Stuart Gregory Farley
Printed Name: Stuart Gregory Farley
Title: Owner
Date: 11/20/19

By: Hal Patrick Farley
Printed Name: Hal Patrick Farley
Title: Owner
Date: 11/20/19

By: Nina Farley-Bates
Printed Name: Nina Farley-Bates
Title: Owner
Date: 11/20/19

Buyer: Zimmerman Properties Development
LLC and/or assignee

By: Justin M. Zimmerman
Printed Name: Justin M. Zimmerman
Title: Member
Date: 11/20/19
Approximately 5.0-acres (+/-) property located at CR137, Hutto, Texas 78634

The 5.0 Acres (+/-) out of the 21.31-acre parcel R448286 of Williamson County (Legal on Survey to Govern) needs to be identified more specifically to clearly communicate the understanding and finalize the Legal Description. This exhibit is intended to do so.

1. Property Disposition: The proposed 5-acre parcel is part of an approximately 21.31-acre parcel and the Sellers will cooperate with the Buyer on creating the 5.0-acre parcel. The 21.31-acre parcel is owned free and clear and the Sellers have been developing the larger parcel for many years and will not do anything that reduces the value of the remainder in the Seller's sole opinion. The larger parcel has been granted agricultural valuation and will remain so until the transfer of the 5.0-acre parcel is made. The Property has been annexed into the city of Hutto and zoning for the 5.0-acre parcel should be sufficient (see City of Hutto ordinance No. O-16-08-18-9A) for the Multifamily Housing desired by the Buyer. All the distributions of the Contract funds will be as such; Stuart Gregory Farley 50%, Nina Farley-Bates 33.3% and Hal Patrick Farley has one 6th ownership (16.7%).

2. Current Use and Property Lease: The 21.31-acre parcel and the Sellers property on the north side of FM1880 is leased to Larry Leschber (512-497-3564) for farming purposes. All the Buyer's Inspections that require access to the Property will be coordinated with Larry Leschber and the Sellers and any damage to the crops from Buyers inspections will be compensated for by the Buyer.

3. Drainage Easements: The Property is in the southwest corner of the 21.31-acre parcel (larger parcel) and drainage from the Seller's property drains to the southwest and will necessitate drainage easements that will, at a minimum be 20-feet wide, along the south and east property lines of the Property (5.0-acre lot). The Buyer will work with the Sellers on the Drainage Easements to include the Drainage Easements on the Final Plat or other recorded Instrument.

4. Wastewater Line Easement: There is an existing 20-foot wide Wastewater Line easement (Doc No. 2017054204) approximately 227-feet east of the Property that may be necessary for the Buyer's Multifamily development. The Seller's will work with the Buyer on additional Wastewater Line easements with the understanding that the larger parcel can utilize the wastewater facilities that the Buyer places in the Wastewater Line easements.

5. Hal Road: The Sellers have been planning an East-West Road from County Road 137 to Swindoll Lane. The Sellers are planning this road north of the Property. The purpose of the road is to provide access, drainage and utilities to
the larger parcel. The Sellers can work with the Buyer on Hal Road for access to the Property with the creation of a shared use agreement mutually agreed to by the Buyer and Sellers.

6. **Title Company:** The title company will be Georgetown Title Company, 1717 N. Mays, Round Rock, Texas 78664. The phone number is 512-255-5639.

7. **The Contract is for the sale of land only and the creation of the plat map may be necessary to create the needed lot for the Property. The Buyer will bear all costs associated with the Final Plat Map (Map), if needed, and the Seller will not be obligated to sign the Map without assurances that the Buyer is paying the reasonable costs and that the herein described easements are addressed in the sole opinion of the Sellers.**

Signatures

Buyer: Zimmerman Properties Development LLC, and/or assigns

By: Justin M. Zimmerman
Signature: [Signature]
Date: 11/25/19

Sellers (Owners):

Stuart Gregory Farley
Signature: [Signature]
Date: 11/19/19

Hal Patrick Farley
Signature: [Signature]
Date: 11/19/19

Nina Farley-Bates
Signature: [Signature]
Date: 11/19/19
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.

stewart title

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY 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.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

Authorized Countersignature

Georgetown Title Company, Inc.
702 Rock Street
Georgetown, TX 78626

Matt Morris
President and CEO

Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 720-1502 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the registered logo for the underwriter, Stewart Title Guaranty Company.

T-7 TX Commitment for Title Insurance Jacket STG
(Rev. 1/3/14)

File No.: 190075301
CONDITIONS AND STIPULATIONS

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

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 190075301

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>February 03, 2020 at 5:00 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued</td>
<td>February 11, 2020 at 11:19 AM</td>
</tr>
</tbody>
</table>

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: $1,067,220.00
       PROPOSED INSURED: JZ-LZ Affordable Housing, LLC
   (b) **TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE—ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)**
       Policy Amount: $
       PROPOSED INSURED: 
   (c) **LOAN POLICY OF TITLE INSURANCE (Form T-2)**
       Policy Amount: $
       PROPOSED INSURED: 
       Proposed Borrower: 
   (d) **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)**
       Policy Amount: $
       PROPOSED INSURED: 
       Proposed Borrower: 
   (e) **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)**
       Binder Amount: $
       PROPOSED INSURED: 
       Proposed Borrower: 
   (f) **OTHER -**
       Policy Amount: $
       PROPOSED INSURED: 

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

3. Record title to the land on the Effective Date appears to be vested in:
   **STUART GREGORY FARLEY, HAL PATRICK FARLEY AND NINA DIANA FARLEY ALSO KNOWN AS NINA BATES**

4. Legal description of the land:
   7 acres of land, more or less, out of the WILLIAM GATLIN SURVEY, Abstract No. 271, in Williamson County, Texas, and being a part of a 28.58 acre tract of land as described in Deed recorded under Document No. 2005040534, Official Public Records, Williamson County, Texas.
   SEE SCHEDULE C ITEM 6

The Company does not represent that the above acreage or square footage calculations are correct.
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 date or delete this exception):

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

3. Homestead or community property or survivorship rights of 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 land comprising the shores, or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or breakwater lines as established or changed by any government, or
   c. to fills-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year _______, 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 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 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):

SCHEDULE B

EXCEPTIONS FROM COVERAGE


c. Channel easement dated February 25, 1953, granted by Hal C. Farley and wife, Juanita S. Farley to State of Texas, recorded in Volume 386, Page 586, Deed Records, Williamson County, Texas.


g. Ordinance No. 09-002-00 filed April 21, 2009, by City of Hutto, Texas, recorded under Document No. 200902658, Official Public Records, Williamson County, Texas.


j. Terms, provisions and conditions of any leases, not of record.

k. The rights of Upper Brushy Creek Water Control and Improvement District to levy taxes and issue bonds.

l. Rights of parties in possession.

m. Any visible and apparent easement, either public or private, the existence of which is not disclosed by the public records as defined herein, including, but not limited to, roads or utilities in use on the land.
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 mechanic's, laborer's or materialman'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. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. We must be furnished with a field-note description of this property prepared by a licensed surveyor and furnished to us PRIOR TO CLOSING for our examination at which time further requirements and exceptions may be made. This description must be used in the conveyance to our insured.

7. We must be furnished a waiver as to the "rights of parties in possession" exception.

8. We must be furnished proof there has been no change in the marital history of the record owner(s) herein from the time acquired this property on November 28, 1994 to date. If there has been a change in the marital history, further requirements may be necessary.

9. If record owners are married and this property is any part of the homestead of the record owners, the spouse must join in the execution of the deed conveying this property and, PRIOR TO CLOSING, we must be furnished the spouse's name for a search in the general index.

10. Since this property is located in the Upper Brushy Creek Water Control and Improvement District, we must be furnished the Notice to Purchaser as required by Section 49.452 of the Texas Water Code. This notice must be given to the purchaser prior to the final closing of the proposed transaction AND SAID NOTICE MUST BE FILED OF RECORD.

11. The policy to be issued will except from its coverage subsequent tax assessments for prior years due to a change in land usage or ownership. The parties to this transaction should agree on who will pay these taxes should they occur.

12. Note: (for Information only) Stuart Gregory Farley, Hal Patrick Farley and Nina Diana Farley aka Nina
SCHEDULE C

Bates were conveyed this property in deed dated March 14, 2003, recorded under Document No. 2003028462, Official Public Records, Williamson County, Texas. Hal Patrick Farley conveyed 1/2 interest in and to Grantors 1/3 interest to Stuart Gregory Farley by deed dated May 16, 2006, recorded under Document No. 2006040534, Official Public Records, Williamson County, Texas.

13. The proposed transaction may involve subdividing property in violation of provisions of the Texas Local Government Code, the Texas Property Code, and local ordinances. The consequences of the violation of such provisions are excluded from the coverage of all policies. The seller and buyer are advised to consult with local regulatory agencies and/or legal counsel concerning this issue. The buyer must acknowledge in writing that the Company has not made any representations as to whether the proposed transaction is in compliance with the above mentioned provisions.

14. NOTE TO CLOSER: COLLECT AN ADDITIONAL $2.00 FOR EACH OWNER'S POLICY AND $2.00 FOR EACH LOAN POLICY ISSUED ON CLOSINGS OCCURRING ON OR AFTER MAY 1, 2019, FOR "STATE OF TEXAS POLICY GUARANTY FEE" AND REMIT TO GEORGETOWN TITLE COMPANY, INC.

15. AT TIME OF CLOSING THIS PROPERTY MUST BE UPDATED BY THIS OFFICE, AT WHICH TIME FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE MADE.
COMMITMENT
SCHEDULE D

Policy Commitment No.: 190075301

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2018:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinafore set forth are as follows:
   Stewart Information Services Corporation, 70%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinafore set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killiea and David C. Hisley.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinafore set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisley, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rabie, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President - Direct Operations; Steven M. Lassack, Group President - International Operations; Patrick Beall, Group President; John Killiea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Regional Underwriting Counsel.

As to Georgetown Title Company, Inc. (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:
   David Slaid Hays, Michael Scott Cumberland, Karen Lynne Cumberland, Tammy Lane Bacon Hays

B-2: Shareholders, owners, partners or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of Title Insurance Agent are as follows:

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
   David Slaid Hays, Michael Scott Cumberland

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:
   Michael Scott Cumberland, President and Treasurer; David Slaid Hays, Sr. Vice-President

C-1. 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$5,666.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td></td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$5,666.00</td>
</tr>
</tbody>
</table>

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent, and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title 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: __________________________
**STG Privacy Notice**
Stewart Title Companies

**WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some, but not all, sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver’s license number.

All financial companies, such as the Stewart Title Companies, need to share customers’ personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to customer orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you. For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

**SHARING PRACTICES**

| How often do the Stewart Title Companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do the Stewart Title Companies protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| How do the Stewart Title Companies collect my personal information? | We collect your personal information, for example, when you request insurance-related services. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056
Georgetown Title Company, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

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 Georgetown Title Company, Inc.

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 with us 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. Affiliates are companies related by common ownership or control and can be financial and non-financial companies. Non-affiliates are companies not related by common ownership or control and can be financial and non-financial companies.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

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 nonpublic personal information.

07/12/05
IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER
1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT
1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS
1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL
1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149134
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are stated in 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 the 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 wish to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and the 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 the 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 1-800-729-1992 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may review 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 1-800-292-3459.

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" (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with the 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.
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.

stewart title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY 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.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

[Signature]
Authorized Countersignature

Georgetown Title Company, Inc.
702 Rock Street
Georgetown, TX 78626

Matt Morris
President and CEO

[Signature]
Denise Carraux
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

T-7 TX Commitment for Title Insurance Jacket STG
(Rev. 1/3/14)

File No.: 190075301
CONDITIONS AND STIPULATIONS

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

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.
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: $1,067,220.00
       PROPOSED INSURED:  JMZ Land Company, LLC
   
   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
       --ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount: $
       PROPOSED INSURED:
   
   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:
   
   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:
   
   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
       Binder Amount: $
       PROPOSED INSURED:
       Proposed Borrower:
   
   (f) OTHER -
       Policy Amount: $
       PROPOSED INSURED:

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

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

   STUART GREGORY FARLEY, HAL PATRICK FARLEY AND NINA DIANA FARLEY ALSO KNOWN AS NINA
   BATES

4. Legal description of the land:

   7.0226 acres of land, more or less, out of the WILLIAM GATLIN SURVEY, Abstract No. 271, in Williamson
   County, Texas, and being more fully described by metes and bounds in Exhibit "A" attached hereto and
   made a part hereof.

   The Company does not represent that the above acreage or square footage calculations are correct.
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):

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

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

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

5. Standby fees, taxes and assessments by any taxing authority for the year ______, 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 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 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.):

SCHEDULE B

EXCEPTIONS FROM COVERAGE


c. Channel easement dated February 25, 1953, granted by Hal C. Farley and wife, Juanita S. Farley to State of Texas, recorded in Volume 386, Page 586, Deed Records, Williamson County, Texas.


g. Ordinance No. 09-002-00 filed April 21, 2009, by City of Hutto, Texas, recorded under Document No. 2009026658, Official Public Records, Williamson County, Texas.


j. Terms, provisions and conditions of any leases, not of record.

k. The rights of Upper Brushy Creek Water Control and Improvement District to levy taxes and issue bonds.

l. Rights of parties in possession.

m. Any visible and apparent easement, either public or private, the existence of which is not disclosed by the public records as defined herein, including, but not limited to, roads or utilities in use on the land.

n. Any unrecorded easement, either public or private, which exists or may later be claimed as existing for construction, maintenance, repair and/or replacement of the power pole and fiber optic boxes crossing the land as shown on survey dated June 30 2020, by Chien Y. Lee, Registered Professional Land Surveyor No. 5771 of Hejl, Lee & Associates, Inc.
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 mechanic's, laborer's or materialman'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. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. Item intentionally deleted.

7. We must be furnished a waiver as to the “rights of parties in possession” exception.

8. We must be furnished proof there has been no change in the marital history of the record owner(s) herein from the time acquired this property on November 28, 1994 to date. If there has been a change in the marital history, further requirements may be necessary.

9. If record owners are married and this property is any part of the homestead of the record owners, the spouse must join in the execution of the deed conveying this property and, PRIOR TO CLOSING, we must be furnished the spouse's name for a search in the general index.

10. Since this property is located in the Upper Brushy Creek Water Control and Improvement District, we must be furnished the Notice to Purchaser as required by Section 49.452 of the Texas Water Code. This notice must be given to the purchaser prior to the final closing of the proposed transaction AND SAID NOTICE MUST BE FILED OF RECORD.

11. The policy to be issued will except from its coverage subsequent tax assessments for prior years due to a change in land usage or ownership. The parties to this transaction should agree on who will pay these taxes should they occur.

12. Note: (for Information only) Stuart Gregory Farley, Hal Patrick Farley and Nina Diana Farley aka Nina Bates were conveyed this property in deed dated March 14, 2003, recorded under Document No. 2003028462, Official Public Records, Williamson County, Texas. Hal Patrick Farley conveyed 1/2 interest in
SCHEDULE C

and to Grantors 1/3 interest to Stuart Gregory Farley by deed dated May 16, 2006, recorded under Document No. 2006040534, Official Public Records, Williamson County, Texas.

13. The proposed transaction may involve subdividing property in violation of provisions of the Texas Local Government Code, the Texas Property Code, and local ordinances. The consequences of the violation of such provisions are excluded from the coverage of all policies. The seller and buyer are advised to consult with local regulatory agencies and/or legal counsel concerning this issue. The buyer must acknowledge in writing that the Company has not made any representations as to whether the proposed transaction is in compliance with the above mentioned provisions.

14. NOTE TO CLOSER: COLLECT AN ADDITIONAL $2.00 FOR EACH OWNER'S POLICY AND $2.00 FOR EACH LOAN POLICY ISSUED ON CLOSINGS OCCURRING ON OR AFTER MAY 1, 2019, FOR "STATE OF TEXAS POLICY GUARANTEE FEE" AND REMIT TO GEORGETOWN TITLE COMPANY, INC.

15. AT TIME OF CLOSING THIS PROPERTY MUST BE UPDATED BY THIS OFFICE, AT WHICH TIME FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE MADE.
Policy Commitment No.: 190075301

The information contained in this Schedule (D) does not affect title or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2018:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:
   Stewart Information Services Corporation - 100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rabie, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President – Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Georgetown Title Company, Inc. (Title Insurance Agent), the following disclosures are made:

B-1. Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:
   David Slaid Hays, Michael Scott Cumberland, Karen Lynne Cumberland, Tammy Lane Bacon Hays

B-2. Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns, or controls one percent (1%) or more of Title Insurance Agent are as follows:

B-3. If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
   David Slaid Hays, Michael Scott Cumberland

B-4. If Title Insurance Agent is a corporation, the following is a list of its officers:
   Michael Scott Cumberland, President and Treasurer, David Slaid Hays, Sr. Vice-President

C-1. 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$5,866.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td></td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,866.00</strong></td>
</tr>
</tbody>
</table>

Of this total amount 15% will be paid to Stewart Title Guaranty 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>
<tbody>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.*
EXHIBIT "A"

FIELD NOTES

Being a tract of land located in the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas. Said 7.0226 acres being out of a called 28.58 acre tract of land recorded in the name of Stuart Gregory Farley in Document Number 2006040534 of the Official Public Records of Williamson County Texas (O.P.R.W.C.), said 7.0226 acre tract of land being more particularly described by metes and bounds description as follows (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations;

Beginning at a 5/8-inch iron rod found for the southwest corner of said 28.58 acre tract, said iron rod being the northwest corner of a called 35.67 acre tract of land recorded in the name of Hutto Independent School District in Document Number 2003108291, O.P.R.W.C., said iron rod also being on the easterly Right-of-Way (R.O.W.) line of County Road 137 (80-foot R.O.W.);

Thence, with the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 137, the following two (2) courses and distances;

1. 294.76 feet along the arc of a curve to the right, said curve having a central angle of 08°37' 00"; a radius of 1,960.00 feet and a chord that bears N 20°20'19" E, a distance 294.49 feet to a ½-inch iron rod set;
2. N 24°43'26" E, a distance of 85.71 feet, to a ½-inch iron rod set, from which, a 5/8-inch iron rod found for an angle point on the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 137, bears N 24°43'26" E, a distance of 213.29 feet;

Thence, through and across said 28.58 acre tract the following two (2) courses and distances;

1. S70°28'25" E, a distance of 800.00 feet to a ½-inch iron rod set;
2. S21°19'36" W, a distance of 380.00 feet to a ½-inch iron rod set on the southerly line of said 28.58 acre tract, said iron rod being on the northerly line of the aforesaid 35.67 acre tract, from which, a 5-8-inch iron rod found for the southeasterly corner of said 28.58 acre tract bears, S70°28'25" E, a distance of 922.50 feet;

Thence, with the southerly line of said 28.58 acre tract and the northerly line of said 35.67 acre tract, N70°28'25" W, a distance of 800.00 feet to the POINT OF BEGINNING and containing 7.0226 acre of land, more or less.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, condition III survey.

Prepared by Hejl, Lee & Associates, Inc. (TBPLS Firm No. 10058500)

Chien Y. Lee
Registered Professional Land Surveyor No. 5771
Date: June 30, 2020

FIELD NOTES FOR 7.0226 ACRE TRACT 2020-06-30.DOC
STEWART TITLE GUARANTY COMPANY

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
STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates to market to you— For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices? We must notify you about our sharing practices when you request a transaction.

How do the Stewart Title Companies protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.

How do the Stewart Title Companies collect my personal information? We collect your personal information, for example, when you
- request insurance-related services
- provide such information to us
We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.

What sharing can I limit? Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056
Georgetown Title Company, Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

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 Georgetown Title Company, Inc.

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. Affiliates are companies related by common ownership or control and can be financial and non-financial companies. Non-affiliates are companies not related by common ownership or control and can be financial and non-financial companies.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

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 nonpublic personal information.

07/12/05
IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER
1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT
1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance
   company or agent,
2. whether an insurance company or agent
   is licensed,
3. complaints received against an insurance
   company or agent,
4. policyholder rights, and
5. a list of consumer publications and
   services available through the
   Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS
1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL
1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de
   una compania de seguros o agente de
   seguros,
2. si una compania de seguros o agente de
   seguros tiene licencia,
3. quejas recibidas en contra de una
   compania de seguros o agente de
   seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios
   para consumidores disponibles a traves
   del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007
| STEWART TITLE GUARANTY COMPANY  
| TEXAS TITLE INSURANCE INFORMATION |

| Title insurance insures you against loss resulting from certain risks to your title. |
| El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. |

| 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 Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la policía 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 lawn, 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 1-800-729-1902 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, adveres 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.
FIELD NOTES

Being a tract of land located in the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas. Said 7.0226 acres being out of a called 28.58 acre tract of land recorded in the name of Stuart Gregory Farley in Document Number 2006040534 of the Official Public Records of Williamson County Texas (O.P.R.W.C.), said 7.0226 acre tract of land being more particularly described by metes and bounds description as follows (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations;

Beginning at a 5/8-inch iron rod found for the southwest corner of said 28.58 acre tract, said iron rod being the northwest corner of a called 35.67 acre tract of land recorded in the name of Hutto Independent School District in Document Number 2003108291, O.P.R.W.C., said iron rod also being on the easterly Right-of-Way (R.O.W.) line of County Road 137 (80-foot R.O.W.);

Thence, with the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 137, the following two (2) courses and distances;

1. 294.76 feet along the arc of a curve to the right, said curve having a central angle of 08°37’00”, a radius of 1,960.00 feet and a chord that bears N 20°20’19” E, a distance 294.49 feet to a ½-inch iron rod set;
2. N 24°43’26” E, a distance of 85.71 feet, to a ½-inch iron rod set, from which, a 5/8-inch iron found for an angle point on the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 137, bears N 24°43’26” E, a distance of 213.29 feet;

Thence, through and across said 28.58 acre tract the following two (2) courses and distances;

1. S70°28’25” E, a distance of 800.00 feet to a ½-inch iron rod set;
2. S21°19’36” W, a distance of 380.00 feet to a ½-inch iron rod set on the southerly line of said 28.58 acre tract, said iron rod being on the northerly line of the aforesaid 35.67 acre tract, from which, a 5-8-inch iron rod found for the southeasterly corner of said 28.58 acre tract bears, S70°28’25” E, a distance of 922.50 feet;

Thence, with the southerly line of said 28.58 acre tract and the northerly line of said 35.67 acre tract, N70°28’25” W, a distance of 800.00 feet to the POINT of BEGINNING and containing 7.0226 acre of land, more or less.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, condition III survey.

Prepared by Hejl, Lee & Associates, Inc. (TBPLS Firm No. 10058500)

Chien Y. Lee
Registered Professional Land Surveyor No. 5771
Date: June 30, 2020
SKETCH TO ACCOMPANY FIELD NOTES
WILLIAMSON COUNTY, TEXAS

NOTES
BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS. DISTANCES ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY APPLYING THE COMBINED ADJUSTMENT FACTOR 0.99991723462.

LEGEND
- FOUND IRON ROD
- IRON ROD SET
- FIRE HYDRANT
- SANITARY MANHOLE
- POWER POLE
- GUY ANCHOR
- LIGHT POLE
- SIGN

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET, HUTTO, TX 78634
PH. (512) 842-3242
TBBF FIRM #755, TBPLS FIRM #15058500

BOUNDARY SKETCH FOR 7.0226 ACRE TRACT 2020-06-26.DWG
UPDATED: 6-30-2020
PROJECT NO. P20-01-03
SPECIAL WARRANTY DISTRIBUTION DEED

Date: March 14, 2003.


Grantor's Mailing Address (including county):
2316 El Paso Street
Clovis, Fresno County, California 93611

Grantees:
1) Hal Patrick Farley
2) Stuart Gregory Farley
3) Nina Diana Farley (a/k/a Nina Bates)

Grantees' Mailing Addresses (including county):
1) 1525 E. Shaw Ave., Suite 101
   Fresno, Fresno County, California 93710
2) 2316 El Paso Street
   Clovis, Fresno County, California 93611-8124
3) P.O. Box 333
   Raymond, California 93653-0333

Consideration: $10.00 and other good and valuable consideration and pursuant to the provisions of Item III, Termination and Distribution, of the Farley Family Trust which requires distribution of the principal and accumulated income of the Farley Family Trust to the Grantees upon the death of Settlor, Hal D. Farley, who has died.

Property (including any improvements): all of the undivided one-fourth (1/4) interest of the Farley Family Trust dated March 23, 1996 in three adjoining tracts of land out of the William Gatlin Survey, Abstract No. 271, Williamson County, Texas, two miles SE of Hutto, as further described the attached Exhibit "A".
Reservations from and Exceptions to Conveyance and Warranty:

1. Easements, right-of-way and prescriptive rights, whether of record or not;

2. All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;

3. Rights of adjoining owners in any walls and fences situated on a common boundary;

4. Any discrepancies, conflicts or shortages in area or boundary lines;

5. Any encroachments or overlapping of improvements;

6. Any other matter affecting the property which would be disclosed by a physical inspection of the property or an accurate survey of the property;

7. Grantor makes no representations or warranties to Grantee that the subject premises are in full compliance with all environmental laws and regulations, whether federal, state or local;

8. Standby fees and taxes for 2003, the payment of which Grantees assume.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, deliver and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' heirs, executors, administrators, successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, through and under Grantors, but not otherwise.

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

March 29, 2003
Date

Hal Patrick Farley, Trustee of the Farley Family Trust dated March 23, 1996

March 14, 2003
Date

Stuart Gregory Farley, Trustee of the Farley Family Trust dated March 23, 1996
STATE OF CALIFORNIA  
COUNTY OF FRESNO  

This instrument was acknowledged before me on the 20 day of March, 2003, by Hal Patrick Farley, Trustee of the Farley Family Trust dated March 23, 1996, a person known to me who stated on his oath that he did sign same for the purposes and consideration therein expressed and in the capacity stated.

Seal

Notary Public, State of California  
Printed Name of Notary  
July 9, 2005  
Notary's Commission Expires

STATE OF CALIFORNIA  
COUNTY OF FRESNO  

This instrument was acknowledged before me on the 14 day of March, 2003, by Stuart Gregory Farley, Trustee of the Farley Family Trust dated March 23, 1996, a person known to me who stated on his oath that he did sign same for the purposes and consideration therein expressed and in the capacity stated.

Seal

Notary Public, State of California  
Printed Name of Notary  
July 9, 2005  
Notary's Commission Expires

AFTER RECORDING RETURN TO:  
G. Ward Beaudry  
Winn, Beaudry & Wirm, L.L.P.  
4200 Thanksgiving Tower  
1601 Elm Street  
Dallas, Texas 75201  
214/969-0001  
214/969-0005 Fax  

PREPARED IN THE LAW OFFICE OF:  
Winn, Beaudry & Wirm, L.L.P.  
4200 Thanksgiving Tower  
1601 Elm Street  
Dallas, Texas 75201  
214/969-0001  
214/969-0005 Fax  

SPECIAL WARRANTY DISTRIBUTION DEED - Page 3 of 3
DESCRIPTION

FOR A 40.846-ACRE TRACT OF LAND BEING A PORTION OF A TRACT OF LAND CONVEYED TO HAL FARLEY BY INSTRUMENT RECORDED IN VOLUME 294, PAGE 241 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 40.846-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on the center of an old cedar stake found in the roots of a 37" diameter hackberry tree, on a point being the northeast corner of the aforementioned Farley tract described in Volume 294, Page 241 of said Deed Records, said point being the northwest corner of a 133.7-acre tract of land conveyed to Annie Swindoll by instrument recorded in Volume 466, Page 352 of said Deed Records, said point being in the south boundary line of a 104.54-acre tract of land conveyed to Bernice Davenport by instrument recorded in Volume 1957, Page 747 of the Official Records of said County, said point also being the northeast corner and POINT OF BEGINNING hereof and from which a 5/8" iron rod found bears N00°41'38"W a distance of 0.28 feet;

THENCE departing the south boundary line of the aforementioned 104.54-acre tract, with the easterly boundary line of said Farley tract, in part with the westerly boundary line of said 133.7-acre tract S10°04'46"W a distance of 627.39 feet passing the northwest corner of a 3.08-acre tract of land conveyed to Elizabeth S. Sharpe and Edward W. Sharpe by instrument recorded in Volume 601, Page 328 of the Deed Records of said County, continuing on said course with the westerly boundary line of said 3.08-acre tract for a total distance of 1024.89 feet to an iron rod set on a point in the north right-of-way line of F. M. 1669 (variable right-of-way width), same being an angle point in a tract of land described in RIGHT-OF-WAY DEED recorded in Volume 386, Page 583 of said Deed Records, same being the southwest corner of said 3.08-acre tract and the southeast corner hereof;

THENCE departing the easterly boundary line of said Farley tract, same being the westerly boundary line of said 3.08-acre tract, with the northerly boundary line of said tract described in aforementioned RIGHT-OF-WAY DEED, the following seven (7) courses and distances:

1) N71°30'30"W for a distance of 616.77 feet to an iron rod set on a point of curvature;

2) 250.11 feet with an arc to the right having a central angle of 10°18'00", a radius of 1392.39 feet, a chord bearing of N67°21'30"W for a chord distance of 249.97 feet to an iron rod set on a point of tangency;

3) N65°12'30"W for a distance of 689.22 feet to an iron rod set on an angle point;

4) N62°39'30"W for a distance of 258.93 feet to an iron rod set on an angle point;

5) N55°48'13"W for a distance of 421.89 feet to a concrete highway right-of-way monument found on a point of curvature, said curve being non-tangent to this course;

6) 267.15 feet with an arc to the right having a central angle of 28°43'12", a radius of 532.96 feet, a chord bearing of N26°38'05"W for a distance of 264.36 feet to an iron rod set on point of termination of said curve, said curve being non-tangent to the following course;

7) N02°32'02"E for a distance of 225.39 feet to an iron rod set on an angle point in the boundary line of said tract described in aforementioned RIGHT-OF-WAY DEED, same being the southwest corner of the aforementioned 104.54-acre tract, same being a point in the northerly boundary line of aforementioned Farley tract, same also being the northwest corner of the herein described tract of land, and from which for reference a broken-top concrete highway right-of-way
monument found on the east right-of-way line of F. M. 1660 at Engineer's Centerline Station 77+33.5 bears N02°29'06"E a distance of 196.80 feet;

THENCE departing said right-of-way line of F. M. 1660, with the northerly boundary line of said Farley tract, same being the southerly boundary line of the aforementioned 104.54-acre tract S80°31'03"E for a distance of 2336.49 feet to the POINT OF BEGINNING and containing 40.846-acres of land.

Surveyed under the direct supervision of the undersigned:

Cecil Jackson Chisholm
Registered Professional Land Surveyor No. 4295

Date 5-14-96
DESCRIPTION

FOR A 186.17-ACRE TRACT OF LAND BEING A PORTION OF A TRACT OF LAND CONVEYED TO HAL FARLEY BY INSTRUMENT RECORDED IN VOLUME 294, PAGE 241 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF A 26.5-ACRE TRACT OF LAND SET APART TO H. A. FARLEY, DESCRIBED AS TRACT NO. 3 IN REPORT OF COMMISSIONERS IN PARTITION, RECORDED IN VOLUME 14, PAGE 114, CIVIL MINUTES, DISTRICT COURT, WILLIAMSON COUNTY, TEXAS, SAID 186.17-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING FOR REFERENCE on the center of an old cedar stake found in the roots of a 37" diameter hackberry tree, on a point being the northeast corner of the aforementioned Hal Farley tract described in Volume 254, Page 241 of said Deed Records, said point being the northwest corner of a 133.7-acre tract of land conveyed to Annie Swindoll by instrument recorded in Volume 466, Page 352 of said Deed Records, said point being in the south boundary line of a 104.54-acre tract of land conveyed to Bernice Davenport by instrument recorded in Volume 1957, Page 747 of the Official Records of said County, thence departing the south boundary line of the aforementioned 104.54-acre tract, with the easterly boundary line of said Hal Farley tract, in part with the westerly boundary line of said 133.7-acre tract, S100°04'46"W at a distance of 627.99 feet passing the northwest corner of a 3.08-acre tract of land conveyed to Elizabeth S. Sharpe and Edward W. Sharpe by instrument recorded in Volume 601, Page 328 of the Deed Records of said County, continuing on said course with the westerly boundary line of said 3.08-acre tract at a distance of 1024.83 feet passing an iron rod set on a point in the right-of-way line of F. M. 1660 (variable right-of-way width), same being an angle point in a tract of land described in RIGHT-OF-WAY DEED recorded in Volume 386, Page 583 of said Deed Records, same being the southwest corner of said 3.08-acre tract, continuing on said course for a total distance of 1105.39 feet to an iron rod set on an angle point in the tract of land described in aforementioned RIGHT-OF-WAY DEED, same being a point in the southerly right-of-way line of F. M. 1660, same being the northwest corner of a 46.92-acre tract of land described in aforementioned Deed recorded in Volume 601, Page 328, said point being the northeast corner and POINT OF BEGINNING hereof:

THENCE departing the aforementioned right-of-way line of F. M. 1660, with the easterly boundary line of said Hal Farley tract, same being the westerly boundary line of said 46.92-acre tract, the following three (3) courses and distances:

1) S10°04'46"W for a distance of 777.36 feet to the center of a 9" diameter wood post found on an angle point;

2) S20°73'46"W for a distance of 730.26 feet to a metal t-post in the center of the buried remains of an old wood post found on an angle point;

3) S12°07'03"W for a distance of 90.14 feet to an iron pipe found at a fence corner on an angle point, same being the northeast corner of a 53-acre tract of land conveyed to Stony Brook Ranch, Inc., called SECOND PARCEL by instrument recorded in Volume 611, Page 115, of said Deed Records;

THENCE departing the westerly boundary line of said 46.92-acre tract, with the boundary line of said Hal Farley tract; same being the northerly boundary line of said Stony Brook Ranch 53-acre tract, N79°53'55"W for a distance of 600.45 feet to an iron rod set on an interior angle point in said Hal Farley tract, same being the northwest corner of said Stony Brook Ranch 53-acre tract;
THENCE with the westerly boundary line of the said Stony Brook Ranch 53-acre tract, in part with said boundary line of the Hal Farley tract, S09°05'31"W at a distance of 459.44 feet passing an angle point in said Hal Farley tract, same being the northeast corner of the aforementioned H. A. Farley 26.5-acre tract, continuing on said course with the westerly boundary line of said H. A. Farley 25.5-acre tract, same being the westerly boundary line of said Stony Brook Ranch 53-acre tract, for a total distance of 2983.85 feet to an iron rod set on an angle point hereof, same being the northeast corner of a 6.5-acre tract of land being a portion of the aforementioned H. A. Farley 26.5-acre tract, said 6.5-acre conveyed to Stony Brook Ranch, Inc., called THIRD PARCEL by instrument recorded in Volume 611, Page 125 of said Deed Records;

THENCE departing the westerly boundary line of said 53-acre tract, with the northerly boundary line of said 6.5-acre tract, N00°05'29"W for a distance of 321.11 feet to an iron rod set on an angle point hereof, same being the northeast corner of said 6.5-acre tract, same being a point in the common boundary line of aforementioned Hal Farley tract and H. A. Farley 26.5-acre tract;

THENCE with said common boundary line of the Hal Farley tract and said 6.5-acre tract S09°05'31"W for a distance of 71.09 feet to a 1" square iron rod found on an angle point in the boundary line of said Hal Farley tract, same being the northeast corner of a 10.5-acre tract of land conveyed to Stony Brook Ranch, Inc., called FOURTH PARCEL by instrument recorded in Volume 611, Page 125 of said Deed Records;

THENCE departing the westerly boundary line of said 6.5-acre tract, with the northerly boundary line of said Hal Farley tract, same being in part the northerly boundary line of said 10.5-acre tract, N57°13'55"W at a distance of 666.97 feet passing the northwest corner of said 10.5-acre tract, same being a corner of a 16-acre tract of land conveyed to Stony Brook Ranch, Inc., called SIXTH PARCEL by instrument recorded in Volume 611, Page 125 of said Deed Records, continuing on said course with the boundary line of said 16-acre tract for a total distance of 351.94 feet to an iron rod set on an angle point and from which a 7' diameter wood post bears S57°13'55"E a distance of 1.64 feet;

THENCE continuing with said common boundary line of the Hal Farley tract and the 16-acre tract, the following two (2) courses and distances:

1) N05°01'22"W for a distance of 1736.24 feet to an iron rod found at the base of an old cedar post, said iron rod being on an angle point in the westerly boundary line hereof;

2) N79°02'04"W for a distance of 52.32 feet to an iron rod found in a fence line, said iron rod being on the southeast corner of a 0.24-acre tract of land described in RIGHT-OF-WAY DEED recorded in Volume 2078, Page 189 of the Official Records of said County, same being the northeast corner of a 0.566-acre tract of land described in RIGHT-OF-WAY DEED recorded in Volume 2099, Page 643 of said Official Records, same being a point in the east right-of-way line of County Road No. 137, being also an angle point hereof;

THENCE departing said common boundary line of the Hal Farley tract and the 16-acre tract, with the easterly boundary line of said 0.24-acre right-of-way tract, N09°56'29"E for a distance of 491.17 feet to an iron rod set on an angle point;

THENCE continuing with the easterly boundary line of said 0.24-acre tract N00°37'29"E for a distance of 84.92 feet to an iron rod set on the most northerly angle point of said 0.24-acre tract, same being the most southerly point in the common boundary line, as established herein, for the easterly right-of-way of County Road No. 137 and the tract described hereof;

THENCE departing the boundary line of said 0.24-acre tract, with the easterly right-of-way line of County Road No. 137 the following nine (9) courses and distances:
1) N19°53'32"E for a distance of 124.02 feet to an iron rod set on a point of curvature;

2) 409.72 feet with an arc to the right having a central angle of 14°58'16", a radius of 1603.74 feet, a chord bearing of N27°12'39"E for a chord distance of 408.60 feet to an iron rod set on a point of tangency;

3) N34°31'47"E for a distance of 290.04 feet to an iron rod set on a point of curvature;

4) 496.99 feet with an arc to the left having a central angle of 35°29'57", a radius of 802.51 feet, a chord bearing of N16°47'19"E for a chord distance of 489.08 feet to an iron rod set on a point of tangency;

5) N00°57'10"W for a distance of 127.32 feet to an iron rod set on a point of curvature;

6) 223.85 feet with an arc to the left having a central angle of 20°09'05", a radius of 636.48 feet, a chord bearing of N11°01'43"W for a chord distance of 222.70 feet to an iron rod set on a point of tangency;

7) N21°06'15"W for a distance of 236.96 feet to an iron rod set on a point of curvature;

8) 272.50 feet with an arc to the right having a central angle of 30°25'45", a radius of 513.10 feet, a chord bearing of N05°53'22"W for a chord distance of 269.31 feet to an iron rod set on a point of tangency;

9) N09°19'30"E for a distance of 600.96 feet to an iron rod set on a point in the southerly right-of-way line of F. M. 1660 (variable right-of-way width), same being a point in the previously mentioned tract of land described in RIGHT-OF-WAY DEED recorded in Volume 386, Page 583, of the Deed Records of said County;

THENCE departing said easterly right-of-way line of County Road No. 137, with the southerly boundary line of said tract described in aforementioned RIGHT-OF-WAY DEED, the following six (6) courses and distances:

1) S63°32'58"E for a distance of 321.79 feet to an iron rod set on a point of curvature, said curve being non-tangent to this course;

2) 209.87 feet with an arc to the left having a central angle of 09°14'39", a radius of 1100.00 feet, a chord bearing of S58°22'00"E for a chord distance of 205.64 feet to an iron rod set on a point of tangency;

3) S62°59'30"E for a distance of 344.10 feet to an iron rod set on an angle point;

(Surveyor's note: The preceding three (3) courses and distances represent as accurately as possible the southerly boundary line of said tract described in aforementioned RIGHT-OF-WAY DEED. The metes and bounds description of this tract as recorded in said Deed contains ambiguities regarding an offset to a spiral curve.)

4) S63°12'30"E for a distance of 689.38 feet to an iron rod set on a point of curvature;
5) 264.69 feet with an arc to the left having a central angle of 10°18'00", a radius of 1472.39 feet, a chord bearing of S66°21'30"E for a chord distance of 264.33 feet to an iron rod set on a point of tangency.

6) S73°10'30"E for a distance of 625.76 feet to the POINT OF BEGINNING and containing 186.17-acres of land.

Surveyed under the direct supervision of the undersigned:

[Signature]

Cecil Jackson Halscheim  Date
Registered Professional Land Surveyor No. 4295

5-14-96
SPECIAL WARRANTY DISTRIBUTION DEED

Date: March 14, 2003.


Grantor's Mailing Address (including county):
2316 El Paso Street
Clovis, Fresno County, California 93611

Grantees:

1) Hal Patrick Farley
2) Stuart Gregory Farley
3) Nina Diana Farley (a/k/a Nina Bates)

Grantees' Mailing Addresses (including county):

1) 1525 E. Shaw Ave., Suite 101
   Fresno, Fresno County, California 93710

2) 2316 El Paso Street
   Clovis, Fresno County, California 93611-8124

3) P.O. Box 333
   Raymond, California 93653-0333

Consideration: $10.00 and other good and valuable consideration and pursuant to the provisions of Item III, Termination and Distribution, of the Farley Family Trust which requires distribution of the principal and accumulated income of the Farley Family Trust to the Grantees upon the death of Settlor, Hal D. Farley, who has died.

Property (including any improvements): all of the undivided one-fourth (1/4) interest of the Farley Family Trust dated March 23, 1996 in three adjoining tracts of land out of the William Gatlin Survey, Abstract No. 271, Williamson County, Texas, two miles SE of Hutto, as further described the attached Exhibit "A".
Reservations from and Exceptions to Conveyance and Warranty:

1. Easements, right-of-way and prescriptive rights, whether of record or not;

2. All presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;

3. Rights of adjoining owners in any walls and fences situated on a common boundary;

4. Any discrepancies, conflicts or shortages in area or boundary lines;

5. Any encroachments or overlapping of improvements;

6. Any other matter affecting the property which would be disclosed by a physical inspection of the property or an accurate survey of the property;

7. Grantor makes no representations or warranties to Grantee that the subject premises are in full compliance with all environmental laws and regulations, whether federal, state or local;

8. Standby fees and taxes for 2003, the payment of which Grantees assume.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, deliver and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' heirs, executors, administrators, successors or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, through and under Grantors, but not otherwise.

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

[Signatures]

March 29, 2003  
Date

March 14, 2003  
Date

SPECIAL WARRANTY DISTRIBUTION DEED - Page 2 of 3
STATE OF CALIFORNIA

COUNTY OF FRESNO

This instrument was acknowledged before me on the 20th day of March, 2003, by Hal Patrick Farley, Trustee of the Farley Family Trust dated March 23, 1996, a person known to me who stated on his oath that he did sign same for the purposes and consideration therein expressed and in the capacity stated.

Michael Ferguson
Commission # 1312591
Notary Public - California
Fresno County
My Comm. Expires Jul 9, 2005

Seal

Notary Public, State of California

Michael Ferguson
Printed Name of Notary

July 9, 2005
Notary's Commission Expires

STATE OF CALIFORNIA

COUNTY OF FRESNO

This instrument was acknowledged before me on the 14th day of March, 2003, by Stuart Gregory Farley, Trustee of the Farley Family Trust dated March 23, 1996, a person known to me who stated on his oath that he did sign same for the purposes and consideration therein expressed and in the capacity stated.

Michael Ferguson
Commission # 1312591
Notary Public - California
Fresno County
My Comm. Expires Jul 9, 2005

Seal

Notary Public, State of California

Michael Ferguson
Printed Name of Notary

July 9, 2005
Notary's Commission Expires

AFTER RECORDING RETURN TO:

G. Ward Beaudry
Winn, Beaudry & Winn, L.L.P.
4200 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
214/969-0001
214/969-0005 Fax

PREPARED IN THE LAW OFFICE OF:

Winn, Beaudry & Winn, L.L.P.
4200 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
214/969-0001
214/969-0005 Fax

SPECIAL WARRANTY DISTRIBUTION DEED - Page 3 of 3
DESCRIPTION

FOR A 40.846-ACRE TRACT OF LAND BEING A PORTION OF A TRACT OF LAND CONVEYED TO HAL FARLEY BY INSTRUMENT RECORDED IN VOLUME 294, PAGE 241 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 40.846-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING on the center of an old cedar stake found in the roots of a 37" diameter hackberry tree, on a point being the northeast corner of the aforementioned Farley tract described in Volume 294, Page 241 of said Deed Records, said point being the northwest corner of a 133.7-acre tract of land conveyed to Anna Swindoll by instrument recorded in Volume 466, Page 352 of said Deed Records, said point being in the south boundary line of a 104.54-acre tract of land conveyed to Berline Davenport by instrument recorded in Volume 1957, Page 747 of the Official Records of said County, said point also being the northeast corner and POINT OF BEGINNING hereof and from which a 5/8" iron rod found bears N60°41'38"W a distance of 0.28 feet;

THENCE departing the south boundary line of the aforementioned 104.54-acre tract, with the easterly boundary line of said Farley tract, in part with the westerly boundary line of said 133.7-acre tract S10°34'45"W at a distance of 627.59 feet passing the northwest corner of a 3.08-acre tract of land conveyed to Elizabeth S. Sharpe and Edward W. Sharpe by instrument recorded in Volume 561, Page 228 of the Deed Records of said County, continuing on said course with the westerly boundary line of said 3.08-acre tract for a total distance of 1024.89 feet to an iron rod set on a point in the north right-of-way line of F. M. 1669 (variable right-of-way width), same being an angle point in a tract of land described in RIGHT-OF-WAY DEED recorded in Volume 386, Page 583 of said Deed Records, same being the southwest corner of said 3.08-acre tract and the southeast corner hereof;

THENCE departing the easterly boundary line of said Farley tract, same being the westerly boundary line of said 3.08-acre tract, with the northerly boundary line of said tract described in aforementioned RIGHT-OF-WAY DEED, the following seven (7) courses and distances:

1) N73°30'30"W for a distance of 616.77 feet to an iron rod set on a point of curvature;

2) 250.21 feet with an arc to the right having a central angle of 10°18'00", a radius of 1392.39 feet, a chord bearing of N68°21'30"W for a chord distance of 249.97 feet to an iron rod set on a point of tangency;

3) N63°12'30"W for a distance of 689.22 feet to an iron rod set on an angle point;

4) N62°59'30"W for a distance of 258.93 feet to an iron rod set on an angle point;

5) N55°48'13"W for a distance of 421.89 feet to a concrete highway right-of-way monument found on a point of curvature, said curve being non-tangent to this course;

6) 267.15 feet with an arc to the right having a central angle of 28°43'12", a radius of 532.96 feet, a chord bearing of N26°38'06"W for a distance of 264.36 feet to an iron rod set on point of termination of said curve, said curve being non-tangent to the following course;

7) N02°32'02"E for a distance of 215.59 feet to an iron rod set on an angle point in the boundary line of said tract described in aforementioned RIGHT-OF-WAY DEED, same being the southwest corner of the aforementioned 104.54-acre tract, same being a point in the northerly boundary line of aforementioned Farley tract, same also being the northwest corner of the herein described tract of land, and from which for reference a broken-top concrete highway right-of-way
monument found on the east right-of-way line of F. M. 1660 at Engineer's Centerline Station 77+33.5 bears N02°29'06"E a distance of 196.80 feet.

THENCE departing said right-of-way line of F. M. 1660, with the northerly boundary line of said Farley tract, same being the southerly boundary line of the aforementioned 104.54-acre tract S10°31'03"E for a distance of 2338.49 feet to the POINT OF BEGINNING and containing 40.846-acres of land.

Surveyed under the direct supervision of the undersigned:

Cecil Jack Co. Chisholm
Registered Professional Land Surveyor No. 4295

CIC: SS
Job No. 808-001-10
FNS: SS

5-14-96
DESCRIPTION

FOR A 186.17-ACRE TRACT OF LAND BEING A PORTION OF A TRACT OF LAND CONVEYED TO H. A. FARLEY BY INSTRUMENT RECORDED IN VOLUME 294, PAGE 241 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF A 26.1-ACRE TRACT OF LAND SET APART TO H. A. FARLEY, DESCRIBED AS TRACT NO. 3 IN REPORT OF COMMISSIONERS IN PARTITION, RECORDED IN VOLUME 14, PAGE 114, CIVIL MINUTES, DISTRICT COURT, WILLIAMSON COUNTY, TEXAS, SAID 186.17-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING FOR REFERENCE on the center of an old cedar stake found in the roots of a 37" diameter hackberry tree, on a point being the northeast corner of the aforementioned Hal Farley tract described in Volume 294, Page 241 of said Deed Records, said point being the northwest corner of a 133.7-acre tract of land conveyed to Anne Swindoll by instrument recorded in Volume 466, Page 352 of said Deed Records, said point being in the south boundary line of a 104.54-acre tract of land conveyed to Bernie Davenport by instrument recorded in Volume 1937, Page 747 of the Official Records of said County, thence departing the south boundary line of the aforementioned 104.54-acre tract, with the easterly boundary line of said Hal Farley tract, in part with the westerly boundary line of said 133.7-acre tract S10°04'46"W at a distance of 627.59 feet passing the northwest corner of a 3.08-acre tract of land conveyed to Elizabeth S. Sharp and Edward W. Sharp by instrument recorded in Volume 601, Page 328 of the Deed Records of said County, continuing on said course with the westerly boundary line of said 3.08-acre tract at a distance of 1024.89 feet passing an iron rod set on a point in the north right-of-way line of F. M. 1660 (variable right-of-way width), same being an angle point in a tract of land described in RIGHT-OF-WAY DEED recorded in Volume 386, Page 583 of said Deed Records, same being the southwest corner of said 3.08-acre tract, continuing on said course for a total distance of 1105.39 feet to an iron rod set on an angle point in the tract of land described in aforementioned RIGHT-OF-WAY DEED, same being a point in the southerly right-of-way line of F. M. 1660, same being the northwest corner of a 46.92-acre tract of land described in aforementioned Deed recorded in Volume 601, Page 328, said point being the northeast corner and POINT OF BEGINNING hereto.

THENCE departing the aforementioned right-of-way line of F. M. 1660, with the easterly boundary line of said Hal Farley tract, same being the westerly boundary line of said 46.92-acre tract, the following three (3) courses and distances:

1) S10°04'46"W for a distance of 777.36 feet to the center of a 9" diameter wood post found on an angle point;

2) S20°33'46"W for a distance of 730.26 feet to a metal t-post in the center of the buried remains of an old wood post found on an angle point;

3) S12°02'03"W for a distance of 90.14 feet to an iron pipe found at a fence corner on an angle point, same being the northeast corner of a 53-acre tract of land conveyed to Stony Brook Ranch, Inc., called SECOND PARCEL by instrument recorded in Volume 611, Page 125, of said Deed Records;

THENCE departing the westerly boundary line of said 46.92-acre tract, with the boundary line of said Hal Farley tract, same being the northerly boundary line of said Stony Brook Ranch 53-acre tract, N77°53'55"W for a distance of 600.45 feet to an iron rod set on an interior angle point in said Hal Farley tract, same being the northwest corner of said Stony Brook Ranch 53-acre tract;
THENCE with the westerly boundary line of the said Stony Brook Ranch 53-acre tract, in part with said boundary line of the Hal Farley tract, S09°54'31"W at a distance of 459.44 feet passing an angle point in said Hal Farley tract, same being the northeast corner of the aforementioned H. A. Farley 26.5-acre tract, continuing on said course with the easterly boundary line of said H. A. Farley 26.5-acre tract, same being the westerly boundary line of said Stony Brook Ranch 53-acre tract, for a total distance of 2983.85 feet to an iron rod set on an angle point hereof, same being the northeast corner of a 6.5-acre tract of land being a portion of the aforementioned H. A. Farley 26.5-acre tract, said 6.5-acres conveyed to Stony Brook Ranch, Inc., called THIRD PARCEL by instrument recorded in Volume 611, Page 125 of said Deed Records;

THENCE departing the westerly boundary line of said 53-acre tract, with the northerly boundary line of said 6.5-acre tract, N00°55'29"W for a distance of 321.11 feet to an iron rod set on an angle point hereof, same being the northwest corner of said 6.5-acre tract, same being a point in the common boundary line of aforementioned Hal Farley tract and H. A. Farley 26.5-acre tract;

THENCE with said common boundary line of the Hal Farley tract and said 6.5-acre tract S09°54'31"W for a distance of 71.09 feet to a 1" square iron rod found on an angle point in the boundary line of said Hal Farley tract, same being the northeast corner of a 10.5-acre tract of land conveyed to Stony Brook Ranch, Inc., called FOURTH PARCEL by instrument recorded in Volume 611, Page 123 of said Deed Records;

THENCE departing the westerly boundary line of said 6.5-acre tract, with the southerly boundary line of said Hal Farley tract, same being in part the northerly boundary line of said 10.5-acre tract, N57°13'55"W at a distance of 666.87 feet passing the northwest corner of said 10.5-acre tract, same being a corner of a 16-acre tract of land conveyed to Stony Brook Ranch, Inc., called SIXTH PARCEL by instrument recorded in Volume 611, Page 125 of said Deed Records, continuing on said course with the boundary line of said 16-acre tract for a total distance of 851.94 feet to an iron rod set on an angle point and from which a 7" diameter wood post bears S57°13'55"E a distance of 1.64 feet;

THENCE continuing with said common boundary line of the Hal Farley tract and the 16-acre tract, the following two (2) courses and distances:

1) N05°01'22"W for a distance of 1736.24 feet to an iron rod found at the base of an old cedar post, said iron rod being on an angle point in the westerly boundary line hereof;

2) N79°02'04"W for a distance of 52.32 feet to an iron rod found in a fence line, said iron rod being on the southeast corner of a 0.24-acre tract of land described in RIGHT-OF-WAY DEED recorded in Volume 2076, Page 189 of the Official Records of said County, same being the southeast corner of a 0.566-acre tract of land described in RIGHT-OF-WAY DEED recorded in Volume 2099, Page 643 of said Official Records, same being a point in the east right-of-way line of County Road No. 137, being also an angle point hereof;

THENCE departing said common boundary line of the Hal Farley tract and the 16-acre tract, with the easterly boundary line of said 0.24-acre right-of-way tract, N09°56'29"E for a distance of 491.17 feet to an iron rod set on an angle point;

THENCE continuing with the easterly boundary line of said 0.24-acre tract N09°77'25"E for a distance of 84.92 feet to an iron rod set on the most northerly angle point of said 0.24-acre tract, same being the most southerly point in the common boundary line, as established herein, for the easterly right-of-way of County Road No. 137 and the tract described hereof;

THENCE departing the boundary line of said 0.24-acre tract, with the easterly right-of-way line of County Road No. 137 the following nine (9) courses and distances:
Jan 09 03 11:22p  S. Greg Farley 559-289-3857

Page 3
186.17-Acre Tract

(Surveyor's Note: The alignment as described by the following nine (9) courses and distances describing the easterly right-of-way line of County Road No. 137, same being the westerly boundary line hereof is contingent upon approval and acceptance by the Williamson County Commissioner's Court.)

1) N19°53'32"E for a distance of 124.02 feet to an iron rod set on a point of curvature;

2) 409.72 feet with an arc to the right having a central angle of 14°38'16", a radius of 1603.74 feet, a chord bearing of N27°12'39"E for a chord distance of 408.60 feet to an iron rod set on a point of tangency;

3) N34°31'47"E for a distance of 290.04 feet to an iron rod set on a point of curvature;

4) 496.99 feet with an arc to the left having a central angle of 35°28'57", a radius of 802.51 feet, a chord bearing of N16°47'19"E for a chord distance of 489.08 feet to an iron rod set on a point of tangency;

5) N00°57'10"W for a distance of 127.32 feet to an iron rod set on a point of curvature;

6) 223.85 feet with an arc to the left having a central angle of 20°09'05", a radius of 636.48 feet, a chord bearing of N11°01'43"W for a chord distance of 222.70 feet to an iron rod set on a point of tangency;

7) N21°06'15"W for a distance of 236.96 feet to an iron rod set on a point of curvature;

8) 272.50 feet with an arc to the right having a central angle of 30°15'43", a radius of 513.10 feet, a chord bearing of N05°53'22"W for a chord distance of 269.31 feet to an iron rod set on a point of tangency;

9) N09°19'30"E for a distance of 600.96 feet to an iron rod set on a point in the southerly right-of-way line of F. M. 1660 (variable right-of-way width), same being a point in the previously mentioned tract of land described in RIGHT-OF-WAY DEED recorded in Volume 386, Page 583, of the Deed Records of said County;

THENCE departing said easterly right-of-way line of County Road No. 137, with the southerly boundary line of said tract described in aforementioned RIGHT-OF-WAY DEED, the following six (6) courses and distances:

1) S61°32'58"E for a distance of 321.79 feet to an iron rod set on a point of curvature, said curve being non-tangent to this course;

2) 209.87 feet with an arc to the left having a central angle of 09°14'59", a radius of 1300.00 feet, a chord bearing of S58°22'00"E for a chord distance of 209.64 feet to an iron rod set on a point of tangency;

3) S62°59'30"E for a distance of 344.10 feet to an iron rod set on an angle point;

(Surveyor's note: The proceeding three (3) courses and distances represent as accurately as possible the southerly boundary line of said tract described in aforementioned RIGHT-OF-WAY DEED. The notes and bounds description of this tract as recorded in said Deed contains ambiguities regarding an offset to a spiral curve.)

4) S63°12'30"E for a distance of 689.38 feet to an iron rod set on a point of curvature;
5) 264.69 feet with an arc to the left having a central angle of 10°18'00", a radius of 1472.39 feet, a chord bearing of S68°21'30"E for a chord distance of 264.33 feet to an iron rod set on a point of tangency;

6) S73°30'30"E for a distance of 625.76 feet to the POINT OF BEGINNING and containing 186.17-acres of land.

Surveyed under the direct supervision of the undersigned:

[Signature]

Cecil Jackman Chisholm
Registered Professional Land Surveyor No. 4295

5-14-96

STATE OF TEXAS
COUNTY OF WILLIAMSON
This is to certify that the document was FILED and
RECORDED in the county Public Records of
Williamson County, Texas on the date and time
stamped below.

[Signature]
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Dock 9716605
Pages: 12
Date: 04-17-1997
Time: 03:02:33 P.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.

ELAINE BIZZELL
COUNTY CLERK
Rec. $ 31.00

Nancy E. Rister
03-31-2003 02:06 PM 20030208462
NANCY E. RISTER COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: May 12, 2006 to be effective May 12, 2006

Grantor: HAL PATRICK FARLEY, owning, occupying and claiming other property as homestead

Grantor's Mailing Address (including county): 1535 E. Shaw Ave, #101

Grantee: STUART GREGORY FARLEY

Grantee's Mailing Address (including county): 5970 E. Coppercreek

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO GRANTOR'S UNDIVIDED ONE-THIRD (1/3) INTEREST IN AND TO 20.55 ACRES OF LAND, MORE OR LESS, OUT OF THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 186.17 ACRE TRACT CONVEYED BY DEEDS RECORDED IN DOCUMENT NO. 9720120, OFFICIAL PUBLIC RECORDS, AND DOCUMENT NO. 2003022482, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 20.55 ACRES BEING MORE FULLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

1. Standby fees, taxes, and assessments by any taxing authority for the year 2006, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

2. A telephone line and appurtenances thereto granted to TEXAS POWER & LIGHT COMPANY in an instrument recorded in Volume 259, Page 127, Deed Records, Williamson County, Texas.
3. An electric transmission and/or distribution line easement granted to TEXAS POWER & LIGHT COMPANY in an instrument recorded in Volume 281, Page 598, Deed Records, Williamson County, Texas.

4. A pipe line easement granted to JONAH WATER SUPPLY CORP in an instrument recorded in Volume 399, Page 19, Deed Records, Williamson County, Texas.

5. A resolution described in a notice recorded in Volume 265, Page 64, Deed Records, Williamson County, Texas.

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

7. Homestead or community property or survivorship rights, if any, of any spouse of Grantee.

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

Grantor, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantor's heirs, successors, and assigns forever. Grantee binds Grantee and Grantor to warrant and forever defend all and singular the Property to Grantor and Grantor's heirs, successors, and assigns against every person whomsoever lawfully claiming or asserting the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor intends to convey an undivided one-half (1/2) interest to Grantee as such relates to the undivided one-third (1/3) interest in and to the Property held or owned by Grantee, so that after the conveyance evidenced by this deed Grantor's undivided interest in the Property is equal to one-third (1/3), and Grantee's undivided interest in the Property is equal to one-half (1/2).

GENERAL WARRANTY DEED -- PAGE 2

Austin Data, Inc. GT ADI17798 WM 2006040534.002
When the context requires, singular nouns and pronouns include the plural.

HAL PATRICK FARLEY
(Acknowledgment)

STATE OF CALIFORNIA
STATE OF TEXAS
COUNTY OF SANTA BARBARA
This instrument was acknowledged before me on May 14, 2006, by HAL PATRICK FARLEY.

SANDRA SALDIVAR
Notary Public - State of Texas
State of California

Return:

Independence Title Company
120 CR 119; Suite F
Hutto, TX 78634

GENERAL WARRANTY DEED - PAGE 3
DESCRIPTION

FOR A 28.58 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS, BEING PORTION OF A CALLED 186.17 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO STUART GREGORY FARLEY, ET AL. AND RECORDED IN DOCUMENT NO. 9720120 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID 28.58 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING LAND TITLE SURVEY, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found with "Baker-Aicklen" cap for the northeast corner of said 186.17 acre tract, same being the northwest corner of a called 53 acre tract of land as described in that deed to Stony Brook Ranch and recorded in Volume 611, Page 125 of the Deed Records of said county, being on the south right-of-way line of P.M. 1660 (right-of-way width varies), for the northeast corner and POINT OF BEGINNING hereof;

THENCE with the east line of said 186.17 acre tract, same being the east line of said 53 acre tract, the following two (2) courses and distances:

1) S 10° 06' 23" W for a distance of 777.32 feet to a 60D nail found in fence post for an angle point hereof, and

2) S 20° 32' 30" W for a distance of 33.33 feet to the northeast corner of a called 35.67 acre tract of land as described in that deed Hutto Independent School District and recorded in Document No. 2003108291 of the Official Records of said county, for the southeast corner hereof, from which a ¼" iron rod found with "Byrn" cap bears, S 68° 22' 50" E for a distance of 0.37 feet;

THENCE with north line of said 35.67 acre tract, N 68° 22' 50" W for a distance of 1722.50 feet to a ½" iron rod found with "Byrn" cap for the northwest corner of said 35.67 acre tract, being on the east right-of-way line of County Road 137 (right-of-way width varies), for the southwest corner hereof, from which a ½" iron rod found with "Diamond Surveying" on a point of tangency on the east right-of-way line of said County Road 137 bears, with the arc of a curve to the left, having a radius of 1960.00 feet, an arc length of 111.88 feet, a central angle of 03° 16' 14", and a chord which bears, S 16° 32' 22" W for a distance of 111.87 feet;

THENCE with the east right-of-way line of said County Road 137, three (3) courses and distance:

1) with the arc of a curve to the right, having a radius of 1960.00 feet, an arc length of 294.96 feet, a central angle of 08° 37' 21", and a chord which bears, N 23° 29' 09" E for a
CHANCE ~ EASEMENT 386.586

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THAT

on 22rd day of January A.D. 1922, in the County of Dallas, in the State of Texas, and in the presence of the Deeds Register of the said County, SS.,

We, the undersigned, Deeds Register of the said County, do hereby acknowledge the following instrument of conveyance, to-wit:

The instrument of conveyance is as follows:

OF DALLAS, DEPARTMENT OF REAL ESTATE

IN CONSIDERATION of the sum of Ten Dollars ($10.00), and other good and valuable considerations to be paid by the said party of the first part to the said party of the second part, the said party of the first part hereby conveys, transfers, assigns, and warrants unto the said party of the second part, a strip of land, viz.: a strip of land out of the No. Osage Survey, in Williamson County, Texas, approximately 200 feet long and 30 feet wide, lying adjacent to the east of the line of the said highway.

The centerline of said strip of land is approximately described by metes and bounds as follows:

Beginning at a point on the east boundary of the said highway, approximately 200 feet west of the said highway, and 30 feet south of the said highway,

Thence S 40° 30' E 200 feet, along the east boundary of the said highway.

The above described strip of land containing in all approximately 0.136 acres.

For the purpose of opening, constructing and maintaining a permanent right to and along the said strip of land, and for the purpose of laying out and reserving a strip of land for the purpose of making additions to, improvements on and rights to the said strip of land.

And it is further agreed that, the State and its officers, agents, employees, contractors, and said party of the second part, do hereby agree to pay for the purpose of making additions to, improvements on and rights to the said strip of land, an additional sum of Ten Dollars ($10.00) as aforesaid.

To have and to hold unto the said party of the second part, the said strip of land, together with all the rights and privileges appurtenant thereto, and all the appurtenances, to have and to hold the same unto the said party of the second part, forever.

WITNESS:.

[Signature]

[Signature]

JUANITA S. FAIRLEY
THE STATE OF TEXAS,

COUNTY OF WILLIAMSON

Know All Men by These Presents:

That we, Louis Mann and Wife, Bettie Mann,

of the County of Williamson, State of Texas, for and in consideration of
the sum of One Thousand Eight Hundred and NO/100 ($1,800.00)

Dollars, to-wit, in hand paid by John Dubos, the receipt of which is hereby
acknowledged and confessed,

WITNESS our hands and seals of office this the 25th day of December, 1933.

Louis Mann
Bettie Mann

WITNESS our hands and seals of office this the 25th day of December, 1933.

John Dubos

County Clerk

Filing No. 5307

Filed for Record on the 25th day of December, 1933.

Recorded by the

County Clerk

Williamson County, Texas
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that

and hereinafter called Grantor, in consideration of the sum of one dollar ($1.00) and other good and valuable consideration paid by

hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said

Grantee, its successors, and assigns, the perpetual easement with the right to:

stop, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove:

over and across the easement lands for the purpose for which the above mentioned rights are granted.

The easement hereby granted shall not exceed 15' in width, and Grantee is hereby

authorized to designate the course of the easement herein conveyed except that when it is to be installed, the easement herein granted shall be limited to a strip of land 15' in width center line thereof being the pipe line as

installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the
structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor's premises. This Agreement, together with other provisions of this right, shall constitute a covenant running with the
land for the benefit of the Grantee its successors, and assigns. The Grantees

coventant that they to the utmost of the above described lands and that said
lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this Instrument

this day of , 19--

[Signature]

The State of Texas

County of Williamson

A true copy of the foregoing instrument, and acknowledged to me that they (they) executed the same for the purposes and consideration therefor expressed

DULY EXECUTED IN WITNESS WHEREOF the said County Clerk of said County, at office in Georgetown, this

day of , 19--

[Signature]

The State of Texas

County of Williamson

By: [Signature]

Deputy

December 1, 1999

442-9

Rev. 8-24-71

UNITED STATES DEPARTMENT OF AGRICULTURE

Farmers Home Administration

RIGHT OF WAY EASEMENT (General Type Easement)

6127
THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

That STUART GREGORY FARLEY, HAL PATRICK FARLEY, AND NINA DIANA FARLEY A/K/A NINA BATES, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by the CITY OF HUUTO, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL, DEDICATE and CONVEY unto Grantee certain rights and interests in the nature of a perpetual water line and wastewater line easement to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove lines and all related facilities and improvements, together with the express right to maintain the easement area by clearing and removing vegetation, silt and debris which interfere with the purposes of the easement therefrom, in, upon, over, under, and across the following described property, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all intents and purposes hereunto and in any wise pertaining, showing a waterline and wastewater line easement being a 1.041 acre tract of land, more or less out of and a part of the William Gatlin Survey, Abstract No. 271, Williamson County, Texas; said tracts being more particularly described by metes and bounds as indicated.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of water line and wastewater line facilities, to-wit: lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, drainage pipes and all other subsurface water line and waste water line structures, and any necessary accessories, or operations.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The easement, rights and privileges granted herein are exclusive, and Grantor covenants...
that it will not convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon.

Grantor further grants to Grantee:

(a) the right to remove any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of any waterline structure, improvement or facility;

(b) the right of ingress to and egress from the easement over and across Grantor's property by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor;

(c) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the easement and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities thereon, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder.

(e) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use of the easement.

Grantee hereby covenants and agrees:

(a) Grantee shall either cause to be replaced, or provide compensation for replacement of, any fence on Grantor's property which is relocated as a result of the activities described herein;

(b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's property;

(c) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement.
Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said waterline facilities, and for making connections therewith; all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises which are outside the scope, purposes, or required use of the easement as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 3rd day of April, 2008.

GRANTOR:

[Signature]
Stuart Gregory Farley

[Signature]
Hal Patrick Farley

[Signature]
Nina Diana Farley
a/k/a Nina Bates

ACKNOWLEDGED AND CONSENTED:

WAG-A-BAG, INC.

By: __________________________

Its: __________________________
Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said waterline facilities, and for making connections therewith; all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises which are outside the scope, purposes, or required use of the easement as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whosoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 18th day of April, 2008.

GRANTOR:

Stuart Gregory Farley

Hal Patrick Farley

Nina Diana Farley
a/k/a Nina Bates

ACKNOWLEDGED AND CONSENTED:

WAG-A-BAG, INC.

By: __________________________
Its: __________________________
Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said waterline facilities, and for making connections therewith; all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises which are outside the scope, purposes, or required use of the easement as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ______ day of __________, 2008.

GRANTOR:

__________________________
Stuart Gregory Farley

__________________________
Hal Patrick Farley

__________________________
Nina Diana Farley
a/k/a Nina Bates

ACKNOWLEDGED AND CONSENTED:

WAG-A-BAG, INC.

By: _________________________
   __________________________
Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said waterline facilities, and for making connections therewith; all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises which are outside the scope, purposes, or required use of the easement as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of ____________, 2008.

GRANTOR:

________________________
Stuart Gregory Farley

________________________
Hal Patrick Farley

________________________
Nina Diana Farley
a/k/a Nina Bates

ACKNOWLEDGED AND CONSENTED:

WAG-A-BAG, INC.

By: _______________________
Its: President

3
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno

On 4/13/08 before me, Kimberly Tatum, Notary Public

personally appeared Stuart Greg Harley

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kimberly Tatum

______________

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ____________________________

Document Date: ____________________________

Number of Pages: ____________________________

Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________

☐ Individual

☐ Corporate Officer — Title(s): ____________________________

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Guardian or Conservator

☐ Other: ____________________________

Signer is Representing: ____________________________

Signer's Name: ____________________________

☐ Individual

☐ Corporate Officer — Title(s): ____________________________

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: ____________________________

Signer is Representing: ____________________________
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ______________

This instrument was acknowledged before me on the ___ day of _____________, 2008 by Stuart Gregory Farley, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF ______________

This instrument was acknowledged before me on the ___ day of _____________, 2008 by Hal Patrick Farley, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF ______________

This instrument was acknowledged before me on the ___ day of _____________, 2008 by Nina Diana Farley, a/k/a Nina Bates, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ____________________

This instrument was acknowledged before me on the ___ day of ____________, 2008 by Stuart Gregory Farley, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF ____________________

This instrument was acknowledged before me on the ___ day of ____________, 2008 by Hal Patrick Farley, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

THE STATE OF TEXAS CALIF.

COUNTY OF MADERA

This instrument was acknowledged before me on the ___ day of ____________, 2008 by Nina Diana Farley, a/k/a Nina Bates, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas CALIF.

Austin Data, Inc. GT ADI15229 WN 2008030261.009
THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on the 7th day of April, 2008
by Casey K. Rabie, in the capacity and for the purposes and consideration therein expressed.

JUDITH K. VANOVER
Notary Public, State of Texas

After recording please return to: Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664
FIELD NOTES FOR TRACT B

ALL OF THAT CERTAIN 1.041 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NUMBER 271, WILLIAMSON COUNTY, TEXAS, AND OUT OF A CALLED 28.58 ACRE TRACT OF LAND RECORDED IN THE NAME OF STUART GREGORY FARLEY IN DOCUMENT NUMBER 200604034634 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (The bearings described herein are based on the easterly line of said 28.58 acre tract being South 10 degrees 40 minutes 46 seconds West)

BEGINNING at a 1/2-inch iron rod found for the northeasterly corner of said 28.58 acre tract, said iron rod being the northwesterly corner of a called 46.92 acre tract of land recorded in the name of Elizabeth S. Sharpe in Volume 601, Page 328 (second tract) of the Williamson County Deed Records (W.C.D.R.), also being on the southerly Right-of-Way (R.O.W.) line of F.M. 1660 (80-foot R.O.W.):

Thence, with the easterly line of said 28.58 acre tract and the westerly line of said 46.92 acre tract, South 10 degrees 40 minutes 46 seconds West, a distance of 30.19 feet to a calculated point;

Thence, through and across said 28.58 acre tract the following three (3) courses and distances;

1. North 72 degrees 55 minutes 36 seconds West, a distance of 629.07 feet to a calculated point;
2. 270.18 feet along the arc of a curve to the right, said curve having a central angle of 10 degrees 18 minutes 13 seconds, a radius of 1,502.39 feet, and a chord that bears North 67 degrees 45 minutes 59 seconds West, a distance of 269.81 feet to a calculated point;
3. North 62 degrees 38 minutes 13 seconds West, a distance of 618.13 feet to a calculated point on the westerly line of said 28.58 acre tract, said point being on the easterly line of New C.R. 137 (R.O.W. varies);

Thence, with the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said New C.R. 137, North 31 degrees 47 minutes 26 seconds East, a distance of 30.09 feet to a 1/2-inch iron rod found for the northwesterly corner of said 28.58 acre tract, said iron rod being the intersection of the easterly R.O.W. line of said New C.R. 137 with the southerly R.O.W. line of aforesaid F.M. 1660;

Thence, with the northerly line of said 28.58 acre tract and the southerly R.O.W. line of said F.M. 1660 the following three (3) courses and distances;

1. South 62 degrees 38 minutes 13 seconds East, a distance of 615.81 feet to a calculated
point;
2. 264.79 feet along the arc of a curve to the left, said curve having a central angle of 10 degrees 18 minutes 14 seconds, a radius of 1,472.39 feet, and a chord that bears South 67 degrees 45 minutes 57 seconds East, a distance of 264.43 feet to a calculated point;
3. South 72 degrees 55 minutes 36 seconds East, a distance of 625.71 feet to the POINT OF BEGINNING and containing 1.041 acres of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in July of 2006 under my supervision.

Prepared by Vara Land Surveying, Inc.

[Signature]

Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: July 25, 2006
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2008030261

Nancy E. Rister

04/21/2008 02:35 PM
CMONEELY $36.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
TEMPORARY CONSTRUCTION EASEMENT
Brushy Creek Interceptor

THE STATE OF TEXAS § KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

That STUART GREGORY FARLEY, HALL PATRICK FARLEY AND NINA DIANA FARLEY A/K/A NINA BATES, and their successors and assigns (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by the CITY OF HUTTO, TEXAS, a Texas home-rule municipal corporation (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a Temporary Construction Easement to construct, install, inspect, reconstruct, rebuild, repair, and remove a water and/or wastewater system within the adjacent easement area and structures consisting of all necessary facilities, to-wit: lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, drainage pipes and all other subsurface water line and waste water line structures, and any necessary accessories, or operations thereto; such easement upon and across the following described property of Grantor, to-wit:

A 0.698 acre tract of land, more or less, both situated in the William Gatlin Survey, Abstract No. 271, Williamson County, Texas; said tracts further described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinafter described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction and maintenance of improvements, and for making connections therewith; all upon the condition that upon completion of construction and installation of the improvements, Grantee shall repair and restore the surface of said premises as nearly as is reasonably possible to the condition which the same was in before the work was undertaken.

This Temporary Construction Easement shall be for a term of eighteen (18) months, which time period shall begin on the date that project construction commences, or on October 1, 2008, whichever occurs first.

Grantee hereby covenants and agrees:

[Signature]

Austin Data, Inc. GT ADI15229 WM 2008030262.001
(a) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

(b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ______ day of ______, 2008.

GRANTOR:

[Signature]

Stuart Gregory Farley

[Signature]

Hal Patrick Farley

[Signature]

Nina Diana Farley
a/k/a Nina Bates

ACKNOWLEDGED AND CONSENTED:

WAG-A-BAG, INC.

By: ____________________________

Its: ____________________________
(a) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

(b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 18th day of April, 2008.

GRANTOR:

Stuart Gregory Farley

Hal Patrick Farley

Nina Diana Farley
aka Nina Bates

ACKNOWLEDGED AND CONSENTED:

WAG-A-BAG, INC.

By: ______________________

its: ______________________
(a) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

(b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this day of _____________, 2008.

GRANTOR:

__________________________
Stuart Gregory Farley

__________________________
Hal Patrick Farley

__________________________
Nina Diana Farley
a/k/a Nina Bates

ACKNOWLEDGED AND CONSENTED:

WAG-A-BAG, INC.

By: __________________________
Its: __________________________
(a) Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

(b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this ___ day of ____________, 2008.

GRANTOR:

__________________________
Stuart Gregory Farley

__________________________
Hal Patrick Farley

__________________________
Nina Diana Farley
a/k/a Nina Bates

ACKNOWLEDGED AND CONSENTED:

WAG-A-BAG, INC.

By: ________________________
   ________________________
   Pres.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Fresno

On 4/3/08 before me personally appeared Stuart Greg Farley who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and real attachment of this form to another document.

Description of Attached Document

Title or Type of Document: ___________________________________________________________

Document Date: __________________________ Number of Pages: __________________________

Signer(s) Other Than Named Above: _____________________________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________________________________________

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: __________________________

Signer is Representing: ___________________________________________________________

Signer's Name: ____________________________________________________________

☐ Individual
☐ Corporate Officer — Title(s):
☐ Partner — Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: __________________________

Signer is Representing: ___________________________________________________________
ACKNOWLEDGMENT

THE STATE OF TEXAS $§$ §
COUNTY OF ___________________________

This instrument was acknowledged before me on the ___ day of ____________, 2008
by Stuart Gregory Farley, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

THE STATE OF TEXAS $§$ §
COUNTY OF ___________________________

This instrument was acknowledged before me on the 15 day of April, 2008
by Hal Patrick Farley, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

THE STATE OF TEXAS $§$ §
COUNTY OF ___________________________

This instrument was acknowledged before me on the ___ day of ____________, 2008
by Nina Diana Farley, a/k/a Nina Bates, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF ____________________

$                         $                 $

This instrument was acknowledged before me on the ____ day of _________________, 2008
by Stuart Gregory Farley, in the capacity and for the purposes and consideration therein
expressed.

______________________________
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF ____________________

$                         $                 $

This instrument was acknowledged before me on the ____ day of _________________, 2008
by Hal Patrick Farley, in the capacity and for the purposes and consideration therein expressed.

______________________________
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF ______________

$                         $                 $

This instrument was acknowledged before me on the 28th day of March, 2008
by Nina Diana Farley, a/k/a Nina Bates, in the capacity and for the purposes and consideration
therein expressed.

______________________________
Notary Public, State of Texas
THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on the 24th day of April, 2008, in the capacity and for the purposes and consideration therein expressed.

by Cary K. Rabie, in the capacity and for the purposes and consideration therein expressed.

Judith K. Vannoy
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664
FIELD NOTES FOR TRACT B-TEMPORARY EASEMENT

ALL OF THAT CERTAIN 0.698 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NUMBER 271, WILLIAMSON COUNTY, TEXAS, AND OUT OF A CALLED 28.58 ACRE TRACT OF LAND RECORDED IN THE NAME OF STUART GREGORY FARLEY IN DOCUMENT NUMBER 2006040534 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (The bearings described herein are based on the easterly line of said 28.58 acre tract being South 10 degrees 40 minutes 46 seconds West)

COMMENCING at a 1/2-inch iron rod found for the northeasterly corner of said 28.58 acre tract, said iron rod being the northwesterly corner of a called 46.92 acre tract of land recorded in the name of Elizabeth S. Sharpe in Volume 601, Page 328 (second tract) of the Williamson County Deed Records (W.C.D.R.), also being on the southerly Right-of-Way (R.O.W.) line of F.M. 1660 (80-foot R.O.W.);

Thence, with the easterly line of said 28.58 acre tract and the westerly line of said 46.92 acre tract, South 10 degrees 40 minutes 48 seconds West, a distance of 30.19 feet to a calculated point for the POINT OF BEGINNING of the herein described tract;

Thence, continuing with the easterly line of said 28.58 acre tract and the westerly line of said 46.92 acre tract, South 10 degrees 40 minutes 48 seconds West, a distance of 20.13 feet to a calculated point;

Thence, through and across said 28.58 acre tract the following three (3) courses and distances:

1. North 72 degrees 55 minutes 36 seconds West, a distance of 631.32 feet to a calculated point;
2. 273.77 feet along the arc of a curve to the right, said curve having a central angle of 10 degrees 18 minutes 13 seconds, a radius of 1,522.39 feet, and a chord that bears North 67 degrees 45 minutes 58 seconds West, a distance of 273.40 feet to a calculated point;
3. North 62 degrees 38 minutes 13 seconds West, a distance of 619.67 feet to a calculated point on the westerly line of said 28.58 acre tract, said point being on the easterly line of New C.R. 137 (R.O.W. varies);

Thence, with the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said New C.R. 137, North 31 degrees 47 minutes 28 seconds East, a distance of 20.05 feet to a calculated point, from which a 1/2-inch iron rod found for the northwesterly corner of said 28.58 acre tract.
bears, North 31 degrees 47 minutes 26 seconds East, a distance of 30.05 feet;

Thence, through and across said 28.58 acre tract the following three (3) courses and distances;

1. South 62 degrees 38 minutes 13 seconds East, a distance of 618.13 feet to a calculated point;
2. 270.18 feet along the arc of a curve to the left, said curve having a central angle of 10 degrees 18 minutes 13 seconds, a radius of 1,502.39 feet, and a chord that bears South 67 degrees 45 minutes 58 seconds East, a distance of 269.81 feet to a calculated point;
3. South 72 degrees 55 minutes 38 seconds East, a distance of 629.07 feet to the POINT OF BEGINNING and containing 0.698 acre of land, more or less.

I hereby certify that these field notes were prepared by Vara Land Surveying, Inc., from a survey made on the ground in July of 2006 under my supervision.

Prepared by Vara Land Surveying, Inc.

Alan J. Horton
Registered Professional Land Surveyor No. 5768
Date: July 25, 2006
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS  2008030262

Nancy E. Rister
04/21/2008 02:35 PM
CMNEELY $69.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
WASTEWATER LINE EASEMENT

THE STATE OF CALIFORNIA)
COUNTY OF

THAT Stuart Gregory Farley of the County of Sacramento, State of California, Hal Patrick Farley of the County of Santa Barbara, State of California, and Nina Bates of the County of Madera, State of California, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to Grantor in hand paid by the CITY OF HUTTO, TEXAS, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien, express or implied, is retained, have this day GRANTED, SOLD, AND CONVEYED unto the CITY OF HUTTO, a municipal corporation, situated in the Counties of Williamson, State of Texas, the address is 401 West Front Street, Hutto, Texas 78634, its successors and assigns (hereinafter "Grantee"), an easement for the construction, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of wastewater lines and making connections therewith in, upon and across the following described land, to wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Williamson, State of Texas, described in EXHIBIT A attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to the City of Hutto and its successors and assigns together with the right and privilege at any and at all times to enter the Easement Tract, or any part thereof, for the purpose of construction, operation, maintenance, repair, replacement, upgrade, decommissioning and removal of wastewater lines and making connections therewith provided, however, that Grantor reserve the right to enter upon and use the Easement Tract but in no event shall Grantor (i) use the Easement Tract in any manner that interferes in any material way or is inconsistent with the rights granted hereunder, or (ii) erect or permit to be erected a building or structure on any portion of the Easement Tract. Grantee shall be obligated to restore the surface of the easement at Grantee's sole cost and expense, including the restoration of any sidewalks, driveways or similar surface improvements located, upon or adjacent to the Easement Tract which have been removed, relocated, altered, damaged or destroyed as a result of Grantee's use of the Easement granted hereunder provided, however, that Grantee shall not be obligated to restore or replace improvements installed in violation of the provisions of this Easement.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof subject to the matters set forth herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this 27th day of May, 2017.

Stuart Gregory Farley

Hal Patrick Farley

Nina Bates AKA

By:

By:

By:

Austin Data, Inc. GT ADI15229 WM 2017054204.001
FIELD NOTES

Being a tract of land located in the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas. Said 4,200 square foot tract being out of a called 28.58 acre tract of land recorded in the name of Stuart Gregory Farley, et. al. in Document Number 2006040534 of the Official Public Records of Williamson County Texas (O.P.R.W.C.), said 4,200 square foot tract of land being more particularly described by metes and bounds description as follows (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations);

COMMENCING at a 1/2-inch iron rod found for the southwest corner of said 28.58 acre tract, being the northwest corner of the 35.67 acre Hutto Independent School District (HISD) tract recorded in Document Number 2003108291, O.P.R.W.C., said iron rod also being on the easterly Right-of-Way (R.O.W.) line of County Road 137 (80-foot R.O.W.), from which an iron rod found on the west side of County Road 137, bears S 49º00'03" W and a distance of 139.58 feet;

THENCE, S 70º28'25" E, traveling along the north line of the said HISD tract and the south line of Farley tract, a distance of 800.00 feet to an iron rod found for the southeast corner of the proposed Statestreet Housing Subdivision, being the POINT OF BEGINNING of herein described tract;

THENCE, S 70º28'25" E, continue traveling along the north line of the said HISD tract and the south line of the said Farley tract, a distance of 210.00 feet to a point for the southeast corner of herein described tract;

THENCE, traveling the interior of the said Farley tract, the following three (3) courses and distances:

1. N 21º19'36" E, a distance of 20.00 feet to point, being the northeast corner of herein described tract;
2. N 70º28'25" W, a distance of 210.00 feet to a point on the proposed east line of said Statestreet Housing Subdivision, being the northwest corner of herein described tract;
3. S 21º19'36" W, along the east line of said Statestreet Housing Subdivision, a distance of 20.00 feet to the POINT OF BEGINNING and containing 4,200 square feet of land, more or less.

I hereby certify that the field notes were prepared by Hejl, Lee & Associates, Inc., from a survey made on the ground in May of 2017 under my supervision.

Prepared by Hejl, Lee & Associates, Inc. (TBPLS Firm No. 10058500)

Chien Y. Lee
Registered Professional Land Surveyor No. 5771
Date: May 22, 2017

PARLEY WW FIELD DESCRIPTION 5-22-2017.DOC

Austin Data, Inc. GT ADI15229 WM 2017054204.002
THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On June 6, 2017 before me, Caring Macias, Notary Public, personally appeared Stuart Gregory Farley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I, certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

On June 6, 2017 before me, Ellen S. Houser, Notary Public, personally appeared Hal Patrick Farley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I, certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

THE STATE OF CALIFORNIA
COUNTY OF MADERA

On May 27, 2017 before me, Karin A. Adams, Notary Public, personally appeared Nina Bates, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I, certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

After recordation return to:
City of Hutto
401 West Front Street
Hutto, Texas 78634

Austin Data, Inc. GT ADI15229 WM 2017054204.004
NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California  

County of Santa Barbara

On June 6, 2017, before me, Ellen S. Houser, Notary Public, personally appeared HAL PATRICK FARLEY who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ELLEN S. HOUSER

(Seal)
CIVIL CODE § 1189

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

On June 8, 2017 before me, K. Isherwood, Notary Public, personally appeared Stuart Greg Farsley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

(Optional)

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document:
Document Date:
Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer’s Name:
□ Corporate Officer — Title(s):
□ Partner — □ Limited □ General
□ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator
□ Other:
Signer Is Representing:

Signer’s Name:
□ Corporate Officer — Title(s):
□ Partner — □ Limited □ General
□ Individual □ Attorney in Fact
□ Trustee □ Guardian or Conservator
□ Other:
Signer Is Representing:

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California All-Purpose Acknowledgment

The so-called "all-purpose" acknowledgment wording, as prescribed in California Civil Code Section 11809(c), is mandatory for all acknowledgments taken in the state, whether the acknowledge is signing as an individual or a representative (partner, corporate officer, attorney in fact, trustee, etc.).

Law permits California Notaries to use an out-of-state acknowledgment form on a document that will be filed in that other state or U.S. jurisdiction, but only if the form does not require the Notary to determine or certify that the signer holds a particular representative capacity or to make other determinations and certifications not allowed by California law (Civil Code Section 11809(c)).

1. SALT, however, any acknowledged document must be recorded or filed in California must bear only an all-purpose certificate.

State law requires the "all-purpose" certificate wording to be used exactly as it appears in statute.

The optional section at the bottom can deter alteration of the document or fraudulent reattachment of this form to an unauthorized document. The insertions in this section are not required by law. Failure to fill out this section will not affect the validity of the certificate.

Instructions:

1. NAME OF COUNTY where Notary performs notarization.
2. DATE OF NOTARIZATION. Actual month, day, and year on which signer(s) appear(s) before Notary.
3. NAME & TITLE OF NOTARIZING OFFICER. In the case of a Notary, "Notary Public" would be the title.
4. NAME(S) OF SIGNER(S) appearing before Notary. Initials and spelling of name should agree with name(s) signed on document and ID card. Use through any remaining space.
5. SIGNATURE OF NOTARY exactly as name appears on commissioning papers, in space 3 and in seal.
6. NOTARY SEAL IMPRINT, clearly and legibly affixed.

SPACES 7-14 ARE OPTIONAL. Omission of information here will not affect the document's validity. However, completing these spaces can deter alteration of the document or fraudulent reattachment of this form to an unauthorized document.

7. TITLE OR TYPE OF DOCUMENT notarized, such as "Grant Deed."
8. DATE OF DOCUMENT notarized. Must but not all documents will have a date, usually at the top or following the signatory. If none, insert "No Date."
9. NUMBER OF PAGES in the notarized document. This may point out fraudulent addition or removal of pages. Do not count the certificate as a page. However, the certificate will be regarded as a page by recording officials in assessing recording fees.

10. SIGNER(S) OTHER THAN NAMED IN SPACE 4. Since all signers might not be named on the same notarial certificate, insert name(s) of signer(s) here that appear(s) or will appear on other certificates — as many as space allows. If there are a large number of signers, a notation such as "Mary Smith and 20 other signers" will suffice. If none, insert "no other signers."
11. NAME(S) OF SIGNER(S) from space 4 whose capacity and represented entity follow.
12. CAPACITY CLAIMED BY SIGNER. Check appropriate box to indicate whether signer is signing as individual (on his or her own behalf), or as corporate officer (indicate corporate title), partner (indicate whether "limited" or "general" partner), attorney in fact, trustee, guardian/custodian, or in another capacity.
13. DESCRIPTION OF OTHER CAPACITY(IES). A sing a capacity, such as "executor," may be indicated here, or a multiple capacity, such as "corporate officer signing for partnership in which corporation is partner."
14. NAME OF PERSON OR LEGAL ENTITY that signer is representing. It could, for example, be the name of an absent person represented by attorney in fact. It could be the name of a condominium association, such as "Blue Lagoon Condo Assn." Or it could be multiple entities, such as "XYZ Corp., partner in Mutual Enterprises, a partnership."
CERTIFICATION

STATE OF TEXAS
COUNTY OF WILLIAMSON
CITY OF HUTTO, TEXAS

I, Seth Gipson, City Secretary, do hereby certify that I am currently the custodian of the City of Hutto, Texas official records.

The attached Ordinance No. 0-16-08-18-9A, amends the Official Zoning Map of the City of Hutto, by changing the zoning of 7.0 acres, more or less, best described as The Farley Tract, out of the William Gatlin Survey, Abstract No. 271; in Williamson County from B-2 (General Commercial) to MF (Multi-Family) Zoning District. This is a true, exact, complete, and unaltered copy of the ordinance adopted by the Hutto City Council on August 18, 2016 as recorded in the official minutes of the Hutto City Council meeting.

CERTIFIED this 23rd day of August, 2016.

Seth Gipson, City Secretary

After Recording Please Return To:
City of Hutto
Attn: City Secretary
401 W. Front St.
Hutto, Texas 78634
ORDINANCE NO. O-16-08-18-9A

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR THE PROPERTY KNOWN AS THE FARLEY TRACT, 7.0 ACRES, MORE OR LESS, OF LAND, OUT OF THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271; IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", FROM B-2 (GENERAL COMMERCIAL) TO MF (MULTIFAMILY) ZONING DISTRICT; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, AND OPEN MEETING CLAUSE.

WHEREAS, a request has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the properties described in Exhibit "A" being attached hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed change in zoning on the 16th day of August, 2016, and;

WHEREAS, on the 18th day of August, 2016, after proper notification, the City Council held a public hearing on the requested amendment, and;

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, concerning public notices, hearings, and other procedural matters has been fully complied with.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

1.

That the City Council has considered and made findings on the following matters regarding the proposed amendment:

1) Consistency (or lack thereof) with the Comprehensive Plan; and
2) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and
3) Suitability of the property affected by the amendment for uses permitted by the district that would be made applicable by the proposed amendment; and
4) Suitability of the property affected by the amendment for uses permitted by the district applicable to the property at the time of the proposed amendment; and
5) Availability of water, wastewater and stormwater facilities suitable and adequate for the proposed use. That the Official Zoning Map of the City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter changed from B-2 (general commercial) to now be designated as MF (multifamily) Zoning District.

SECTION II. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

SECTION III. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the 18th day of August, 2016, at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED and ADOPTED on first reading of this 18th day of August, 2016, at a regular meeting of the City Council of Hutto, there being a quorum present.
CITY OF HUTTO, TEXAS

Doug Guh, Mayor

ATTEST:

Seth Gipson, City Secretary
PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO
ALL INTERESTED PERSONS
THAT THE HUTTO CITY COUNCIL
WILL HOLD A PUBLIC HEARING
REGARDING:

The zoning change for the Farley Tract,
approximately 7.0 acres, out of the Wm.
Gallin Survey, Abstract No. 271, located
on CR 137 south of FM 1660 S., from B-2
(general commercial) to MF (multifamily)
zonig district.

A public hearing will be held on
August 18, 2016 at 7:00 p.m.

Hutto City Hall
401 W. Front St., Hutto, Texas

For additional information the public
may contact Development Services at
512-759-3479 or planning@huttoTx.gov

Publication Date: July 31, 2016
FIELD NOTES

Being a tract of land located in the William Gatlin Survey, Abstract No. 271, in Williamson County, Texas. Said 7.0226 acres being out of a called 28.58 acre tract of land recorded in the name of Stuart Gregory Farley in Document Number 2006040534 of the Official Public Records of Williamson County Texas (O.P.R.W.C.), said 7.0226 acre tract of land being more particularly described by metes and bounds description as follows (bearings and distances are based on the Texas State Plane Coordinate System (NAD83), Central Zone, based on GPS observations):

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 28.58 acre tract, said iron rod being the northwest corner of a called 35.67 acre tract of land recorded in the name of Hutto Independent School District in Document Number 2003108291, O.P.R.W.C., said iron rod also being on the easterly Right-of-Way (R.O.W.) line of County Road 137 (80-foot R.O.W.);

THENCE, with the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 137, the following two (2) courses and distances;

1. 294.76 feet along the arc of a curve to the right, said curve having a central angle of 09° 37' 00"; a radius of 1,960.00 feet and a chord that bears N 20° 20' 19" E, a distance 294.49 feet to a 1/2-inch iron rod set;
2. N 24°43'26" E, a distance of 85.71 feet, to a 1/2-inch iron rod set, from which, a 5/8-inch iron rod found for an angle point on the westerly line of said 28.58 acre tract and the easterly R.O.W. line of said County Road 137, bears N 24°43'26" E, a distance of 213.29 feet;

THENCE, through and across said 28.58 acre tract the following two (2) courses and distances.

1. S 70°28'25" E, a distance of 800.00 feet to a ½-inch iron rod set;
2. S 21°19'36" W, a distance of 380.00 feet to a ½-inch iron rod set on the southerly line of said 28.58 acre tract, said iron rod being on the northerly line of the aforesaid 35.67 acre tract, from which, a 5/8-inch iron rod found for the southeasterly corner of said 28.58 acre tract bears, S 70°28'25" E, a distance of 922.50 feet;

Thence, with the southerly line of said 28.58 acre tract and the northerly line of said 35.67 acre tract, N 70°28'25" W, a distance of 800.00 feet to the POINT OF BEGINNING and containing 7.0226 acre of land, more or less.

I hereby certify that the field notes were prepared by Hejl, Lee & Associates, Inc., from a survey made on the ground in February of 2016 under my supervision.

Prepared by Hejl, Lee & Associates, Inc. (TBPLS Firm No. 10058500)

Chien Y. Lee
Registered Professional Land Surveyor No. 5771
Date: March 1, 2016

FIELD DESCRIPTION 3-1-2016.DOC

Austin Data, Inc. GT ADI15229 WM 2016079126.006
City of Hutto
401 W. Front Street
Hutto, TX 78634

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2016079126
ORD
06/26/2016 01:43 PM

Nancy E. Rister
County Clerk
Williamson County, Texas
ORDINANCE NO. 09-002-00
FARLEY BUSINESS PARK ZONING CHANGE
(APPROX. 28.58 ACRES AT THE SOUTHWEST CORNER OF FM 1669 SOUTH AND CR 137)

AN ORDINANCE OF THE CITY OF HUTTO, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HUTTO, TEXAS ADOPTED IN CHAPTER 14 EXHIBIT "A", SECTION 1.310 OF THE CODE OF ORDINANCES, CITY OF HUTTO, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO CHANGE THE ZONING FOR FARLEY BUSINESS PARK, 28.58 ACRES, MORE OR LESS, OF LAND, OUT OF THE WILLIAM GATLIN SURVEY, ABSTRACT 271, IN WILLIAMSON COUNTY, TEXAS, FROM (I) SF-1 (INTERIM SINGLE-FAMILY) ZONING DISTRICT TO B-2 (GENERAL COMMERCIAL) ZONING DISTRICT; PROVIDING FOR A PUBLICATION CLAUSE, SEVERABILITY CLAUSE, REPEALING CLAUSE, OPEN MEETING CLAUSE, PENALTY CLAUSE AND EFFECTIVE DATE.

WHEREAS, an application has been made to the City Council of the City of Hutto, Texas to amend the Official Zoning Map to zone the properties described in Exhibit "A" being attached hereto and incorporated herein, and;

WHEREAS, the Planning and Zoning Commission recommended approval of the proposed change in zoning on the 16th day of December, 2008, and;

WHEREAS, on the 15th day of January, 2009, after proper notification, the City Council held a public hearing on the requested amendment, and;

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and;

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Article 14.02.002, Code of Ordinances (2007 Edition), City of Hutto, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

SECTION I.

That the Official Zoning Map adopted in Section 1.400, Code of Ordinances, City of Hutto, Texas, is hereby amended so that the zoning classification of the property described in the Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter changed (28.58 acres) from (I) SF-1 (Interim Single-Family) Zoning District to now be designated as B-2 (General Commercial) Zoning District.

SECTION II. Publication Clause

The City Secretary of the City of Hutto is hereby authorized and directed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.
SECTION III. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

SECTION IV. Repealing Clause

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION VI. Effective Date

This ordinance shall take effect and be in force from and after its passage.

READ and APPROVED on first reading on this the 15th day of January, 2009 at a meeting of the Hutto, Texas City Council; there being a quorum present.

By motion duly made, seconded and passed with an affirmative vote of all the Councilmembers present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED and ADOPTED on first reading of ordinance this 15th day of January, 2009 at a meeting of the Hutto, Texas City Council; there being a quorum present.

THE CITY OF HUTTO, TEXAS

[Signature]
David F. Begier, Mayor Pro-Tem

Attest:
Debbie Cheif, City Secretary
EXHIBIT "A"
DESCRIPTION

FOR A 28.58 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS, BEING PORTION OF A CALLED 186.17 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO STUART GREGORY PARLEY, ET AL. AND RECORD IN DOCUMENT NO. 972012C OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID 28.58 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING LAND TITLE SURVEY, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ¼” iron rod found with “Baker-Aiken” cap for the northeast corner of said 186.17 acre tract, same being the northwest corner of a called 53 acre tract of land as described in that deed to Stony Brook Ranch and recorded in Volume 611, Page 125 of the Deed Records of said county, being on the south right-of-way line of P. M. 1660 (right-of-way width varies), for the northeast corner and POINT OF BEGINNING hereof;

THENCE with the east line of said 186.17 acre tract, same being the east line of said 53 acre tract, the following two (2) courses and distances:

1) S 10° 05’ 23” W for a distance of 777.32 feet to a 6CD nail found in fence post for an angle point hereof, and

2) S 20° 32’ 30” W for a distance of 33.33 feet to the northeast corner of a called 35.67 acre tract of land as described in that deed to Hutto Independent School District and recorded in Document No. 2003108291 of the Official Records of said county, for the southeast corner hereof, from which a ¼” iron rod found with “Byram” cap bears, S 68° 22’ 30” W for a distance of 6.37 feet;

THENCE with north line of said 35.67 acre tract, N 68° 22’ 30” W for a distance of 1722.50 feet to a ½” iron rod found with “Byram” cap for the northwest corner of said 35.67 acre tract, being on the east right-of-way line of County Road 137 (right-of-way width varies), for the southwest corner hereof, from which a ¼” iron rod found with “Diamond Surveying” on a point of tangency on the east right-of-way line of said County Road 137 bears, with the arc of a curve to the left, having a radius of 1960.00 feet, an arc length of 111.88 feet, a central angle of 03° 16’ 14’”, and a chord which bear, S 16° 32’ 22” W for a distance of 111.87 feet;

THENCE with the east right-of-way line of said County Road 137, three (3) courses and distance:

1) with the arc of a curve to the right, having a radius of 1960.00 feet, an arc length of 224.96 feet, a central angle of 08° 37’ 21’”, and a chord which bear, N 22° 29’ 09” E for a
SECTION III. Severability Clause

The provisions of this ordinance are severable, and if any sentence, section, or other parts of this ordinance should be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

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All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION V. Open Meeting Clause

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject heretofore were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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THE CITY OF HUTTO, TEXAS

[Signature]
David F. Begier, Mayor Pro-Tem

Attest:

Debbie Cheff, City Secretary

[Seal of City of Hutto]
EXHIBIT "A"
DESCRIPTION

FOR A 28.58 ACRES OF LAND SITUATED IN THE WILLIAM GATLIN SURVEY, ABSTRACT NO. 271, WILLIAMSON COUNTY, TEXAS, BEING PORTION OF A CALLED 186.17 ACRE TRACT OF LAND AS DESCRIBED IN THAT DEED TO STUART GREGORY PARLEY, ET AL AND RECORDED IN DOCUMENT NO. 9720120 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID 28.58 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING LAND TITLE SURVEY, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found with "Baker-Aiskenn" cap for the northeast corner of said 186.17 acre tract, same being the northwest corner of a called 53 acre tract of land as described in that deed to Stony Brook Ranch and recorded in Volume 611, Page 125 of the Real Records of said county, being on the south right-of-way line of F. M. 1660 (right-of-way width varies), for the northeast corner and POINT OF BEGINNING hereof;

THENCE with the east line of said 186.17 acre tract, same being the east line of said 53 acre tract, the following two (2) courses and distances:

1) S 10° 05' 23" W for a distance of 777.33 feet to a 60D nail found in fence post for an angle point hereof, and

2) S 20° 32' 30" W for a distance of 333.33 feet to the northeast corner of a called 35.67 acre tract of land as described in that deed Alton Independent School District and recorded in Document No. 2003102291 of the Official Records of said county, for the southeast corner hereof, from which a ½" iron rod found with "Byrne" cap begins, S 68° 22' 30" W for a distance of 0.37 feet;

THENCE with north line of said 35.67 acre tract, N 68° 22' 30" W for a distance of 1722.50 feet to a ½" iron rod found with "Byrne" cap for the northwest corner of said 35.67 acre tract, being on the east right-of-way line of County Road 137 (right-of-way width varies), for the southwest corner hereof, from which a ½" iron rod found with "Diamond Surveying" on a point of tangency on the east right-of-way line of said County Road 137 bears, the arc of a curve to the left, having a radius of 1960.00 feet, an arc length of 111.88 feet, a central angle of 03°16' 14", and a chord which bears, S 16°32' 22" W for a distance of 118.7 feet;

THENCE with the east right-of-way line of said County Road 137, three (3) courses and distance:

1) with the arc of a curve to the right, having a radius of 1960.00 feet, an arc length of 294.96 feet, a central angle of 08°37' 21", and a chord which bears, N 22° 29' 09" E for a
TO EASEMENT

THAT I, J. H. Farley, Sr., of Williamson County, Texas, for and in consideration of Three Hundred & 25/100 Dollars ($300.00) to me (us) in hand paid by Texas Power & Light Company, at Dallas, Texas, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right of way for an telephone line, consisting of variable numbers of wires, and all necessary or desirable appurtenances included therein (including towers, H-frames, or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys) at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being a description of the Texas Power and Light Company's Taylor-Hutto Telephone Line, as now surveyed and located across the land of Will Farley in the J. H. Gatlin survey, Williamson County, Texas.

Beginning at survey station 257 plus 25, same being a point in center line of a fence running north and south between the land of Will Farley and N. A. Highsmith; said point being 45 feet north of Will Farley's southeast corner on North Line of J. A. G. N. R. & Co. right of way; thence South 75 degrees 25 minutes west 3369 feet to survey station 201 plus 47 to center line of property line dividing the land of Will Farley and a street in the town of Hutto, Williamson County, Texas. It is agreed that the Texas Power and Light Co. will pay all damage in the maintenance of said line.

The above described property is no part of my homestead.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted.

To have and to hold the above described easement and rights unto the said Company, its successors and assigns until said line shall be abandoned.

Not more than ten towers, no H-frames, 12 poles and 12 guys shall be erected along the course of said line unless the said company, its successors or assigns, shall pay to me (us) my (our) heirs and legal representatives, at the rate of $100.00 for each tower, H-frame, pole and guy erected in excess of said number, and upon such payment the said Company, its successors or assigns, shall have the right to extend the right is hereby granted, to erect towers, H-frames, poles and guys along said course in excess of said number. And I (we) do hereby bind myself, (ourselves) my heirs and legal representatives, to warrant and forever defend unto the said Company, its successors and assigns, said easement and rights unto the said Company. 

J. H. Farley, Sr.
person whosever lawfully claiming or to claim the same or any part thereof.
Witness my hand this 26 day of September 1928.

Sealed and delivered in the presence of:

W H Farley, Sr.

R E Frederick.

THE STATE OF TEXAS,
COUNTY OF WILLIAMSON,

Before me, C V Laneberry, a notary public in and for Williamson County, Texas, on this day personally appeared W H Farley, Sr. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of September A D 1928.

C V Laneberry, Notary Public,
Williamson County, Texas.

Filed for Record Nov 15, 1928, at 9 o'clock A M
Recorded Dec 4, 1928, at 10:10 o'clock A M

CLERK, COUNTY COURT, WILLIAMSON CO TEXAS.

G J Gustafson et ux

TO EASEMENT

TEN DOLLARS ($10.00) to me (us) in hand paid by Texas Power & Light Company of Dallas, Texas, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right of way for an electric distribution and distributing line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys) at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being a description of the Texas Power and Light Company's Georgetown-Wax-Milburg Distribution Line, as now surveyed and located across the land of G J Gustafson in the 7 Addison survey, Williamson County, Texas;

Beginning at survey station 547 plus 84, same being a point in center line of a fence running northwest and southeast between the land of G J Gustafson and A J Engvall; said point being 58 feet southeast of A J Engvall's most eastern northwest corner on east side of creek; thence South 73 degrees 24 minutes West 206 feet to survey station...
HAL C. FARLEY
THE STATE OF TEXAS,
COUNTY OF WILLIAMSON.

TO RIGHT OF WAY EASEMENT
TEXAS POWER & LIGHT CO.

KNOW ALL MEN BY THESE PRESENTS:

That Hal C. Farley of Heward County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being a description of the Texas Power and Light Company's Taylor Rural Distribution Extension Lateral to serve J. W. Nelson and others, as now located and surveyed across the land of Hal C. Farley in the W. M. Gallin Survey, Williamson County, Texas.

BEGINNING at a point in the center line of a property line running north and south at survey station 54 plus 70. Said property line dividing the land of Hal C. Farley and Marshall Tinnell. Said point being located 1 foot, more or less, west of Hal C. Farley's east property corner with the intersection of a county road.

BEGINNING AGAIN at T.P.&L. Co. survey station 54 plus 70;

THENCE, in a westerly direction for a distance of 750 feet, more or less, to T.P.&L. Co. dead end pole at survey station 62 plus 00.

BEGINNING AGAIN at T.P.&L. Co. distribution pole at survey station 62 plus 00;

THENCE, in a southwesterly direction for a distance of 100 feet, more or less, to T.P.&L. Co. service pole at survey station 1 plus 00. Said service pole being located 60 feet, more or less, northeast of a tenant house occupied by Emery Blackman.

The above constitutes no part of a homestead.

1 Service Pole

Not more than 2 Poles, 0 stubs, and 1 guys, shall be erected along the course of said line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said lines and appurtenances; the right to relocate the lines in the same relative position to the adjacent road if and as widened in the future; the right to remove from said land all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.
AND I (we) do hereby bind myself (ourselves) my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said company, its successors and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof.

Witness my hand this 15 day of November, 1936.

HAL C FARLEY

THE STATE OF TEXAS

COUNTY OF HOWARD

Before me, the undersigned authority, a Notary Public in and for Howard County, Texas, on this day personally appeared Hal C Farley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of November, A D 1936.

IMA DRAKEN, Notary Public, Howard County, Texas.

Filed for record March 8, 1937, at 2 o'clock P.M.
Recorded March 12, 1937, at 10:30 o'clock A.M.

D L NOBLE, Clerk, County Court, Williamson County, Texas

MRS G A McCUTCHEON

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

That I, Mrs G A McCutcheon, a widow, of Williamson County, Texas for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company an easement and right of way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props, and guys) at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands, located in Williamson County, Texas, to-wit:

Being a description of the Texas Power and Light Company's Taylor Rural Distribution Extension Lateral, to serve J W Nelson and others, as now surveyed and located across the land of the G A McCutcheon estate, in the W M Gallin Survey, Williamson County, Texas.

Beginning at a point in the center line of a property line running northwest and southeast dividing the land of the G A McCutcheon Estate and Herman Melber at T P & L Co. designated survey station S plus 52. Said point being located 1 foot, more or less southwest of the G A McCutcheon Estate's northeast property corner; thence in a south-
# Texas Real Tax, Inc.

**Address:** 155 Cimarron Park Loop Suite C Buda TX 78610

**Phone:** 512-328-0423  **Fax:** 512-328-1608

**Title Company:** Georgetown Title Co  **G# 190075301**  **Closer:** GT02

**Owner:** Stuart Gregory Farley ETAL  **Mailing Address:**

**Buyer:** Zimmerman Properties Development LLC  **Property Address:** CR 137 Hutto TX 78634

### Legal Description

**TAXING JURISDICTION**  **TAX RATE**  **W/O EXEMPTION**

**Hutto ISD (19)**
- Collected with County
- Paid Through 2019
- 1) $86.84
- 2) $0.00
- **PAID 11-30-19**
- $8,610.60

**Hutto City (19)**
- Collected with County
- Paid Through 2019
- 1) $36.59
- 2) $0.00
- **PAID 11-30-19**
- $3,628.20

**Williamson County (19)**
- 904 South Main, Georgetown, TX 78626 512-943-1601
- 512-943-1601
- Paid Through 2019
- 1) $26.59
- 2) $0.00
- **PAID 11-30-19**
- $2,636.13

- **UPPER BRUSHY CREEK WCID 1A (1 0.02)**
- Collected with County
- Paid Through 2019
- 1) $1.16
- 2) $0.00
- **PAID 11-30-19**
- $119.93

**WMSN ESZD 3 (19)**
- Collected with County
- Paid Through 2019
- 1) $5.79
- 2) $0.00
- **PAID 11-30-19**
- $574.67

**EWC HIGHER EDUCATION (19)**
- Collected with County
- Paid Through 2019
- 1) $2.67
- 2) $0.00
- **PAID 11-30-19**
- $264.58

- **TOTALS:**
  - **1)** $159.64
  - **2)** $0.00
  - **PAID 11-30-19**
  - $1,583.11

### Exemptions

- **Homestead**
- **Over 65**
- **Veteran**
- **S.S.**
- **Historical**
- **Agricultural**

### Notes / Comments / Special Instructions

Property is land only. If issuing on imp/MH contact our office prior to closing. Ag ex on this property. If land use changes, additional tax will be due.

### Accts

<table>
<thead>
<tr>
<th>County Acct #</th>
<th>Billing Number</th>
<th>Acct #2</th>
<th>Billing Number</th>
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<tbody>
<tr>
<td>R-14-0271-005-E</td>
<td>R448286</td>
<td>Market Land</td>
<td>Improvement</td>
</tr>
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<td>Improvement</td>
</tr>
<tr>
<td>5796</td>
<td>5796</td>
<td>AG Land</td>
<td>Improvement</td>
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<td><strong>ACCT: LEGAL 21.3994 AC</strong></td>
<td><strong>ACCT: LEGAL</strong></td>
<td><strong>With P/I Through</strong></td>
<td><strong>With P/I Through</strong></td>
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</tbody>
</table>

### Delinquent Taxes

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<th>Tax Year</th>
<th>Jurisdiction</th>
<th>Base Tax Amount</th>
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</thead>
</table>

### Homeowners Association Information

<table>
<thead>
<tr>
<th>Association</th>
<th>Address</th>
<th>Phone #/Contact</th>
</tr>
</thead>
</table>
| **NOTES / COMMENTS**

Our records indicate no mandatory HOA, please check commitment prior to closing and notify our office.

### Office Use Only

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Fee</td>
<td>$30.00</td>
</tr>
<tr>
<td>Addn. Fee</td>
<td>$0.00</td>
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<tr>
<td>Update Fee</td>
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<tr>
<td>Tax</td>
<td>$2.48</td>
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<tr>
<td>Total Fee</td>
<td>$32.48</td>
</tr>
</tbody>
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**Received:** 2/7/2020  **Completed:** 2/18/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 13
Multi Site Info
NOT APPLICABLE
# Multiple Site Information Form

This exhibit is required if a development site consists of more than one tract/lot conveyed by one contract, or if a development site consists of tracts conveyed by more than one contract. Address, legal description and acreage of each tract are listed below. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

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

**Street Address**

**City**

**Contact Name for Seller**

**Name of Seller Entity**

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

**Contact Name for Previous Seller**

**Name of Previous Seller Entity**

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

**Seller Address**

**City**

**State**

**Zip**

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

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

If yes above, describe relationship:

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

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

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

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
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**Street Address**

**City**

**Contact Name for Seller**

**Name of Seller Entity**

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

**Contact Name for Previous Seller**

**Name of Previous Seller Entity**

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**City**

**State**

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

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

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

If a revised form is submitted, date of submission:

---

2/10/2020
### Census Tract Acreage

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
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</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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**If yes above, describe relationship:**

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

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<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a. 

b. 

c. 

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### Census Tract Acreage

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

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**If yes above, describe relationship:**

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a. 

b. 

c. 

---

---

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

2/10/2020
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

**Seller Address**

City | State | Zip
---|---|---

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

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

If yes above, describe relationship: ____________________________________________________________

---

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

<table>
<thead>
<tr>
<th>a. Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

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

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

2/10/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 14
Elected Officials
Elected Officials

- **US Representative**
  - District

- **State Senator**
  - District

- Support Letter

- City Mayor

- School Superintendent
  - District Name
  - Email
  - Address
  - City
  - Zip

- **Presiding officer of Board of Trustees**
  - Email
  - Address
  - City
  - Zip

- **Elected officials were identified in the Pre-Application**, and there have been no changes.
  (If box above is checked, the rest of the form may be left **BLANK**.)

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

- **No Pre-Application was submitted**.

Please identify all elected officials which represent the Development Site.

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

2/10/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 15
Neighborhood Orgs.
Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
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<tr>
<td></td>
<td>Address</td>
<td>City</td>
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<td>Zip</td>
<td>Phone</td>
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<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td>5</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
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<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

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.
<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax or Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td></td>
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<tr>
<td>7.</td>
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<tr>
<td>8.</td>
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<tr>
<td>9.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Carver Ridge Apartments
TDHCA # 20292

Tab 16
Cert of Notifications
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.

Part 2. Neighborhood Organizations (competitive HTC only):

· 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/Developer Owner  

Justin M. Zimmerman  
Printed Name  

Missouri  
Notary Public, State of  

Greene  
County of  

1/20/2024  
My Commission expires  

2/21/2020  
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 21st day of February ______, 2020

K. Newberry  
Notary Public Signature

K. Newberry  
Notary Public, Notary Seal  
State of Missouri  
Christian County  
Commission # 13542368  
My Commission Expires 01-20-2024
Carver Ridge Apartments
TDHCA # 20292

Tab 17
Dev. Narr.
Development Narrative

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

<table>
<thead>
<tr>
<th>New Construction</th>
<th>and/or:</th>
</tr>
</thead>
</table>

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

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

Previous TDHCA # | n/a |

If Acquisition/Rehab or Rehab, original construction year: | n/a |

If Reconstruction, Units Demolished | n/a |

Units Reconstructed | n/a |

2. The Target Population will be:

| General |

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

| n/a |

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

| n/a |

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):

| n/a |

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

Certification for Supportive Housing Applications

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

| n/a |

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.

| n/a |

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:

n/a

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

n/a

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

2/27/2020
Supportive services will meet the minimum requirements provided in clauses (i) –(iv) of §11.1(d)(122)(D) of the Qualified Allocation Plan.

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

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

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

Development is not financed, except for construction financing, with debt containing foreclosure provisions or debt that contains must-pay repayment provisions (including cash-flow debt).

Development has permanent foreclosable, must-pay debt sourced from federal funds.

Development has permanent foreclosable, cash flow debt provided by an Affiliate that was originally sourced from charitable contributions or pass-through local government, non-federal funds.

If the Development is financed with debt that does not meet the requirements above, Application must include:

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

and the Applicant or General Partner confirms that:

- Multiple systems will be in place for residents to provide feedback to Development staff;
- A resident is or will be a member of the Development Owner or service provider board of directors;
- The Development’s Tenant Selection Criteria will include a clear description of any credit, criminal conviction, or prior eviction history that may disqualify a potential resident. The disqualification cannot be a total prohibition, unless such a prohibition is required by federal statute or regulation (i.e. the Development must have an appeal process for non federally required criteria;
- The Development will have a comprehensive written eviction prevention policy that includes an appeal process; and
- The Development will have a comprehensive written services plan that describes the available services, identifying whether they are provided directly or through referral linkages, by whom, and in what location and during what days and hours. A copy of the services plan will be readily accessible to residents.

3. Staff Determinations regarding definitions of development activity obtained?

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

4. Narrative

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

If a revised form is submitted, date of submission: 2/27/2020
Identify any and all set-asides the application will be applying under with an "x". 
Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

Has this site/activity previously applied for TDHCA funds?
Has this site/activity previously received TDHCA funds?
If "Yes" Enter Project Number:  n/a  and TDHCA funding source:  n/a

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.

Development is a typical garden style structure with 72 units targeting the general populations. There are 48 two-bedroom units and 24 three-bedroom units, 56 of which will all be operated at restricted rents, with the remaining 16 units at market rate. The development is rich in neighborhood amenities and close to employment and educational institutions.

5. Funding Request:
Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 600,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Set-Aside (For Competitive HTC (10 TAC §11.5) and/or Multifamily Direct Loan (10 TAC §13.4(a)) Applications Only)
Identify any and all set-asides the application will be applying under with an "x".
Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

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

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

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

7. Previously Awarded State and Federal Funding
Has this site/activity previously applied for TDHCA funds?
Has this site/activity previously received TDHCA funds?
If "Yes" Enter Project Number:  n/a  and TDHCA funding source:  n/a

2/27/2020
Has this site/activity previously received non-TDHCA federal funding?  
No

If yes, source:  
n/a

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:

- n/a 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.
- x 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.
- n/a Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission:  

2/27/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 18
Development Activities I
Development Activities I

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>72</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).

  All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

- Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

Regardless of building type, **ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).**
## Development Activities II

**Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]**

- Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points)
  - Bedroom Size: 0, 1, 2, 3, 4
  - Square Footage: 550, 650, 850, 1,050, 1,250

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

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

**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: 12
- 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.

**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.
  - 17: Total Number of Units at 50% or less of AMGI
  - 5: Number of 30% Units used to score points under §11.9(c)(2)*
  - 12: Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
  - 21.43%: Percentage used for calculation of eligible points under §11.9(c)(1)

* 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.

**Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]**

- Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000
  - Direct Loan Points: 0
- Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000
  - Direct Loan Points: 0
- Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000
  - Direct Loan Points: 0

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

**Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and**

- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)

**Development proposed in all other areas.**

- Development is Supportive Housing proposed by a Qualified Nonprofit (16 points)
- Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts)

OR (DO NOT COMPLETE BOTH)

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2/18/2020
Application proposes to use the Average Income election under §42(g)(1)(C) of the Code (if so, complete the average income worksheet at Tab 24)

Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
- The Average Income for the proposed Development will be 54% or lower (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

**Points Claimed: 0**

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).

**Points Claimed: 0**

Application is seeking points for Income Levels of Residents.

**Points Claimed: 15**

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)

**Points Claimed: 11**

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

**Points Claimed: 1**

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)

**Points Claimed: 2**

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 At-risk 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)

**Points Claimed: 1**

Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]
- Development is requesting Pre-Application Points.

**Points Claimed: 6**

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

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

**Points Claimed: 4**

2/18/2020
### 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.

### 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.

Application is seeking points for Extended Affordability.

### 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.
Carver Ridge Apartments
TDHCA # 20292

Tab 20
Existing Dev Info
NOT APPLICABLE
### EXISTING DEVELOPMENT INFORMATION

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

   **PART A:** DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):
   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)
   - IN ADDITION, THE DEVELOPMENT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):
     - The stipulation to maintain affordability in the contract granting the subsidy indicated above is nearing expiration (i.e. expiration will occur within two calendar years of July 31. See §11.5(3)(E) and (F) of the QAP.
     - The HUD-insured or HUD-held mortgage on the Development is eligible for prepayment or is nearing the end of its term (the term will end within two calendar years of July 31, 2020).

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

   **PART C:** THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:
   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
   - The Application proposes the same number of restricted units;
     - AND EITHER
   - The new Development Site qualifies for points under §11.9(c)(4) related to Opportunity Index; OR

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**2/10/2020**
PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:

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

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

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

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

2. Existing Development Assistance

Part A.

The existing Property is expected to have or continue the following benefit:

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

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

The source of funds is:

The annual amount of funds is:

The number of units receiving assistance:

The term of the contract or agreement is (date):

The expiration of the contract or agreement is (date):

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

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

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

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

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

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

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

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

If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?

2/10/2020
Are all the buildings currently under control by the Development Owner?  
If "No", how many buildings are under control by the Development Owner?  
When will the remaining buildings be under control?  

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner's Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
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Provide the information listed below concerning the acquisition of building(s) for the Development:

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

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

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

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent owner</th>
<th>Proposed Acquisition date by the Applicant</th>
<th>Years between PIS &amp; Acquisition</th>
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3. **Lead Based Paint (Direct Loan Applications Only)**

Development constructed before January 1, 1978  
If yes, check each of the following that applies [24 CFR 35.115]:

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

2/10/2020
Occupied Developments

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

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

AND

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

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: (if not, skip the remainder of this section) [https://www.tdhca.state.tx.us/program-services/ura/relocation.htm](https://www.tdhca.state.tx.us/program-services/ura/relocation.htm)

- Number of housing units (including Manufactured Housing Units) on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of businesses on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of nonprofit organizations on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

- Number of farms on the site:
  - Owned or controlled by the Seller
  - Rented to another person or entity

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

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

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

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

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
<th>Printed Name</th>
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<td>Date</td>
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For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.

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

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

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

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

The purpose and goals of the RARAP is to:

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

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

Signature of Applicant

Printed Name

Date

2/10/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 22
Architectural Drawings
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

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

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

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

- Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
  - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
  - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and
  - For Supportive Housing only, specification of space to be used for 75 sq. ft./unit common space. NOTE: In order to qualify for points under 10 TAC §11.9(e)(2), of the 75 square feet, at least 50 square feet must be conditioned space.

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

- Elevations for each side of each building type which include:
  - a percentage estimate of the exterior composition of each elevation; and
  - roof pitch.

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

2/27/2020
1. 941 SF - NET (1) CONDITIONED AREA
2. 990 SF - NET (2) CONDITIONED AREA
3. 1,104 SF - GROSS AREA
92 SF BALCONY
22 SF EXTERIOR STORAGE CLOSET

1. NET (1) CONDITIONED AREA IS SQUARE FOOTAGE CALCULATED FROM INTERIOR SURFACE OF WALLS (PAINT TO PAINT).
2. NET (2) CONDITIONED AREA IS SQUARE FOOTAGE CALCULATED FROM EXTERIOR SURFACE OF WALLS (INCLUDES ALL FRAMING).
3. GROSS AREA IS AREA UNDER ROOF CALCULATED FROM EXTERIOR SURFACE OF WALLS (INCLUDES ALL FRAMING, STORAGE AND COVERED PATIOS).
1. 941 SF - NET (1) CONDITIONED AREA
2. 990 SF - NET (2) CONDITIONED AREA
3. 1,104 SF - GROSS AREA
   92 SF BALCONY
   22 SF EXTERIOR STORAGE CLOSET

1. NET (1) CONDITIONED AREA IS SQUARE FOOTAGE CALCULATED FROM INTERIOR SURFACE OF WALLS (PAINT TO PAINT).
2. NET (2) CONDITIONED AREA IS SQUARE FOOTAGE CALCULATED FROM EXTERIOR SURFACE OF WALLS (INCLUDES ALL FRAMING).
3. GROSS AREA IS AREA UNDER ROOF CALCULATED FROM EXTERIOR SURFACE OF WALLS (INCLUDES ALL FRAMING, STORAGE AND COVERED PATIOS).
1. 1,115 SF - NET (1) CONDITIONED AREA
2. 1,170 SF - NET (2) CONDITIONED AREA
3. 1,284 SF - GROSS AREA
   92 SF BALCONY
   22 SF EXTERIOR STORAGE CLOSET

1. NET (1) CONDITIONED AREA IS SQUARE FOOTAGE CALCULATED FROM INTERIOR SURFACE OF WALLS (PAINT TO PAINT).
2. NET (2) CONDITIONED AREA IS SQUARE FOOTAGE CALCULATED FROM EXTERIOR SURFACE OF WALLS (INCLUDES ALL FRAMING).
3. GROSS AREA IS AREA UNDER ROOF CALCULATED FROM EXTERIOR SURFACE OF WALLS (INCLUDES ALL FRAMING, STORAGE AND COVERED PATIOS).
Carver Ridge Apartments
72 Unit Family Community in Hutto, TX
Carver Ridge Apartments
72 Unit Family Community in Hutto, TX
Carver Ridge Apartments
72 Unit Family Community in Hutto, TX
Carver Ridge Apartments
72 Unit Family Community in Hutto, TX
Carver Ridge Apartments
72 Unit Family Community in Hutto, TX

BUILDING #5 - TYPICAL FLOOR PLAN
Carver Ridge Apartments
a 72 Unit Family Community in Hutto, Texas
Carver Ridge Apartments
a 72 Unit Family Community in Hutto, Texas
Carver Ridge Apartments
a 72 Unit Family Community in Hutto, Texas
Carver Ridge Apartments
a 72 Unit Family Community in Hutto, Texas
Carver Ridge Apartments
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Carver Ridge Apartments
a 72 Unit Family Community in Hutto, Texas
Carver Ridge Apartments
A 72 Unit Family Community in Hutto, TX
Carver Ridge Apts.
72 Unit Family Community in Hutto, TX
## Building #1

<table>
<thead>
<tr>
<th>Unit Mark</th>
<th>Description</th>
<th>1st Floor</th>
<th>2nd Floor</th>
<th>Total By Unit Type</th>
<th>Net(1) SF/Unit</th>
<th>Net(2) SF/Unit</th>
<th>Total Bldg</th>
<th>Total Bldg</th>
<th>Net (1) SF</th>
<th>Net(2) SF</th>
<th>Balcony</th>
<th>Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>B2</td>
<td>Two Bdrm/Two Bath</td>
<td>1 1 3 3</td>
<td>1 1 3 3</td>
<td>941 941 990 990</td>
<td>2,823 2,910</td>
<td>92 22</td>
<td>1,104</td>
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<tr>
<td>B2HC</td>
<td>Two Bdrm/Two Bath</td>
<td>1 0 1</td>
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<td>2,823 2,910</td>
<td>92 22</td>
<td>1,104</td>
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</tr>
<tr>
<td>C2</td>
<td>Three Bdrm/Two Bath</td>
<td>2 2 4</td>
<td>2 2 4</td>
<td>1,115 1,115 1,170</td>
<td>4,460 4,680</td>
<td>92 22</td>
<td>1,284</td>
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<tr>
<td>C2HC</td>
<td>Three Bdrm/Two Bath</td>
<td>0 0 0</td>
<td>0 0 0</td>
<td>1,115 1,115 1,170</td>
<td>0 0</td>
<td>92 22</td>
<td>1,284</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Subtotals: 4 4 8 8,224 8,640

Total Bldg: (includes one Visual Hearing and one Handicap Accessible unit)

1st Floor | 2nd Floor | Gross SF
---|---|---
| 4,776 | 4,776 | 9,552

**Breezeway Area Gross SF**

528 190 718

**Total Gross SF by Level:** 5,304 4,966 10,270

## Building #2

<table>
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<tr>
<th>Unit Mark</th>
<th>Description</th>
<th>1st Floor</th>
<th>2nd Floor</th>
<th>Total By Unit Type</th>
<th>Net(1) SF/Unit</th>
<th>Net(2) SF/Unit</th>
<th>Total Bldg</th>
<th>Total Bldg</th>
<th>Net (1) SF</th>
<th>Net(2) SF</th>
<th>Balcony</th>
<th>Storage</th>
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</thead>
<tbody>
<tr>
<td>B2</td>
<td>Two Bdrm/Two Bath</td>
<td>5 6 11 11</td>
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</tr>
<tr>
<td>B2HC</td>
<td>Two Bdrm/Two Bath</td>
<td>1 0 1</td>
<td>1 1 3 3</td>
<td>941 941 990 990</td>
<td>2,823 2,910</td>
<td>92 22</td>
<td>1,104</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>C2</td>
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<td>2 2 4</td>
<td>2 2 4</td>
<td>1,115 1,115 1,170</td>
<td>4,460 4,680</td>
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<td>1,284</td>
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<td></td>
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<tr>
<td>C2HC</td>
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<td>1,284</td>
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</tbody>
</table>

Subtotals: 8 8 16 15,752 16,560

Total Bldg: (includes one Handicap Accessible unit)

1st Floor | 2nd Floor | Gross SF
---|---|---
| 9,192 | 9,192 | 18,384

**Breezeway Area Gross SF**

1,056 380 1,436

**Total Gross SF by Level:** 10,248 9,572 19,820

## Building #3

<table>
<thead>
<tr>
<th>Unit Mark</th>
<th>Description</th>
<th>1st Floor</th>
<th>2nd Floor</th>
<th>Total By Unit Type</th>
<th>Net(1) SF/Unit</th>
<th>Net(2) SF/Unit</th>
<th>Total Bldg</th>
<th>Total Bldg</th>
<th>Net (1) SF</th>
<th>Net(2) SF</th>
<th>Balcony</th>
<th>Storage</th>
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<tbody>
<tr>
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<td>2 2 4</td>
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<tr>
<td>B2HC</td>
<td>Two Bdrm/Two Bath</td>
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<tr>
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<td>2 2 4</td>
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<tr>
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<td>0 0 0</td>
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<td>1,284</td>
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</table>

Subtotals: 4 4 8 8,224 8,640

Total Bldg: (includes one Handicap Accessible unit)

1st Floor | 2nd Floor | Gross SF
---|---|---
| 4,776 | 4,776 | 9,552

**Breezeway Area Gross SF**

528 190 718

**Total Gross SF by Level:** 5,304 4,966 10,270

## Building #4

<table>
<thead>
<tr>
<th>Unit Mark</th>
<th>Description</th>
<th>1st Floor</th>
<th>2nd Floor</th>
<th>Total By Unit Type</th>
<th>Net(1) SF/Unit</th>
<th>Net(2) SF/Unit</th>
<th>Total Bldg</th>
<th>Total Bldg</th>
<th>Net (1) SF</th>
<th>Net(2) SF</th>
<th>Balcony</th>
<th>Storage</th>
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</thead>
<tbody>
<tr>
<td>B2</td>
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<td>2 2 4</td>
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</tr>
<tr>
<td>B2HC</td>
<td>Two Bdrm/Two Bath</td>
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<td>0 0 0</td>
<td>941 941 990 990</td>
<td>0 0</td>
<td>92 22</td>
<td>1,104</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>C2</td>
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<td>1 2 3</td>
<td>1 2 3</td>
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<td>1,284</td>
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<td></td>
</tr>
<tr>
<td>C2HC</td>
<td>Three Bdrm/Two Bath</td>
<td>1 0 1</td>
<td>1 1 3 3</td>
<td>1,115 1,115 1,170</td>
<td>1,115 1,170</td>
<td>92 22</td>
<td>1,284</td>
<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Subtotals: 4 4 8 8,224 8,640

Total Bldg: (includes one Handicap Accessible unit)

1st Floor | 2nd Floor | Gross SF
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**Breezeway Area Gross SF**

528 190 718

**Total Gross SF by Level:** 5,304 4,966 10,270

## Buildings #5

<table>
<thead>
<tr>
<th>Unit Mark</th>
<th>Description</th>
<th>1st Floor</th>
<th>2nd Floor</th>
<th>Total By Unit Type</th>
<th>Net(1) SF/Unit</th>
<th>Net(2) SF/Unit</th>
<th>Total Bldg</th>
<th>Total Bldg</th>
<th>Net (1) SF</th>
<th>Net(2) SF</th>
<th>Balcony</th>
<th>Storage</th>
</tr>
</thead>
<tbody>
<tr>
<td>B2</td>
<td>Two Bdrm/Two Bath</td>
<td>6 12</td>
<td>6 12 12</td>
<td>941 941 941 941 990</td>
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</tr>
<tr>
<td>B2HC</td>
<td>Two Bdrm/Two Bath</td>
<td>0 0 0</td>
<td>0 0 0</td>
<td>941 941 990 990</td>
<td>0 0</td>
<td>92 22</td>
<td>1,104</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>C2</td>
<td>Three Bdrm/Two Bath</td>
<td>2 2 4</td>
<td>2 2 4</td>
<td>1,115 1,115 1,170</td>
<td>4,460 4,680</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>C2HC</td>
<td>Three Bdrm/Two Bath</td>
<td>0 0 0</td>
<td>0 0 0</td>
<td>1,115 1,115 1,170</td>
<td>0 0</td>
<td>92 22</td>
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**Breezeway Area Gross SF**

1,056 380 1,436

**Total Gross SF by Level:** 10,248 9,572 19,820
## Buildings #6

<table>
<thead>
<tr>
<th>Unit Mark</th>
<th>Description</th>
<th>1st Floor Level</th>
<th>1st Floor Unit Type</th>
<th>Total By Level Unit</th>
<th><strong>Net(1)</strong> SF/Unit</th>
<th><strong>Net(2)</strong> SF/Unit</th>
<th><strong>Total Bldg</strong> Net(1) SF</th>
<th><strong>Total Bldg</strong> Net(2) SF</th>
<th>Patio or Exterior Storage</th>
<th><strong>Gross Unit</strong> SF/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B2</td>
<td>Two Bdrm/Two Bath</td>
<td>6</td>
<td>6</td>
<td>12</td>
<td>941</td>
<td>990</td>
<td>11,292</td>
<td>11,880</td>
<td>92</td>
<td>22</td>
</tr>
<tr>
<td>B2HC</td>
<td>Two Bdrm/Two Bath</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>941</td>
<td>990</td>
<td>0</td>
<td>0</td>
<td>92</td>
<td>22</td>
</tr>
<tr>
<td>C2</td>
<td>Three Bdrm/Two Bath</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>1,115</td>
<td>1,170</td>
<td>3,345</td>
<td>3,510</td>
<td>92</td>
<td>22</td>
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<tr>
<td>C2HC</td>
<td>Three Bdrm/Two Bath</td>
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<td>0</td>
<td>1</td>
<td>1,115</td>
<td>1,170</td>
<td>92</td>
<td>22</td>
<td>1,284</td>
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</tr>
<tr>
<td><strong>Subtotals:</strong></td>
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<td>8</td>
<td>8</td>
<td>16</td>
<td>15,752</td>
<td>16,560</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Total Bldg: (includes one Visual-Hearing and one Handicap Accessible unit)

### Units by Level

- **1st Floor:** 8 units
- **2nd Floor:** 8 units

### Gross SF by Level:

- **1st Floor:** 10,248 SF
- **2nd Floor:** 9,572 SF
- **Total Gross SF:** 19,820 SF

### Notes:

* Net (1) SF/Unit is calculated as conditioned area - does not include wall framing (paint-to-paint)
** Net (2) SF/Unit is calculated as conditioned area and includes wall framing
*** Gross Unit SF/Unit is calculated as all area under roof, conditioned and non-conditioned

### Clubhouse

- **Tenant Use - Community Room:** 310 S.F.
- **Tenant Use - Fitness Center:** 350 S.F.
- **Tenant Use - Computer/Library/Business Center:** 271 S.F.
- **Tenant Use - Kitchenette:** 135 S.F.
- **Tenant/Management Leasing Office:** 168 S.F.
- **Tenant/Employee Hall, Bathrooms and Closets:** 511 S.F.
- **Employee Janitor's, Mech, Storage Closets and etc.:** 128 S.F.

**Total Net Area (Conditioned):** 2,148 S.F.

### Extérieur Area (Non-Conditioned)

**Total Exterior Area:** 369 S.F.

### Total Gross Area

**Total Gross Area:** 2,517 S.F.

---

## Project Summary

<table>
<thead>
<tr>
<th>Unit Mark</th>
<th>Description</th>
<th>1st Floor Level</th>
<th>1st Floor Unit Type</th>
<th>Total By Level Unit</th>
<th><strong>Net(1)</strong> SF/Unit</th>
<th><strong>Net(2)</strong> SF/Unit</th>
<th><strong>Total Bldg</strong> Net(1) SF</th>
<th><strong>Total Bldg</strong> Net(2) SF</th>
<th><strong>Gross Unit</strong> SF/Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>B2</td>
<td>Two Bdrm/Two Bath</td>
<td>22</td>
<td>24</td>
<td>46</td>
<td>941</td>
<td>990</td>
<td>11,292</td>
<td>11,880</td>
<td>92</td>
</tr>
<tr>
<td>B2HC</td>
<td>Two Bdrm/Two Bath</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>941</td>
<td>990</td>
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<td>0</td>
<td>92</td>
</tr>
<tr>
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<td>22</td>
<td>1,115</td>
<td>1,170</td>
<td>3,345</td>
<td>3,510</td>
<td>92</td>
</tr>
<tr>
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<td>Three Bdrm/Two Bath</td>
<td>1</td>
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<td>1</td>
<td>1,115</td>
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<td>92</td>
<td>22</td>
<td>1,284</td>
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<tr>
<td><strong>Subtotals:</strong></td>
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<td>36</td>
<td>38</td>
<td>74</td>
<td>13,286</td>
<td>14,540</td>
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</table>

### Units by Level

- **1st Floor:** 36 units
- **2nd Floor:** 38 units

### Gross SF by Level:

- **1st Floor:** 14,286 SF
- **2nd Floor:** 14,540 SF
- **Total Gross SF:** 28,826 SF

### Notes:

**Total Exterior Area:** 48,656 SF

---

## Building Summary

<table>
<thead>
<tr>
<th>Building</th>
<th>Total Bldg Units</th>
<th>Total Bldg Net(2) SF</th>
<th>Total Bldg Gross SF</th>
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<tr>
<td><strong>Total:</strong></td>
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<td>2</td>
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</tr>
</tbody>
</table>

### Building #1

- **Units:** 3
- **Net(2) SF:** 8,824 SF
- **Gross SF:** 8,640 SF

### Building #2

- **Units:** 11
- **Net(2) SF:** 15,752 SF
- **Gross SF:** 16,560 SF

### Building #3

- **Units:** 4
- **Net(2) SF:** 8,824 SF
- **Gross SF:** 8,640 SF

### Building #4

- **Units:** 4
- **Net(2) SF:** 8,824 SF
- **Gross SF:** 8,640 SF

### Building #5

- **Units:** 12
- **Net(2) SF:** 15,752 SF
- **Gross SF:** 16,560 SF

### Building #6

- **Units:** 12
- **Net(2) SF:** 15,752 SF
- **Gross SF:** 16,560 SF

### Total

- **Units:** 40
- **Net(2) SF:** 71,928 SF
- **Gross SF:** 75,600 SF

---

## Clubhouse Summary

- **Total Net Area (Conditioned):** 2,148 S.F.
- **Total Gross Area:** 2,517 S.F.
* Net (1) SF/Unit is calculated as conditioned area and does not include wall framing (paint-to-paint)
** Net (2) SF/Unit is calculated as conditioned area and includes wall framing
*** Gross Unit SF/Unit is calculated as all area under roof, conditioned and non-conditioned

Parking

<table>
<thead>
<tr>
<th>Feature</th>
<th>Minimum Spaces Required</th>
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<tbody>
<tr>
<td>Parking Required (2 spaces/unit min. Zoning)</td>
<td>144</td>
</tr>
<tr>
<td>Open Parking Provided</td>
<td>135 Spaces</td>
</tr>
<tr>
<td>Standard HC Parking Provided</td>
<td>9 Spaces</td>
</tr>
<tr>
<td>Van Accessible HC Parking Provided</td>
<td>2 Spaces</td>
</tr>
<tr>
<td>Total Open Parking Provided</td>
<td>146 Total Spaces Provided</td>
</tr>
</tbody>
</table>

Site Notes:
1. All sidewalks shown will meet the minimum accessibility requirements.
2. Picnic tables and BBQ equipment shall be ADA compliant.
3. Tot-Lot and playscape equipment shall be ADA compliant.
4. Tot-Lot and playscape area shall be connected to an accessible route with ADA compliant ground cover. Engineered wood fiber playground mulch or approved equal.
Carver Ridge Apartments
TDHCA # 20292

Tab 23
BldgUnit Config
**Specifications and Building/Unit Type Configuration**

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Configuration" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq. Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns T through AF.

### Specifications and Amenities (check all that apply)

- Single Family Construction
- SRO
- Transitional (per §42(1)(3)(B))
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome
- Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity
- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garbage Spaces

### Floor Composition/Wall Height:

- 100% Carpet/Vinyl/Resilient Flooring
- 8'1" Ceiling Height
- % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other

### Building Label

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<th>4</th>
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<th>6</th>
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<tr>
<td>C2</td>
<td>2</td>
<td>1,170</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>4</td>
<td>3</td>
<td>22</td>
</tr>
<tr>
<td>C2HC</td>
<td>3</td>
<td>1,170</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Totals</td>
<td>8</td>
<td>16</td>
<td>8</td>
<td>8</td>
<td>16</td>
<td>16</td>
<td>-</td>
<td>72</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/24/2020

Net Rentable Square Footage from Rent Schedule: 75,600

Common Area Square Footage (as specified on Architect Certification): -

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

- Total development Common Area as specified on Architect Certification: -
- Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.

- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: -
- The lesser of these two numbers added to NRA: -
<table>
<thead>
<tr>
<th>C2</th>
<th>3</th>
<th>2</th>
<th>1,170</th>
<th>4</th>
<th>4</th>
<th>4</th>
<th>3</th>
<th>4</th>
<th>3</th>
<th>22</th>
<th>25,740</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Use this number to figure points under 11.9(e)(2)
Carver Ridge Apartments
TDHCA # 20292

Tab 23a
Mobility Units
# 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>A</td>
<td>72</td>
<td>5%</td>
<td>3.6</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>B2 2/2 (990SF)</td>
<td>48</td>
<td>5%</td>
<td>2.4</td>
<td>2.4</td>
<td>2</td>
</tr>
<tr>
<td>C2 3/2 (1170SF)</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>72</td>
<td></td>
<td>3.6</td>
<td>3.6</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>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>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: [Signature] Bryan E. Hulst
Printed Name: Parker Associates Tulsa, LLC
Date: 02-25-2020 Firm Name (If applicable)
Carver Ridge Apartments
TDHCA # 20292

Tab 23b
HV Units
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>B2 2/2</td>
<td>48</td>
<td>2%</td>
<td>0.96</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C2 3/2</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>2</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>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</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]
Bryan E. Hulst
Printed Name
02-25-2020
Parker Associates Tulsa, LLC
Date
Firm Name (If applicable)
Carver Ridge Apartments
TDHCA # 20292

Tab 23c
Parking
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 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, carports, garages, etc.) that serve residential Units (as opposed to those for amenities and/or employees/visitors) is equal to or greater than the number of Units and are all on a single, unified parking lot, i.e., all spaces can be accessed without driving through a gate or over a public right of way and therefore into a separate parking lot, provide information for all sections of this form. With the exception of parking lots that are separated by limited access gates between an office/clubhouse lot and a dwelling lot, parking lots that are connected by accessible routes can be considered a single, unified lot.

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

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

When parking spaces are in more than one parking lot:

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

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


Accessible Parking for Facilities and Amenities

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

**Amenity:** Identification of amenity, or amenities of a group, that the APS serves | **APSs:**
---|---
Office, etc.: Clubhouse, Mail Center, BBQ/Picnic Area | 2
Amenity 1: Trash Enclosures | 1
Amenity 2: BBQ/Picnic Area and Playground | 1
Amenity 3: | |
Amenity 4: | |
Amenity 5: | |

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 4
# Accessible Parking for Residential Units

Enter the information indicated below.

Total dwelling Units in the Development: 72

Total surface parking spaces (including non-residential): 146

Total carports (including non-residential): 0

Total garages (including non-residential): 0

Total parking spaces of all types: 146

Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 4

Total of all types of parking spaces that serve dwelling units: 142

APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 4

Parking spaces that serve dwelling units in excess of one per unit (if applicable): 70

APSs required in excess of one per mobility accessible unit: 2

**Total APSs required (including dwelling units and facilities/amenities):** 10

## 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: 10

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:**

Minimum number of surface parking spaces that must be van APSs: 2

Minimum number of carports that must be van APSs: 2

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:**

Bryan E. Hulst

**Date:** 2/25/2020

**Printed Name:**

**Firm Name (if applicable):** Parker Associates Tulsa, LLC
Carver Ridge Apartments
TDHCA # 20292

Tab 24
Rent Schedule
### Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit". **If MFDL only or MFDL is the only permanent financing, there cannot be ANY market rate Units.**

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<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.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(A)</td>
<td>(B)</td>
<td></td>
<td></td>
<td>(A) x (B)</td>
<td></td>
<td>(E)</td>
<td></td>
<td>(A) x (E)</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
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<td></td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>2,970</td>
<td>639</td>
<td>54</td>
<td>585</td>
<td>1,755</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>8,910</td>
<td>1,065</td>
<td>54</td>
<td>1,011</td>
<td>9,099</td>
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<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>28</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>27,720</td>
<td>1,278</td>
<td>54</td>
<td>1,224</td>
<td>34,272</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>8</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>7,920</td>
<td>1,324</td>
<td>0</td>
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<td>10,592</td>
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<td>2</td>
<td>3</td>
<td>2.0</td>
<td>1170</td>
<td>2,340</td>
<td>738</td>
<td>67</td>
<td>671</td>
<td>1,342</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
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<td>2.0</td>
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<td>3,510</td>
<td>1,230</td>
<td>67</td>
<td>1,163</td>
<td>3,489</td>
</tr>
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<td>MR</td>
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<td></td>
<td></td>
<td></td>
<td>11</td>
<td>3</td>
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<td>1170</td>
<td>12,870</td>
<td>1,476</td>
<td>67</td>
<td>1,409</td>
<td>15,499</td>
</tr>
<tr>
<td>MR</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>3</td>
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<td>1,509</td>
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**RENT LIMITS**

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<td>20</td>
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<td>$355</td>
<td>$426</td>
<td>$492</td>
</tr>
<tr>
<td>30</td>
<td>$497</td>
<td>$532</td>
<td>$639</td>
<td>$738</td>
</tr>
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<td>40</td>
<td>$663</td>
<td>$710</td>
<td>$852</td>
<td>$984</td>
</tr>
<tr>
<td>50</td>
<td>$828</td>
<td>$887</td>
<td>$1,065</td>
<td>$1,230</td>
</tr>
<tr>
<td>60</td>
<td>$994</td>
<td>$1,065</td>
<td>$1,278</td>
<td>$1,476</td>
</tr>
</tbody>
</table>

**TOTAL**: 72

Non Rental Income $10.00 per unit/month for:

- NSF, Lost Deposits, Late Fees 720
- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (6,663)
- Rental Concessions (enter as a negative number) Enter as a negative value

= POTENTIAL GROSS MONTHLY INCOME 88,840

= EFFECTIVE GROSS MONTHLY INCOME 82,177

x 12 = EFFECTIVE GROSS ANNUAL INCOME 986,124

If a revised form is submitted, date of submission: 2/26/2020
<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOUSING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>9%</td>
<td>7%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>21%</td>
<td>17%</td>
</tr>
<tr>
<td>TC60%</td>
<td>70%</td>
<td>54%</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TAX CREDITS</strong></td>
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<tr>
<td>HTC Li Total</td>
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<td></td>
</tr>
<tr>
<td>EO</td>
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<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>29%</td>
<td>22%</td>
</tr>
<tr>
<td>MR Total</td>
<td>22%</td>
<td>16</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td><strong>DIRECT LOAN (NHTF)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>NHTF Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>MORTGAGE REVENUE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
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**OTHER**

- **DIRECT LOAN**: (NHTF)
- **MORTGAGE REVENUE**: BOND
- **DIRECT LOAN (HOME, TCAP RF, and/or NSP1 PI)**

**ACQUISITION + HARD**

- **Cost Per Sq. Ft**: $112.73

**HARD**

- **Cost Per Sq. Ft**: $112.73

**BUILDING**

- **Cost Per Sq. Ft**: $85.71

---

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Carver Ridge Apartments
TDHCA # 20292

Tab 25
Utility Allowance
## 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.

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<th>Energy Source</th>
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<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
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<td>Total Paid by Tenant</td>
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</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 2/13/2020
Amber Brown
Wilhoit Properties, Inc.
Springfield, MO
abrown@wilhoitproperties.com

RE: 2020 HTC Application – proposed site located in Hutto, Texas

January 22, 2020

Dear Ms. Brown:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2020 Housing Tax Credit (“HTC”), located in Hutto, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

1. That the buildings are not HUD-Regulated;
2. That the building(s) are not RHS assisted or have RHS assisted tenants;
3. That the residents are financially responsible for electricity and that the utility is not paid to or through the owner of the building based on an allocation formula or RUBS; and,
4. That the only building type is Apartments 5+.

In accordance with Treasury Regulation §1.42-10, the utility allowance for those units occupied by Section 8 voucher holders remains the applicable Public Housing Authority utility allowance established from where the resident receives the assistance.

Please see attached schedule dated January 22, 2020. This allowance can be used for underwriting purposes. If you have any further questions, please contact Cara Pollei toll free in Texas at (800) 643-8204, directly at (512) 475-3821, or email: cara.pollei@tdhca.state.tx.us.

Sincerely,

Cara Pollei
Compliance Monitor
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<th>Natural Gas</th>
<th>Bottled Gas</th>
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<th>Water</th>
<th>Sewer</th>
<th>Trash Collection</th>
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Carver Ridge Apartments
TDHCA # 20292

Tab 26
Annual Operating Expenses
### ANNUAL OPERATING EXPENSES

#### General & Administrative Expenses

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<th>Item</th>
<th>Amount</th>
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<td>Accounting</td>
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<tr>
<td>Legal fees</td>
<td>$1,080</td>
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<tr>
<td>Leased equipment</td>
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<tr>
<td>Postage &amp; office supplies</td>
<td>$5,400</td>
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<td>Telephone</td>
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<td>Computer / Software</td>
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<td>Other</td>
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<tr>
<td><strong>Total General &amp; Admin</strong></td>
<td><strong>$22,517</strong></td>
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#### Management Fee:

- **Percent of Effective Gross Income:** 5.00%
- **Management Fee:** $49,306

#### Payroll, Payroll Tax & Employee Benefits

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<th>Item</th>
<th>Amount</th>
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<tr>
<td>Management</td>
<td>$33,280</td>
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<tr>
<td>Maintenance</td>
<td>$31,200</td>
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<td>FICA, WC, Bonus, Etc.</td>
<td>$16,120</td>
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<td>Other</td>
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<td><strong>Total Payroll, Payroll</strong></td>
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#### Repairs & Maintenance

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<td>Elevator</td>
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<td>Exterminating</td>
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<td>Grounds</td>
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<td>Make-ready</td>
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<td>Repairs</td>
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<tr>
<td>Other</td>
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<td><strong>Total Repairs &amp; Maint</strong></td>
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#### Utilities (Enter Only Property Paid Expense)

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<td>Natural gas</td>
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<td>Trash</td>
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<td>Water/Sewer</td>
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<td><strong>Total Utilities</strong></td>
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#### Property Taxes:

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<td>Annual Property Taxes</td>
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<td><strong>Total Property Taxes</strong></td>
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#### Reserve for Replacements:

- **Annual reserves per unit:** $250
- **Total Reserve for Replacements:** $18,000

#### Other Expenses

<table>
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<th>Item</th>
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<tbody>
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<td>Cable TV</td>
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<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
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</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$2,240</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>$12,240</td>
</tr>
</tbody>
</table>

#### TOTAL ANNUAL EXPENSES

- **Expense per unit:** $4825
- **Total Annual Expenses:** $347,383
- **Expense to Income Ratio:** 35.23%

#### NET OPERATING INCOME (before debt service)

- **Net Operating Income:** $638,741

#### Annual Debt Service

- **Conventional Loan:** $532,283
- **Total Annual Debt Service:** $532,283
- **Debt Coverage Ratio:** 1.20

#### NET CASH FLOW

- **Net Cash Flow:** $106,458

---

If a revised form is submitted, date of submission: 2/26/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 27
Pro Forma
### 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>
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</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,057,440</td>
<td>$1,078,589</td>
<td>$1,100,161</td>
<td>$1,122,164</td>
<td>$1,144,607</td>
<td>$1,263,739</td>
<td>$1,395,270</td>
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<td>$1,087,402</td>
<td>$1,109,150</td>
<td>$1,131,333</td>
<td>$1,153,959</td>
<td>$1,274,064</td>
<td>$1,406,670</td>
</tr>
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<td>($81,555)</td>
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<td>($105,500)</td>
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<tr>
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<td>$23,486</td>
<td>$27,227</td>
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<tr>
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<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
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<tr>
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<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$12,240</td>
<td>$12,607</td>
<td>$12,985</td>
<td>$13,375</td>
<td>$13,776</td>
<td>$15,970</td>
<td>$18,514</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$347,383</td>
<td>$357,312</td>
<td>$367,528</td>
<td>$378,041</td>
<td>$388,859</td>
<td>$447,848</td>
<td>$515,927</td>
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### DEBT SERVICE

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<th>YEAR 4</th>
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</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$532,283</td>
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<td>$532,283</td>
<td>$532,283</td>
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<td>Third Deed of Trust Annual Loan Payment</td>
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<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$106,458</td>
<td>$116,252</td>
<td>$126,152</td>
<td>$136,159</td>
<td>$146,270</td>
<td>$198,378</td>
<td>$252,960</td>
</tr>
</tbody>
</table>

### CUMULATIVE NET CASH FLOW

<table>
<thead>
<tr>
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<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>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.22</td>
<td>1.24</td>
<td>1.26</td>
<td>1.27</td>
<td>1.37</td>
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<tr>
<td>Asset Management Fee</td>
<td>$4,000</td>
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<td>$4,502</td>
<td>$5,215</td>
<td>$6,050</td>
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<tr>
<td>Deferred Developer Fee</td>
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<td>$112,132</td>
<td>$121,909</td>
<td>$131,788</td>
<td>$141,768</td>
<td>$0</td>
<td>$0</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)
## 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 assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
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</table>

| EXPENSES | | | | | | | |
| General & Administrative Expenses | $22,517 | $23,193 | $23,888 | $24,605 | $25,343 | $29,380 | $34,059 |
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| Other Expenses | $12,240 | $12,607 | $12,985 | $13,375 | $13,776 | $15,970 | $18,514 |
| TOTAL ANNUAL EXPENSES | $347,383 | $357,312 | $367,528 | $378,041 | $388,589 | $447,848 | $515,927 |
| NET OPERATING INCOME | $638,741 | $648,535 | $658,435 | $668,442 | $678,553 | $730,661 | $785,243 |

## DEBT SERVICE

| DEBT SERVICE | | | | | | | |
| First Deed of Trust Annual Loan Payment | $532,283 | $532,283 | $532,283 | $532,283 | $532,283 | $532,283 | $532,283 |
| Second Deed of Trust Annual Loan Payment | | | | | | | |
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| Other Annual Required Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |

## ANNUAL NET CASH FLOW

| ANNUAL NET CASH FLOW | $106,458 | $116,252 | $126,152 | $136,159 | $146,270 | $198,378 | $252,960 |

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: 918-588-4620
Email: LAlam@blkw.com

Date: 2-26-2020

If a revised form is submitted, date of submission:

2-26-2020
## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
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<td>$658,435</td>
<td>$668,442</td>
<td>$678,553</td>
<td>$730,661</td>
<td>$785,243</td>
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<td>$136,159</td>
<td>$146,270</td>
<td>$198,378</td>
<td>$252,960</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$106,458</td>
<td>$222,710</td>
<td>$348,862</td>
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<td>$631,291</td>
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<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.22</td>
<td>1.24</td>
<td>1.26</td>
<td>1.27</td>
<td>1.37</td>
<td>1.48</td>
</tr>
<tr>
<td>Asset Management Fee</td>
<td>$4,000</td>
<td>$4,120</td>
<td>$4,244</td>
<td>$4,371</td>
<td>$4,502</td>
<td>$5,219</td>
<td>$6,050</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>$102,458</td>
<td>$112,132</td>
<td>$121,909</td>
<td>$131,788</td>
<td>$141,768</td>
<td>$0</td>
<td>$0</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)
Carver Ridge Apartments
TDHCA # 20292

Tab 28
Off-site Cost
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>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>CONCRETE SIDEWALK</td>
<td></td>
<td></td>
<td>$40,200</td>
<td></td>
<td></td>
<td>$40,200</td>
</tr>
<tr>
<td>CONCRETE BOX CULVERT</td>
<td></td>
<td></td>
<td>$30,000</td>
<td></td>
<td></td>
<td>$30,000</td>
</tr>
<tr>
<td>18&quot; RCP STORM SEWER</td>
<td></td>
<td></td>
<td>$5,250</td>
<td></td>
<td></td>
<td>$5,250</td>
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<td>24&quot; RCP STORM SEWER</td>
<td></td>
<td></td>
<td>$27,200</td>
<td></td>
<td></td>
<td>$27,200</td>
</tr>
<tr>
<td>10&quot; WIDE CURB INLET</td>
<td></td>
<td></td>
<td>$30,000</td>
<td></td>
<td></td>
<td>$30,000</td>
</tr>
<tr>
<td>4&quot; DIA. STORM SEWER MANHOLE</td>
<td></td>
<td></td>
<td>$10,000</td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>ASPHALT ROAD WITH FLEXIBLE BASE AND SUBGRADE PREPARATION</td>
<td>$185,770</td>
<td></td>
<td>$185,770</td>
<td></td>
<td></td>
<td>$185,770</td>
</tr>
<tr>
<td>CONCRETE CURB AND GUTTER</td>
<td>$18,300</td>
<td></td>
<td>$18,300</td>
<td></td>
<td></td>
<td>$18,300</td>
</tr>
<tr>
<td>REGRADE EXISTING BAR DITCH</td>
<td>$1,080</td>
<td></td>
<td>$1,080</td>
<td></td>
<td></td>
<td>$1,080</td>
</tr>
<tr>
<td>RESEEDING BAR DITCH AREA</td>
<td>$2,000</td>
<td></td>
<td>$2,000</td>
<td></td>
<td></td>
<td>$2,000</td>
</tr>
<tr>
<td>12&quot; PVC WATER LINE</td>
<td>$29,400</td>
<td></td>
<td>$29,400</td>
<td></td>
<td></td>
<td>$29,400</td>
</tr>
<tr>
<td>8&quot; PVC WATER LINE</td>
<td>$10,000</td>
<td></td>
<td>$10,000</td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>12&quot; GATE VALVE</td>
<td>$7,000</td>
<td></td>
<td>$7,000</td>
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<td>$7,000</td>
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<tr>
<td>8&quot; GATE VALVE</td>
<td>$7,500</td>
<td></td>
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<td>$7,500</td>
</tr>
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<td>CONNECTION TO EXISTING WATER LINE</td>
<td>$5,000</td>
<td></td>
<td>$5,000</td>
<td></td>
<td></td>
<td>$5,000</td>
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<tr>
<td>CONCRETE SIDEWALK REPAIR</td>
<td>$800</td>
<td></td>
<td>$800</td>
<td></td>
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<td>$800</td>
</tr>
<tr>
<td>WATER SERVICE CONNECTION INCLUDING VALVES AND METER VAULT</td>
<td>$15,000</td>
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<td>$15,000</td>
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<td></td>
<td>$15,000</td>
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<td>8&quot; PVC WASTEWATER LINE</td>
<td>$84,000</td>
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<td>$84,000</td>
<td></td>
<td></td>
<td>$84,000</td>
</tr>
<tr>
<td>4&quot; DIA. WASTEWATER MANHOLE</td>
<td>$25,000</td>
<td></td>
<td>$25,000</td>
<td></td>
<td></td>
<td>$25,000</td>
</tr>
<tr>
<td>CONNECTION TO EXISTING MANHOLE</td>
<td>$2,500</td>
<td></td>
<td>$2,500</td>
<td></td>
<td></td>
<td>$2,500</td>
</tr>
<tr>
<td>ASPHALT PAVEMENT REPAIR</td>
<td>$3,000</td>
<td></td>
<td>$3,000</td>
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<td></td>
<td>$3,000</td>
</tr>
<tr>
<td>SILT FENCE</td>
<td>$1,650</td>
<td></td>
<td>$1,650</td>
<td></td>
<td></td>
<td>$1,650</td>
</tr>
<tr>
<td>STABILIZED CONSTRUCTION ENTRANCE</td>
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<td></td>
<td>$1,000</td>
<td></td>
<td></td>
<td>$1,000</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$541,650</td>
<td></td>
<td></td>
<td>$541,650</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name: Chien Lee

Date: 2-26-2020

If a revised form is submitted, date of submission: ___________________________
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;
- 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>CONCRETE PARKING AND DRIVEWAY</td>
<td></td>
<td></td>
<td>$600,000</td>
<td></td>
<td></td>
<td>$600,000</td>
</tr>
<tr>
<td>CONCRETE CURB AND GUTTER</td>
<td></td>
<td></td>
<td>$40,500</td>
<td></td>
<td></td>
<td>$40,500</td>
</tr>
<tr>
<td>CONCRETE WALKWAY</td>
<td></td>
<td></td>
<td>$112,000</td>
<td></td>
<td></td>
<td>$112,000</td>
</tr>
<tr>
<td>STORM WATER DETENTION WITH OVERFLOW</td>
<td></td>
<td></td>
<td>$75,000</td>
<td></td>
<td></td>
<td>$75,000</td>
</tr>
<tr>
<td>8&quot; PVC WATER LINE</td>
<td></td>
<td></td>
<td>$50,000</td>
<td></td>
<td></td>
<td>$50,000</td>
</tr>
<tr>
<td>8&quot; GATE VALVE</td>
<td></td>
<td></td>
<td>$2,500</td>
<td></td>
<td></td>
<td>$2,500</td>
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<tr>
<td>4&quot; WATER SERVICE LINE</td>
<td></td>
<td></td>
<td>$48,000</td>
<td></td>
<td></td>
<td>$48,000</td>
</tr>
<tr>
<td>4&quot; GATE VALVE</td>
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<td></td>
<td>$13,500</td>
<td></td>
<td></td>
<td>$13,500</td>
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<tr>
<td>FIRE HYDRANT ASSEMBLY</td>
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<td></td>
<td></td>
<td>$20,000</td>
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<tr>
<td>6&quot; GATE VALVE</td>
<td></td>
<td></td>
<td>$11,000</td>
<td></td>
<td></td>
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<td>FIRE DEPT. CONNECTION W/ MANHOLE</td>
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<td></td>
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<td>$45,000</td>
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<tr>
<td>8&quot; PVC WASTEWATER MANHOLE</td>
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<td></td>
<td>$52,000</td>
<td></td>
<td></td>
<td>$52,000</td>
</tr>
<tr>
<td>4&quot; DIA. WASTEWATER MANHOLE</td>
<td></td>
<td></td>
<td>$20,000</td>
<td></td>
<td></td>
<td>$20,000</td>
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<td>6&quot; WASTEWATER LINE W/ CLEANOUT</td>
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<td></td>
<td>$17,500</td>
<td></td>
<td></td>
<td>$17,500</td>
</tr>
</tbody>
</table>

Total:                                     $1,107,000

Signature of Relevant Engineer: Chien Y. Lee
Printed Name: Chien Lee
Date: 2-26-2020
Carver Ridge Apartments
TDHCA # 20292

Tab 30
Development Cost Schedule
# Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the Total Cost column. Direct Loan Applicants should review costs ineligible for reimbursement with Direct Loan funds in 10 TAC §13.3(e), while all HTC Applicants must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,067,220</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,067,220</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OFF-SITES</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$541,650</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SITE WORK</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,107,000</td>
<td>$0</td>
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</table>

<table>
<thead>
<tr>
<th>SITE AMENITIES</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>72,000</td>
<td>72,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$72,000</td>
<td>$0</td>
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</table>

Scratch Paper/Notes

ALL OFF-SITE COSTS REQUIRE DOCUMENTATION. THOSE ENTERED IN BASIS REQUIRE MORE DOCUMENTATION!!! SEE 10 TAC §11.204(8)(E)(ii). See breakout of costs at Tab 28

See breakout of costs at Tab 29

Self Score Total: 132

2/26/2020
<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>E77:E78</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Concrete</td>
<td>740,000</td>
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</tr>
<tr>
<td>Masonry</td>
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</tr>
<tr>
<td>Metals</td>
<td>2,035,000</td>
<td>2,035,000</td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roof Covering</td>
<td>915,000</td>
<td>915,000</td>
<td></td>
</tr>
<tr>
<td>Doors and Windows</td>
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</tr>
<tr>
<td>Finishes</td>
<td>150,000</td>
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</tr>
<tr>
<td>Specialties</td>
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<tr>
<td>Equipment</td>
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</tr>
<tr>
<td>Furnishings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC, Plumbing)</td>
<td>765,000</td>
<td>765,000</td>
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</tr>
<tr>
<td>Electrical</td>
<td>470,000</td>
<td>470,000</td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal Building Costs Before 11.9(e)(2)</td>
<td>$6,480,000</td>
<td>$0</td>
<td>$6,480,000</td>
</tr>
<tr>
<td>Voluntary Eligible Building Costs (After 11.9(e)(2))*</td>
<td>$76.43 psf</td>
<td>$5,778,108</td>
<td></td>
</tr>
</tbody>
</table>

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 | $7,659,000 | $0 | $6,901,758 |
| (including site amenities)       |            |    |           |
| Contingency                      | 7.00%      | 574,000 | 574,000 |

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>5.61%</td>
<td>492,000</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>1.87%</td>
<td>164,000</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>5.61%</td>
<td>492,000</td>
</tr>
</tbody>
</table>

TOTAL CONTRACTOR FEES

| $1,148,000 | $0 | $1,046,606 |

TOTAL CONSTRUCTION CONTRACT

| Before 11.9(e)(2) | $9,922,650 | $0 | $8,522,364 |

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

Enter amount to be used to achieve desired score. $0.00 psf
## SOFT COSTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>117,750</td>
<td>117,750</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>75,000</td>
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<tr>
<td>Real estate attorney/other legal fees</td>
<td>50,000</td>
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<tr>
<td>Accounting fees</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>Impact Fees</td>
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<td>305,620</td>
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<tr>
<td>Building permits &amp; related costs</td>
<td>59,600</td>
<td>59,600</td>
</tr>
<tr>
<td>Appraisal</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,500</td>
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</tr>
<tr>
<td>Environmental assessment</td>
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<tr>
<td>Soils report</td>
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<tr>
<td>Survey</td>
<td>18,000</td>
<td>18,000</td>
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<tr>
<td>Marketing</td>
<td></td>
<td></td>
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<tr>
<td>Hazard &amp; liability insurance</td>
<td>15,750</td>
<td>15,750</td>
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<tr>
<td>Real property taxes</td>
<td>29,572</td>
<td>29,572</td>
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<tr>
<td>Personal property taxes</td>
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<tr>
<td>Tenant Relocation</td>
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<td></td>
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<td>FF&amp;E</td>
<td>57,600</td>
<td>57,600</td>
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<td><strong>Subtotal Soft Cost</strong></td>
<td>$817,392</td>
<td>$0</td>
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## FINANCING:

### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Category</th>
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<th>Amount 2</th>
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<td>Interest</td>
<td>647,200</td>
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<td>Loan origination fees</td>
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<td>116,000</td>
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<td>Title &amp; recording fees</td>
<td>24,000</td>
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<tr>
<td>Closing costs &amp; legal fees</td>
<td>20,000</td>
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<tr>
<td>Inspection fees</td>
<td>17,500</td>
<td>17,500</td>
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<tr>
<td>Credit Report</td>
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<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>Other (specify) - see footnote 1</td>
<td></td>
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</tbody>
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### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
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<tbody>
<tr>
<td>Loan origination fees</td>
<td>86,800</td>
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<tr>
<td>Title &amp; recording fees</td>
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<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

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

<table>
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<tr>
<th>Cost Item</th>
<th>Amount</th>
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<tr>
<td>Tax credit fees</td>
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<td>Tax and/or bond counsel</td>
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</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
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</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost: $981,810

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Fee Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>$150,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>$1,500,000</td>
</tr>
</tbody>
</table>

Subtotal Developer Fees: $1,650,000

### RESERVES

<table>
<thead>
<tr>
<th>Reserve Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>$42,426</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>$431,000</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>$9,000</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves: $482,426

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

### TOTAL HOUSING DEVELOPMENT COSTS

Subtotal Financing Cost: $981,810

Subtotal Developer Fees: $1,650,000

Subtotal Reserves: $482,426

Total Housing Development Costs: $14,921,498

The following calculations are for HTC Applications only.

**Deduct From Basis:**

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

Total Eligible Basis: $11,360,756

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

Total Adjusted Basis: $14,768,983

Applicable Fraction: 77.14%

Total Qualified Basis: $11,393,215

Applicable Percentage: 9.00%

Credits Supported by Eligible Basis: $1,025,389

Credit Request (from 17.Development Narrative): $600,000

Requested Score for 11.9(e)(2): 12

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.

Name of contact for Cost Estimate: Matt Zimmerman

Phone Number for Contact: (417) 890-3239

2/26/2020
If a revised form is submitted, date of submission: 2/26/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 31
Sources and Uses
## Schedule of Sources of Funds and Financing Narrative

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

### Financing Participants Funding Description

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Bank of Oklahoma (BOK)</td>
<td>$8,679,000</td>
<td>4.98%</td>
</tr>
<tr>
<td>Bank of Oklahoma (BOK)</td>
<td>$3,259,000</td>
<td>4.98%</td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Raymond James</td>
<td>$600,000</td>
<td>$551,900</td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Hutto</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JZ - LZ AH BETCO, LLC</td>
<td>$1,650,000</td>
<td>$723,248</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
<td>$14,140,150</td>
<td></td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
<td>$14,921,498</td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

(1) BOK as the construction and permanent lender. The construction loan will include two tranches totaling $11,938,000 ($3,259,000 and $8,679,000). Both tranches will incur interest at 4.98%, with 24 month terms. The $3,259,000 tranche will be paid in full from the 2nd Installment of HTC equity. The $8,679,000 tranche will convert to a permanent loan bearing interest at 5.10%, 35 year amortization, and a 15 year term. (2) Raymond James will be the limited partner and purchase the HTCs at a price of $0.92. The HTC equity will be contributed as follows: 10%-$551,900 at initial closing, 80%-$4,415,200 at construction completion, and 10%-$551,900 at stabilization for a total of $5,519,000 based on an annual HTC amount of $600,000. (3) JZ - LZ AH BETCO, LLC will be the developer and will defer $723,248 of its developer fee, to be repaid from available cashflows. (4) The City of Hutto has committed to provide a $250 contribution.

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.

The initial replacement reserve deposit will equal $9,000 (6-months) and after stabilization, annually $18,000 ($250 per unit) paid monthly.

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.

N/A

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: ________________

2/26/2020
### Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>0.00%</td>
<td>$0</td>
<td>-</td>
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<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>Bank of Oklahoma (BOK)</td>
<td>Conventional Loan</td>
<td>$8,679,000</td>
<td>4.98%</td>
<td>$8,679,000</td>
<td>5.10%</td>
</tr>
<tr>
<td>Bank of Oklahoma (BOK)</td>
<td>Conventional Loan</td>
<td>$3,259,000</td>
<td>4.98%</td>
<td>$3,259,000</td>
<td>5.10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Raymond James</td>
<td>HTC</td>
<td>$600,000</td>
<td>$511,900</td>
<td>$5,519,000</td>
<td>-</td>
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<tr>
<td><strong>Grant</strong></td>
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</tr>
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<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td></td>
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</tr>
<tr>
<td>JZ - LZ AH BETCO, LLC</td>
<td>Deferred Developer Fee</td>
<td>$1,650,000</td>
<td>$723,248</td>
<td>$723,248</td>
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<td><strong>Other</strong></td>
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<td>Direct Loan Match</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
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<td>$14,140,150</td>
<td>$14,921,498</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Total Uses of Funds</strong></td>
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<td>$14,921,498</td>
<td>$14,921,498</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
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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).

1. BOK as the construction and permanent lender. The construction loan will include two tranches totaling $11,938,000 ($3,259,000 and $8,679,000). Both tranches will incur interest at 4.98%, with 24 month terms. The $3,259,000 tranche will be paid in full from the 2nd installment of HTC equity. The $8,679,000 tranche will convert to a permanent loan bearing interest at 5.10%, 35 year amortization, and a 15 year term. 2. Raymond James will be the limited partner and purchase the HTCs at a price of $0.92. The HTC equity will be contributed as follows: 10%-$551,900 at initial closing, 80%-$4,415,200 at construction completion, and 10%-$551,900 at stabilization for a total of $5,519,000 based on an annual HTC amount of $600,000. 3. JZ - LZ AH BETCO, LLC will be the developer and will defer $723,248 of its developer fee, to be repaid from available cashflows. 4. The City of Hutto has committed to provide a $250 contribution.

Describe the replacement reserves. Are there any existing reserve amounts that will transfer with the property? If so, describe what will be done with these funds.

The initial replacement reserve deposit will equal $9,000 (6-months) and after stabilization, an annual $18,000 ($250 per unit) paid monthly.

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.

N/A

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: Lisa Albers
Printed Name: Lisa Albers
Date: 7-27-2020
Telephone: 719-581-6420
Email address: lalbers@hutto.com

If a revised form is submitted, date of submission: 2/26/2020
### 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>
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<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</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>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Bank of Oklahoma (BOK)</td>
<td>Conventional Loan</td>
<td>$8,679,000</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Raymond James</td>
<td>HTC</td>
<td>$600,000</td>
<td>$551,900</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Hutto</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JZ - LZ AH BETCO, LLC</td>
<td>Deferred Developer Fee</td>
<td>$1,650,000</td>
<td>$723,248</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Sources of Funds $14,140,150 $14,921,498

Total Uses of Funds $14,921,498

6/29/2020
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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).

| (1) | BOK as the construction and permanent lender. The construction loan will include two tranches totaling $11,938,000 ($3,259,000 and $8,679,000). Both tranches will incur interest at 4.98%, with 24 month terms. The $3,259,000 tranche will be paid in full from the 2nd Installment of HTC equity. The $8,679,000 tranche will convert to a permanent loan bearing interest at 5.10%, 35 year amortization, and a 17 year term. (2) Raymond James will be the limited partner and purchase the HTCs at a price of $0.92. The HTC equity will be contributed as follows: 10%-$551,900 at initial closing, 80%-$4,415,200 at construction completion, and 10%-$551,900 at stabilization for a total of $5,519,000 based on an annual HTC amount of $600,000. (3) JZ - LZ AH BETCO, LLC will be the developer and will defer $723,248 of its developer fee, to be repaid from available cashflows. (4) The City of Hutto has committed to provide a $250 contribution. |
| 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. |
| The initial replacement reserve deposit will equal $9,000 (6-months) and after stabilization, annually $18,000 ($250 per unit) paid monthly. |
| 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. |
| N/A |

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></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Telephone: ____________________________

Email address: ____________________________

If a revised form is submitted, date of submission: **6/29/2020**
## 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>Total Uses of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Sources of Funds</td>
</tr>
</tbody>
</table>

### Debt

<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></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>Bank of Oklahoma (BOK)</td>
<td>Conventional Loan</td>
<td>$8,679,000</td>
<td>4.98%</td>
<td>$8,679,000</td>
</tr>
<tr>
<td>Bank of Oklahoma (BOK)</td>
<td>Conventional Loan</td>
<td>$3,259,000</td>
<td>4.98%</td>
<td>$3,259,000</td>
</tr>
</tbody>
</table>

### Third Party Equity

<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Raymond James</td>
<td>HTC $600,000</td>
<td>$551,900</td>
<td>$5,519,000</td>
<td>0.92</td>
</tr>
</tbody>
</table>

### Grant

<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Hutto</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$250</td>
<td>$250</td>
<td>-</td>
</tr>
</tbody>
</table>

### Deferred Developer Fee

<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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JZ - LZ AH BETCO, LLC</td>
<td>Deferred Developer Fee</td>
<td>$1,650,000</td>
<td>$723,248</td>
<td>-</td>
</tr>
</tbody>
</table>

### Other

<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></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Direct Loan Match | $14,140,150 | $14,921,498 | - | - | - |

| Total Sources of Funds | $14,140,150 | $14,921,498 | - | - | - |

| Total Uses of Funds | $14,921,498 | $14,921,498 | - | - | - |
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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The initial replacement reserve deposit will equal $9,000 (6-months) and after stabilization, annually $18,000 ($250 per unit) paid monthly.

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.

N/A

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]
BOK FINANCIAL

[Printed Name] Lisa Albers

[Date] 2-27-2020

Telephone: T1P-648-6420
Email address: LAlbers@Hutto.com

If a revised form is submitted, date of submission: 2/26/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 32
MF Direct Loan - Fin. Cap
NOT APPLICABLE
Financial Capacity (10 TAC §13.8(c)(8))

If the Department’s Direct Loan amounts to more than 50% of the Total Housing Development Cost, except for Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party Certified Public Accountant verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; **OR**

- Evidence of a line of credit or equivalent tool in the sole determination of the Department equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

**Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(9))**

If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 10% of Total Housing Development Costs; and

- evidence through submission of this Application that the Direct Loan amount requested is not greater than 80% of the Total Housing Development Costs

**Owner Equity Requirements for ALL Applications (10 TAC §11.204(7)(C))**

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

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Carver Ridge Apartments
TDHCA # 20292

Tab 33
Match Funds
NOT APPLICABLE
Match Funds (Multifamily Direct Loan Applications Only) [§13.2(9)]

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

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

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

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

2/10/2020
Carver Ridge Apartments
TDHCA # 20292

Tab 34
Financing Scoring
## Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Commitment of Development Funding by Local Political Subdivision</strong> (§11.9(d)(2))</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>City of Hutto</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>x A letter from an official of the political subdivision stating that the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>political subdivision will provide a loan, grant, reduced fees or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>contribution of other value type, and the terms under which it will be</td>
<td></td>
</tr>
<tr>
<td></td>
<td>provided is in the application.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>x The dollar value of the contribution must be in the letter and must</td>
<td></td>
</tr>
<tr>
<td></td>
<td>equal $500 or more if Urban and $250 or more if Rural or USDA.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>x The commitment of development funding is reflected in the Application</td>
<td></td>
</tr>
<tr>
<td></td>
<td>as a financial benefit to the Development, i.e. reported as a source of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>funds on the Sources and Uses Form and/or reflected in a lower cost in</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the Development Cost Schedule, such as notation of a reduction in building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>permits and related costs.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Points Claimed:</strong></td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Financial Feasibility</strong> (§11.9(e)(1))</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Eligible Pro-Forma and letter stating the Development is financially</td>
<td></td>
</tr>
<tr>
<td></td>
<td>feasible.</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>x Eligible Pro-Forma and letter stating Development and Principals are</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>acceptable.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Points Claimed:</strong></td>
<td>26</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Leveraging of Private, State, and Federal Resources</strong> (§2306.6725(a)(3);</td>
<td></td>
</tr>
<tr>
<td></td>
<td>§11.9(e)(4))</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>6.94%</td>
</tr>
<tr>
<td></td>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>4.02%</td>
</tr>
<tr>
<td></td>
<td><strong>Eligibility for points:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Neighborhood Funding</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>* Be sure no more than 50% of Developer fees are deferred.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Points Claimed:</strong></td>
<td>3</td>
</tr>
</tbody>
</table>
**Supporting Documents Should be Included Behind this Tab**

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

<table>
<thead>
<tr>
<th></th>
<th>Executed Pro Forma from Permanent or Construction Lender</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>Letter from lender regarding approval of Principals (consistent with Template)</td>
</tr>
<tr>
<td>x</td>
<td>Evidence of all Permanent and Construction Financing (term sheets, loan agreements)</td>
</tr>
</tbody>
</table>

**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.

| n/a | Evidence of any Gap Financing, terms included |
| n/a | Evidence of any Owner Contributions, with financial support if required |
| x | Evidence of Equity Financing (HTC applications only) |
| n/a | Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) **was submitted behind TAB 19**. |
| x | Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)] |
| n/a | Evidence of Rental Assistance/Subsidy |

2/16/2020
February 27, 2020

Mr. Justin Zimmerman
JZ-LZ AH Betco, LLC
1329 East Lark Street
Springfield, Missouri 65804

Mr. Zimmerman,

I have received and reviewed the 15 year pro forma for Carver Ridge Apartments located in Hutto, Texas. The attached pro forma, which has been reviewed and executed by an authorized representative of BOK Financial is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on BOK Financial's current underwriting parameters and consistent with the loan terms indicated in the term sheet.

The attached pro forma indicates that the development would maintain no less than a 1.20 debt coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to BOK Financial's due diligence review.

Additionally, BOK Financial has performed a preliminary review of the credit worthiness of JZ-LZ AH Betco, LLC, Justin M. Zimmerman and Donna L. Zimmerman. At this time, BOK Financial has no reservation with any of the Principals of the borrower. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this Borrower, other than those requirements disclosed herein.

Best Regards,

Lisa E. Albers

Attachment: 15-year Proforma
February 27, 2020

Mr. Justin M. Zimmerman
JZ-LZ AH Betco, LLC
1329 East Lark Street
Springfield, Missouri 65804

Mr. Zimmerman,

On behalf of BOKF, N.A. dba Bank of Texas, N.A. (the Bank) it is our pleasure to offer the following financing terms for the new construction of the 72-unit development in Hutto, Texas named Carver Ridge Apartments. The terms presented below are indicative of a loan structure we would like to pursue and are based on the information provided by you and our underwriting assumptions.

Borrower: Carver Ridge Apartments, LP

Loan Amount:

- **Construction Loan:** $11,938,000, converting non-revolving advancing line of credit. This is based on the following factors occurring prior to funding: a project budget of $14,521,498, receipt of an allocation of 9% LIHTC.

- **Permanent Loan:** $8,679,000

Maturity:

- **Construction Loan:** Twenty-four (24) months from closing. Monthly interest payments will be due during construction.

- **Permanent Loan:** Seventeen (17) years from closing.

Collateral:

First lien in the leasehold interest of the Land and the Improvements which consists of 72-units; the assignment of all leases and rents, contracts, plans and specifications of the project.

Interest Rate:

The rate will be broken into two (2) tranches:

- **Tranche 1:** $8,679,000 will be fixed at BOK’s cost of funds plus 200 basis points. This currently equates to 5.1%. The rate will be fixed at the time the construction loan closes and will continue through the term of the permanent loan. This tranche will be funded first and will be fully funded 12 months from the date the construction loan closes. It will be interest only for 2 years and at conversion it will begin amortizing on a 35-year amortization. Standard Tier I prepayment penalty of the greater of 1% or yield maintenance will apply.
Tranche 2: $3,259,000 will float at LIBOR plus 275 points. This tranche will be interest only and will be completely paid off when the loan converts to the permanent loan.

Origination Fee:
Construction Loan: A non-refundable fee of 1% of the Construction loan will be payable at closing.
Permanent Loan: A non-refundable fee of 2% of the term loan will be payable at conversion.

Payment Terms:
Construction Loan: Monthly interest payments will be due during construction.
Permanent Loan: Fixed monthly payments of principal and interest based on a 35-year amortization.

Prepayment Penalty:
Tranche 1: The greater of yield maintenance or one percent (1%) of the prepaid amount.
Tranche 2: None

Guaranty:
Construction Loan: JZ-LZ AH Betco, LLC, Justin M. Zimmerman and Donna L. Zimmerman and their Trust, will provide an unlimited guaranty of the loan amount during construction.
Permanent Loan: None, except for standard fraud carve outs.

Sources of Funds:
Proceeds from the sale of an allocation of 9% LIHTC from the Syndicator of which a minimum of ten percent (10%) must be payable at closing. The identity of the equity investor and pay-in schedule must be disclosed and acceptable to the Bank. A grant from the City of Hutto will also be utilized.

Use of Loan Proceeds:
The Loan proceeds will be used exclusively to construct the 72 units at the project in Hutto, Texas.

Disbursement Of Loan Funds:
Disbursement of Loan proceeds will occur no more than monthly, following the Bank's receipt and acceptance of written advance requests. Requests should be based on the final approved project budget and the progress of the construction of the Project, and subject to a third party inspecting review. Advance requests shall be accompanied by support documentation, lien waivers, and date down endorsements.

Appraisal:
Funding is contingent on the Bank's receipt of an acceptable self-contained appraisal report stating the Market Value of the Project, prepared by a Bank-approved MAI. The loan amount is subject to a maximum 75% loan-to-value.
Environmental Report(s): Prior to closing, Borrower will provide the Bank with a Phase I environmental audit, prepared by a licensed environmental engineer, approved by the Bank, reflecting the Project's real property to be free and clear of any environmental hazard on, under, or around the subject.

Mortgage Title Insurance: Prior to closing, the Bank requires receipt of a commitment for mortgage title insurance in an amount equal to the maximum loan amount, issued by a Bank-approved title insurance company, listing no liens other than those which are to be paid off prior to or at closing. There are to be no exceptions other than routine utility easements and restrictions, and the current year's taxes not yet due. The Bank shall be named as the insured mortgagee.

Survey: Prior to closing, the Bank requires receipt of a minimum ALTA survey of the Project, in form and content acceptable to the Bank, showing all easements, encroachments or any other item which may affect the Bank's lien position. The survey must be satisfactory to delete the survey exception in the mortgage title insurance commitment.

A foundation survey must be received prior to the commencement of any vertical improvements.

All surveys are to be performed by a Texas registered land surveyor acceptable to the Bank. All surveys must be certified as true and correct to the Bank, title insurance company and the Borrower.

Flood Insurance: If any improvements (existing and/or proposed) on the Project are or will be located in an area identified by the U. S. Department of Housing and Urban Development (H.U.D.) as an area having "special flood hazards", flood insurance must be purchased and maintained in the amount of the Loan.

Insurance: At or before closing, the Borrower will provide evidence of Property, Casualty and General Liability insurance coverage and in some cases may require other property specific coverage. Construction loan must, also, be covered by Builder's Risk coverage including Worker's Compensation. Insurance policies must be provided by companies meeting a criterion of being, at minimum, A.M. Best rated A, size category VII or being Lloyd's of London or be covered under a FAIR plan, if it is the only coverage available at a reasonable cost. The named insured is to be the Borrower and in all cases the Bank (Mortgagee) shall be named as an additional insured and Loss Payee.

Governmental Approvals: Borrower shall provide the Bank with evidence of all necessary governmental approvals for the Project, including but not limited to, zoning and building permits.

Utilities: Borrower shall provide evidence to the Bank of the availability, at the Project, of all utilities service necessary for the construction and operation of the Project including, but not limited to water, electric, natural gas, telephone and sanitary sewer.
Ownership Change: Ownership of the Borrower shall not change during the term of the Loan without the prior written consent of the bank.

Representation of Fact: This commitment is subject to the accuracy of all information and representations submitted with or in support of the application for the Loan.

Opinion of Counsel: Prior to or at closing, the Bank requires a legal opinion of Borrower's counsel which will provide a legal opinion confirming that all matters pertaining to the Project and Loan are valid, enforceable and in accordance with the intended terms and do not violate any laws.

Preparation of Loan Documents: The Bank's legal counsel will prepare the loan documents at the expense of the Borrower.

Take-Out Assurances: Prior to closing of the Construction Loan, written assurances, which obligate a funding source to pay-down the Construction Loan, must be in place. The assurances will obligate the funding source to restrict proceeds in the amount of the required pay-down and set forth a date no later than the maturity date of the Construction Loan in which the proceeds will be funded to the Bank.

Developer Fee: The estimated Developer Fee is $1,500,000. The amount paid during construction is $250,000. The estimated amount of Deferred Developer Fee is $723,248.

Related Deposit Accounts: The related deposit accounts for this project will be maintained at the Bank, this will include:
- Construction Account
- Operating Account
- Lease Up Reserve
- Replacement Reserve
- Operating Reserve
- Tax and Insurance Escrow

LIHTC Certification: Borrower will provide the Bank a copy of Annual Owner's Certificate provided to TDHCA

Expenses: Borrower will pay all expenses associated with the Loan. The expenses shall include but not be limited to; attorney's fees, lender's title insurance policy, appraisal, environmental report, survey and mortgage tax (where allowed by law), and engineer or inspector fees. Any costs incurred for this financing will be the responsibility of the Borrower to pay. Please be advised that it is the
Borrower’s sole responsibility to pay these costs irrespective of whether the loan closes or not.

Other Requirements:

The subject requirements are intended to set out the primary terms and conditions of the Loan, but are not all-inclusive. This commitment is subject to review by the Bank’s legal counsel, and the Bank reserves the right to reasonable require other mutually agreeable conditions and documents necessary to establish, perfect, and maintain the contemplated Loan, including but not limited to loan agreement, note, mortgage, assignment of leases and security agreement.

According to the Bank Secrecy Act, the Bank is required to obtain, verify and record certain identifying information as part of our due diligence process. To comply with this we must ask for specific identifying information including Name, Address and other information that will allow us to verify your identity. Additionally, we may request other identifying documents in order to meet the verification requirements.

The terms and conditions of this letter will expire December 31, 2020. Thank you for the opportunity to consider financing this project. Please let me know if I can answer any additional questions.

Best Regards,

Lisa E. Albers
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</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>$1,057,440</td>
<td>$1,078,589</td>
<td>$1,100,161</td>
<td>$1,122,164</td>
<td>$1,144,607</td>
<td>$1,263,739</td>
<td>$1,395,270</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$8,640</td>
<td>$8,813</td>
<td>$8,989</td>
<td>$9,169</td>
<td>$9,352</td>
<td>$10,326</td>
<td>$11,400</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,066,080</td>
<td>$1,087,402</td>
<td>$1,109,150</td>
<td>$1,131,333</td>
<td>$1,153,959</td>
<td>$1,274,064</td>
<td>$1,406,670</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(79,956)</td>
<td>$(81,555)</td>
<td>$(83,186)</td>
<td>$(84,850)</td>
<td>$(86,547)</td>
<td>$(95,555)</td>
<td>$(105,500)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$986,124</td>
<td>$1,005,846</td>
<td>$1,025,963</td>
<td>$1,046,483</td>
<td>$1,067,412</td>
<td>$1,178,509</td>
<td>$1,301,170</td>
</tr>
</tbody>
</table>

## EXPENSES

<table>
<thead>
<tr>
<th>EXPENSE</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>$22,517</td>
<td>$23,193</td>
<td>$23,888</td>
<td>$24,605</td>
<td>$25,343</td>
<td>$29,380</td>
<td>$34,059</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$49,306</td>
<td>$50,292</td>
<td>$51,298</td>
<td>$52,324</td>
<td>$53,371</td>
<td>$58,925</td>
<td>$65,058</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$80,600</td>
<td>$83,018</td>
<td>$85,509</td>
<td>$88,074</td>
<td>$90,716</td>
<td>$105,165</td>
<td>$121,915</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$46,200</td>
<td>$47,586</td>
<td>$49,014</td>
<td>$50,484</td>
<td>$51,999</td>
<td>$60,281</td>
<td>$68,882</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$15,120</td>
<td>$15,574</td>
<td>$16,041</td>
<td>$16,522</td>
<td>$17,018</td>
<td>$19,728</td>
<td>$22,870</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$55,400</td>
<td>$57,062</td>
<td>$58,774</td>
<td>$60,537</td>
<td>$62,353</td>
<td>$72,284</td>
<td>$83,797</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$12,240</td>
<td>$12,607</td>
<td>$12,985</td>
<td>$13,375</td>
<td>$13,776</td>
<td>$15,970</td>
<td>$18,514</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$347,383</td>
<td>$357,312</td>
<td>$367,528</td>
<td>$378,041</td>
<td>$388,859</td>
<td>$447,848</td>
<td>$515,927</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$638,741</td>
<td>$648,535</td>
<td>$658,435</td>
<td>$668,442</td>
<td>$678,553</td>
<td>$730,661</td>
<td>$785,243</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>DEBT SERVICE</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>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$532,283</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>$532,283</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$532,283</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$532,283</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$106,458</td>
<td>$116,252</td>
<td>$126,152</td>
<td>$136,159</td>
<td>$146,270</td>
<td>$198,378</td>
<td>$252,960</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$106,458</td>
<td>$222,710</td>
<td>$348,862</td>
<td>$485,021</td>
<td>$631,291</td>
<td>$1,492,913</td>
<td>$2,621,258</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.22</td>
<td>1.24</td>
<td>1.26</td>
<td>1.27</td>
<td>1.37</td>
<td>1.48</td>
</tr>
<tr>
<td>Asset Management Fee</td>
<td>$4,000</td>
<td>$4,120</td>
<td>$4,244</td>
<td>$4,371</td>
<td>$4,502</td>
<td>$5,219</td>
<td>$6,050</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>102,458</td>
<td>112,132</td>
<td>121,909</td>
<td>131,788</td>
<td>141,768</td>
<td>141,768</td>
<td>0</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 $119(e)(1) relating to Financial Feasibility)

[Signature, Authorized Representative, Construction or Permanent Lender]

[Printed Name]  
[2-28-2020]

[Phone: 918-586-1620]  
[Email: 1albert@bkf.com]

[Signature, Authorized Representative, Syndicator]

If a revised form is submitted, date of submission: 2/26/2020
## 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Bank of Oklahoma (BOK)</td>
<td>Conventional Loan</td>
<td>$8,679,000</td>
<td>4.98%</td>
</tr>
<tr>
<td>Bank of Oklahoma (BOK)</td>
<td>Conventional Loan</td>
<td>$3,259,000</td>
<td>4.98%</td>
</tr>
</tbody>
</table>

### Third Party Equity

| Raymond James | HTC | $600,000 | $511,900 | $5,519,000 | 0.92 |

### Grant

| City of Hutto | $11.9(4)(2) LPS Contribution | $250 | $250 |

### Deferred Developer Fee

| IZ - LZ AH BETCO, LLC | Deferred Developer Fee | $1,650,000 | $723,248 |

### Other

| Direct Loan Match | |

| Total Sources of Funds | $14,140,150 | $14,921,498 |
| Total Uses of Funds | $14,921,498 |
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).

(1) BOK as the construction and permanent lender. The construction loan will include two tranches totaling $11,938,000 ($3,259,000 and $8,679,000). Both tranches will incur interest at 4.98%, with 24 month terms. The $3,259,000 tranche will be paid in full from the 2nd installment of HTC equity. The $8,679,000 tranche will convert to a permanent loan bearing interest at 5.10%, 35 year amortization, and a 15 year term. (2) Raymond James will be the limited partner and purchase the HTCs at a price of $0.92. The HTC equity will be contributed as follows: 10%-$551,900 at initial closing, 80%-$4,415,200 at construction completion, and 10%-$551,900 at stabilization for a total of $5,519,000 based on an annual HTC amount of $600,000. (3) JZ - LZ AH BETCO, LLC will be the developer and will defer $723,248 of its developer fee, to be repaid from available cashflows. (4) The City of Hutto has committed to provide a $250 contribution.

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.

The initial replacement reserve deposit will equal $9,000 (6-months) and after stabilization, annually $18,000 ($250 per unit) paid monthly.

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.

N/A

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

LISA ALBERS

Printed Name

Date

Telephone: 719-638-6420

Email address: laalbers@bokf.com

If a revised form is submitted, date of submission: 2/26/2020
February 27, 2020

Justin M. Zimmerman
JZ - LZ AH Betco, LLC
1329 E Lark
Springfield, MO 65804

Re: Partnership: Carver Ridge Apartments, LP
Property Name: Carver Ridge Apartments
City/State: Hutto, TX

Dear Justin:

This letter will confirm our agreement ("Agreement") whereby Raymond James Tax Credit Funds, Inc. ("RJTCF") shall attempt to effect a closing ("Closing") of an investment by a Fund sponsored by RJTCF (the "RJTCF Fund") in the above named partnership ("Partnership") on the assumptions, terms, and conditions contained in this letter, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. Project:

1. New Construction
2. Units: 72.
4. Estimated Construction Completion Date: September 2021.
5. Estimated 100% Occupancy Date: May 2022.
6. Set-aside Requirements: Five of the units must be leased at 30% or less than median income, twelve of the units must be leased at 50% or less than median income, thirty-nine of the units must be leased at 60% or less than median income and sixteen units may be leased at market rate.
7. Rental Assistance:
   a. Number Of Units: N/A.
   b. Amount: N/A.
   c. Term: N/A.
   d. Source: N/A.
8. Management:
   b. Management Fee: 5.0% of gross collected rents.
9. General Contractor: Zimmerman Properties Construction, LLC.

B. Tax Credit Information:

1. Assumed Partnership Annual Credits: $600,000.
2. The RJTCF Fund’s Share of Partnership Annual Credits: 99.99%
3. Assumed the RJTCF Fund’s Annual Credits: $599,940
4. Applicable Fraction: 77.14%.
5. Applicable Percentage: 9.00%
6. First Credit Year: 2021.

C. Equity Investment:

1. Estimated $0.92 per dollar of the RJTCF Fund’s Credits (“Credit Price”), subject to market conditions and availability of funds.

2. The RJTCF Fund’s Estimated Total Capital: $5,519,000.
   Note that the RJTCF Fund’s estimated actual contributions are based on actual credits delivered. If actual RJTCF Fund Credits are less than the assumed amount, estimated capital contributions will be reduced by the shortfall times the Credit Price. If actual The RJTCF Fund Credits are greater than the assumed amount (“Excess Credits”), then the RJTCF Fund estimated Capital Contributions will be increased by an amount equal to the Excess Credits times the Credit Price up to 105% of the Estimated Total Capital, unless such increase is attributable to an additional reservation of Credits. The RJTCF Fund will specify under which terms it will purchase any Excess Credits attributable to an additional reservation of Credits, and/or those that would otherwise cause capital contributions to exceed 105% of the Estimated Total Capital. The General Partners can accept or reject those terms. Any Excess Credits that the RJTCF Fund is unwilling to buy or that the General Partners are unwilling to sell at the price specified by the RJTCF Fund shall be allocated to the General Partners.

3. Installment Payment of Estimated Capital Contributions:
   a. $551,900 (10%) at Closing of which $40,000 shall be paid to RJTCF as reimbursement of expenses incurred in connection with due diligence
   b. $4,415,200 (80%) at Construction Completion
   c. $551,900 (10%) at Stabilized Operations (“Stabilization Capital Contribution”), of which $25,000 may be held back and paid when all required tax filing information and Forms 8609 are received and audited financials for the year of breakeven Operations are available.

   All payments will be subject to various deliveries required by the RJTCF Fund as described in the definitive documents, including without limitation, updates of representations and warranties previously given to the RJTCF Fund.

4. Timing Adjusters:
   The capital contribution of the RJTCF Fund shall be reduced by 70% of the shortfall between the Credits actually delivered and the Credits assumed to be delivered in 2021 and 2022. Currently, it is assumed that the Partnership will deliver $200,000 of Credits in 2021 and the Maximum Amount of Credits in 2022. The capital contribution of the RJTCF Fund shall be adjusted if and to the extent that the RJTCF Fund is admitted after Credits have begun to run by an amount equal to the credits not received by the RJTCF Fund times the credit price.

D. Allocation of Distributions:
1. **Asset Management Fee:** The RJTCF Fund shall receive an annual asset management fee of $4,000, increasing at 3% per year prior to any cash distributions. The Asset Management Fee shall begin once the Project has been placed in service and shall be prorated for the year that the Project is placed in service. The fee shall be cumulative to the extent unpaid in any year and shall be payable from sale proceeds of the property to the extent not previously paid. The fee must be paid in order for the Partnership to remain Current; thus, if cash flow is not sufficient to pay the fee, it shall be paid from available reserves or from loans made by the General Partner or Guarantors under the Operating Deficit Guaranty.

2. **Cash From Operations:** Cash available to be distributed after paying Partnership expenses, funding the Replacement Reserve, and maintaining working capital reserves. Cash From Operations shall be allocated in the following order:

   a. To the RJTCF Fund to the extent of any amounts owed, including amounts to be paid under Tax Credit Guaranty;
   b. To replenish the Operating Reserve if the balance therein is less than the Operating Reserve Minimum;
   c. To the Developer to pay any unpaid Deferred Development Fee;
   d. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   e. 89.99% to the General Partners as an incentive management fee;
   f. The balance 0.01% to the General Partners, and 99.99% to the RJTCF Fund.

   In all events, the RJTCF Fund must receive at least 10% of the amount available for distributions to partners and payment of incentive management fees to the General Partners.

3. **Cash From Sale or Refinancing:** Proceeds available after paying all debts and liabilities and establishing any required reserves shall be allocated in accordance with capital accounts, in the following order:

   a. To the RJTCF Fund to the extent of any amounts owed, including unpaid amounts under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To the Developer to pay any unpaid Deferred Development Fee;
   d. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   e. The balance, 90% to the General Partners and 10% to the RJTCF Fund

   The distribution of Cash From Sale or Refinancing shall be subject to the requirement of the Internal Revenue Code that liquidating distributions be made in accordance with capital accounts.

**E. Allocations of Profits and Losses:**

1. **Operating Profits and Losses:** 99.99% RJTCF Fund; 0.01% General Partner.
2. **Credits and Depreciation:** 99.99% RJTCF Fund; 0.01% General Partner.
3. Gain or Loss on Sale: So as to bring the capital accounts into the ratios that will allow Proceeds of Sale to be distributed 90% to the General Partners and 10% to the RJTCF Fund, to the extent possible given the requirements of the Internal Revenue Code and the Treasury Regulations.

4. Operating Losses Prior to Credit Delivery: At the discretion of the RJTCF Fund, Operating Losses attributable to the period prior to the start of Credit delivery may be specially allocated to the General Partners.

F. Developer and Development Fee:

1. Developer: JZ – LZ AH Albatross, LLC
2. Estimated Development Fee: $1,500,000.
3. Development Fee is currently estimated to be paid as follows:
   a. $250,000 at Closing.
   b. $250,000 at Construction Completion
   c. The balance at Stabilized Operations.

If necessary, part of the development fee, not to exceed $800,000, will be deferred beyond the date of the RJTCF Fund’s final capital contribution installment, without interest, and shall be paid in accordance with the terms of allocations of Cash From Operations and Cash from Sale or Refinancing or, if not paid within 15 years after placed-in-service date, from General Partners’ capital as described below. It is currently estimated that there will be a deferred development fee in the amount of $723,248.

G. Reserves:

1. Replacement Reserve: $18,000 per year ($250/unit) beginning at the earlier of six months after completion of construction or the first month of Stabilized Operations, increased by 3% per year thereafter. In the aggregate, no more than $10,000 will be withdrawn from the Replacement Reserve in any calendar year without the approval of the RJTCF Fund.

2. Lease-up Reserve: $42,426, to be funded at the second capital contribution. The Lease-up Reserve shall be used to fund operating deficits prior to the Stabilization Capital Contribution. To the extent that funds remain in the Lease-Up Reserve after such contribution, these funds will be transferred to the Operating Reserve to meet the Operating Reserve Requirement and shall be held therein.

3. Operating Reserve: $440,000. The operating reserve account (the "Operating Reserve Account") shall be established with a lending institution, acceptable to the Limited Partner, and such Operating Reserve Account shall be funded at the time of the funding of the Stabilization Capital Contribution in an amount equal to $440,000, all of which may be held by the Permanent Lender. Such Operating Reserve Account shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as Net Cash Flow) and shall be used exclusively to pay for Operating Deficits incurred by the Partnership after the date of the Stabilization Capital Contribution; provided however, that all withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed $10,000.00 shall be made only with the Consent of the Limited Partner, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary
contained herein, should the balance in the Operating Reserve Account fall below $100,000 (the “Operating Reserve Minimum”), Net Cash Flow on each Payment Date will be deposited in the Operating Reserve Account to maintain such minimum balance.

H. Obligations of General Partners:

1. General Partners: Carver Ridge Housing, LLC.
2. General Partners’ Capital: $0 (estimate).
3. The General Partners agree that to the extent any deferred development fee has not been repaid from cash flow at the end of twelve years from the date the property is placed in service (or at the time of removal of the General Partners), they will contribute sufficient capital so that the partnership can pay any amount of the deferred fee outstanding at that time.
4. Guaranties:
   a. Completion Guaranty – The General Partners will guarantee lien-free completion of the Property and will pay any of the below costs that are in excess of the allowed sources of funds (including any allowed deferred development fee). Such costs include costs to:
      
      (1) acquire the Property and complete construction substantially in accordance with plans and specifications and free from any defects;
      (2) pay all acquisition and construction costs, including any construction period interest, costs, fees, and reserves; and
      (3) pay all operating expenses, debt service and capital maintenance items that exceed rental and other income through the date the RJTCF Fund makes its final capital contribution.

Any excess costs will not be considered loans or capital contributions. General Partners will also advance funds as needed during construction if proceeds of financing and/or capital contributions are not yet available to pay such costs. Such advances will be repaid, without interest, once such sources of funds become available.

The General Partners will also guaranty that the permanent financing will close and that the debt service on the permanent financing will not exceed an amount that would allow the Partnership to achieve Stabilized Operations within a reasonable time. Any reduction in principal amount of, or interest rate on, the permanent financing necessary to achieve Stabilized Operations will be considered an excess cost to be funded under the Completion Guaranty.

In the event that certain events occur, the RJTCF Fund shall have the right to require the General Partners to repurchase the RJTCF Fund’s interest for a price that returns 110% of its investment to date plus interest and any tax liability attributable to such payment. Examples of such events include failure to complete construction, achieve breakeven operations or achieve Stabilized Operations by agreed-upon dates, failure to replace withdrawn commitments for, or close, permanent financing.
loss of rental assistance, failure to qualify for at least seventy (70%) of the expected Credits, etc.

b. **Tax Credit Guaranty** – Guaranty that expected Credits will be available to the RJTCF Fund and Credits taken will not be recaptured. If the actual annual Credits available to the RJTCF Fund in any year are lower than the Credits expected, the General Partners shall reimburse the RJTCF Fund for the shortfall on a dollar for dollar basis. If it is determined that the shortfall in Credits will apply to future years as well, General Partners will refund an amount equal to the present value of those future credits. If the RJTCF Fund is subject to recapture (including disallowance of credits) of previously claimed credits, the General Partners shall reimburse the RJTCF Fund for its recapture amount. To the extent that payments in respect of the Tax Credit Guaranty are taxable, the payments shall be grossed-up to reimburse the RJTCF Fund for the tax liability.

This guaranty shall apply to a period that ends at the end of the LIHTC compliance period.

The General Partners will not be obligated if the reduction in the amount of Credits or recapture is a result of a change in the tax law or the disposition by the RJTCF Fund of its interest.

To the extent that payments under the Tax Credit Guaranty are not made or are insufficient to compensate the RJTCF Fund for amounts due the RJTCF Fund as a result of reduced or recaptured Credits, the amounts, plus interest, will be paid as a priority from all available cash, including Cash From Operations or Sale Proceeds.

c. **Operating Deficit Guaranty** – Guaranty that the Partnership will have sufficient funds to remain current in its obligations during a specified period and that General Partners will make subordinated, interest-free loans to the Partnership to the extent necessary to meet obligations, including Asset Management Fee, debt service and the funding of reserves, for the entire 15 year LIHTC compliance period.

General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any property tax abatement expected to be received by the Project.

Operating deficit loans shall not bear interest and shall be payable on a subordinated basis from available cash, including Cash from Operations and Sale Proceeds.

The maximum obligations of the General Partners under this Operating Deficit Guaranty will not exceed RJTCF’s Total Payments.

1. **Obligations of the Guarantors:**

2. Guarantors guarantee that the General Partners will perform all of their obligations under the partnership agreement, including, without limitation, guaranties, repurchase obligations and the obligation to make a capital contribution as and when required to pay deferred development fee.

J. Intentionally Deleted.

K. Financing:

1. Construction Financing
   b. Amount: $11,938,000.
   c. Rate: 4.98% (estimate) Interest-only.
   d. Terms: 24 months.
   e. Maturity: TBD.

2. Permanent Financing - First Mortgage
   a. Not to Exceed Amount: $8,679,000.
   b. Lender: Bank of Oklahoma.
   c. Funds at Stabilization.
   d. Non recourse.
   e. Not tax-exempt bond financed.
   f. Term (years): 15.
   g. Amortization period (years): 35.
   h. Interest rate: 5.1%.
      i. Fixed.
      ii. Annual payment: Not to exceed $532,283.
   i. Prepayment provisions: None (penalties, etc.)

L. Additional Financing.

1. Local Community Grant – City of Hutto will donate $250 at completion.

M. Schedules.

The following preliminary schedules have been prepared by RJTCF to reflect its understanding of the transaction. These schedules will be finalized based on due diligence and become a part of the definitive documentation described below:

1. Sources and Uses of Funds schedule (reflecting conditions at completion) is attached as Schedule A.
2. Construction Sources and Uses of Funds is attached as Schedule B.
3. Pro Forma Operating Budget is attached as Schedule C.

N. Definitive Documents

All of the terms and conditions of the investment shall be set forth in definitive documents to be negotiated by the parties including but not limited to an Amended and Restated Agreement of Limited Partnership, together with certain closing exhibits (including various Guaranty Agreements). Such
documents shall be consistent with the terms and conditions set forth in this letter with such changes as the parties may agree are appropriate. Once executed, the definitive documents shall supersede this letter, which shall be of no further force or effect. RJTCF will begin preparation of the definitive documents upon the completion of our due diligence to our satisfaction, as determined in our sole discretion.

II. INFORMATION REQUIRED BY THE RJTCF FUND - DUE DILIGENCE AND REPORTING REQUIREMENTS

The specific information required by the RJTCF Fund prior to Closing, as a condition of making its capital contribution, and on an ongoing basis throughout the term of the Partnership, are as follows:

A. Before closing, the RJTCF Fund will require receipt of those items set forth in Appendix A.
B. Before making its various capital contribution installments, the RJTCF Fund will require receipt of those items set forth in Appendix B.
C. The RJTCF Fund will require reports from time to time, as described in Appendix C.

III. THE RJTCF FUND EXIT RIGHTS

The RJTCF Fund shall have the right to require the General Partners to acquire its interest after the end of the compliance period for a price equal to the amount the RJTCF Fund would receive if the Partnership sold the Project at fair market value, paid its debts and distributed the remaining assets in accordance with the provisions relating to distribution of sales proceeds. If the General Partners fail to acquire the RJTCF Fund’s interest, then the RJTCF Fund shall have the right, without the concurrence of the General Partners, to order a sale of the Project.

IV. OTHER ASSUMPTIONS TO CLOSING
1. Prior to Closing, there shall have been no changes in tax laws or Treasury pronouncements, or changes in interpretations of existing tax issues that would materially and adversely affect this investment.

2. In the event an investment in the Partnership requires HUD Previous Participation Certification (HUD Form 2530), the ability of the RJTCF Fund and its investor members to request and obtain HUD 2530 approval in accordance with the electronic filing requirements promulgated by HUD.

3. RJTCF and the RJTCF Fund’s review and approval in its sole discretion of all due diligence materials, including the construction and permanent loan commitments, proposed extended use agreement, real estate, plans and specifications, market study (including any additional market studies determined by the RJTCF Fund and the fund to be necessary - at the Partnership’s expense), basis for the Credits, operating budgets, construction and lease-up budgets, current financial statements of the General Partners, other guarantors and their affiliates, verification of background information to be provided by the General Partners and their affiliates, and references to be provided by the General Partners.

4. Satisfactory inspection of the property by RJTCF and the RJTCF Fund investors.

5. Approval by the Investment Committee of RJTCF and the RJTCF Fund investors of the terms and conditions of the investment in their sole discretion based on then current market conditions.

6. Availability of investment funds.

7. The negotiation of definitive documents as described herein (and this Agreement shall terminate if all such documents are not executed and delivered by the Closing date).

V. TERM

The initial term of this Agreement shall be for a period of nine months from the date of this letter, with a closing (Closing Date) no later than December 15, 2020, providing that either party may terminate this Agreement by giving the other party at least 30 days written notice and both parties can agree in writing to an extension. If due diligence activities and negotiation of definitive documents continue beyond termination of this Agreement, the parties shall not be bound hereunder, but only to the extent provided in definitive documents or other written agreements that are actually executed and delivered.

VI. EXCLUSIVITY

You acknowledge that RJTCF Fund will expend significant effort and expense, and may forego other investment opportunities, in connection with its best efforts to effect a Closing. You agree that you will not solicit or entertain any offers by other parties to acquire an equity interest in the Partnership during the Term of this Agreement. Furthermore, you agree to reimburse RJTCF Fund for due diligence expenses, up to a maximum of $10,000, if you violate the conditions set forth herein.

VII. FEES

At the Closing, the Partnership shall pay $40,000 or greater negotiated amount to the RJTCF Fund for the costs associated with the due diligence process and preparation of Partnership documents and legal opinions. A higher amount may be appropriate, for example, if the RJTCF Fund undertakes significant work to obtain the title policy, close complicated financings, etc. Such additional charges are subject to negotiation and no amount greater than $40,000 will be incurred or due to the RJTCF Fund from the Partnership without your agreement. At the Investor’s request, and at Partnership expense, the legal opinion(s) must be updated or reissued after Admission to assure continued accuracy of the legal conclusions set forth in such opinions. You will be responsible for payment of the $40,000 or greater
agreed upon fee if the Investment does not close for any reason other than the transaction does not close by the Closing Date or any agreed upon extension.

VIII. CONFIDENTIALITY

This letter is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third party except those who are in a confidential relationship with you, or where the same is required by law.

IX. ACCEPTANCE

If these terms and conditions are acceptable to you, please sign and return one copy of this memorandum. If not accepted by March 15, 2020, this offer shall terminate.

By acceptance of this letter, you authorize Raymond James Tax Credit Funds, Inc. to make any credit inquiries that we may deem necessary as part of our underwriting process. These credit inquiries may be performed on the General Partners, Guarantors, or any significant business operation of General Partners or Guarantors. This authorization also applies to follow-up credit inquiries that we may deem necessary after our admission to the Partnership.

For more than 25 years Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 2,100 properties nationwide. We look forward to working with you again.

Sincerely,

[Signature]

James Dunton
VP - Director of Acquisitions
Raymond James Tax Credit Funds, Inc.

Accepted:

[Signature]  
By: General Partner  
Date: 2/28/20

[Signature]  
By: Guarantor  
Date: 2/28/20
### 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>
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<tbody>
<tr>
<td>Potential Gross Annual Rental Income</td>
<td>$1,057,440</td>
<td>$1,078,589</td>
<td>$1,100,161</td>
<td>$1,122,164</td>
<td>$1,144,607</td>
<td>$1,263,739</td>
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<td>Secondary Income</td>
<td>$8,640</td>
<td>$8,813</td>
<td>$8,989</td>
<td>$9,169</td>
<td>$9,352</td>
<td>$10,326</td>
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<td>Potential Gross Annual Income</td>
<td>$1,066,080</td>
<td>$1,087,402</td>
<td>$1,109,150</td>
<td>$1,131,333</td>
<td>$1,153,959</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($79,956)</td>
<td>($81,555)</td>
<td>($83,186)</td>
<td>($84,850)</td>
<td>($86,547)</td>
<td>($95,555)</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>
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<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$986,124</td>
<td>$1,005,846</td>
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### Expenses

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<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$22,517</td>
<td>$23,193</td>
<td>$23,888</td>
<td>$24,605</td>
<td>$25,343</td>
<td>$29,380</td>
<td>$34,059</td>
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<tr>
<td>Management Fee</td>
<td>$49,306</td>
<td>$50,292</td>
<td>$51,298</td>
<td>$52,324</td>
<td>$53,371</td>
<td>$58,925</td>
<td>$65,058</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$80,600</td>
<td>$83,018</td>
<td>$85,509</td>
<td>$88,074</td>
<td>$90,716</td>
<td>$105,165</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$46,200</td>
<td>$47,586</td>
<td>$49,014</td>
<td>$50,484</td>
<td>$51,999</td>
<td>$60,281</td>
<td>$69,882</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$15,120</td>
<td>$15,574</td>
<td>$16,041</td>
<td>$16,522</td>
<td>$17,018</td>
<td>$19,728</td>
<td>$22,870</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$57,062</td>
<td>$58,774</td>
<td>$60,537</td>
<td>$62,353</td>
<td>$72,284</td>
<td>$83,797</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
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<td>Property Tax</td>
<td>$30,000</td>
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<td>$32,782</td>
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<td>$39,143</td>
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<td>Reserve for Replacements</td>
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<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,277</td>
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<tr>
<td>Other Expenses</td>
<td>$12,240</td>
<td>$12,607</td>
<td>$12,985</td>
<td>$13,375</td>
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<td>$15,970</td>
<td>$18,514</td>
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<tr>
<td>Total Annual Expenses</td>
<td>$347,383</td>
<td>$357,312</td>
<td>$367,528</td>
<td>$378,041</td>
<td>$388,859</td>
<td>$447,848</td>
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### Debt Service

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<th>YEAR 1</th>
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<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>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$532,283</td>
<td>$532,283</td>
<td>$532,283</td>
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<td>$532,283</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td>$532,283</td>
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<td>$532,283</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td>$532,283</td>
<td>$532,283</td>
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### Net Operating Income

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<th>YEAR 1</th>
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<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$347,383</td>
<td>$357,312</td>
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<td>$378,041</td>
<td>$388,859</td>
<td>$447,848</td>
<td>$515,927</td>
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### Debt Coverage Ratio

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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>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.22</td>
<td>1.24</td>
<td>1.26</td>
<td>1.27</td>
<td>1.37</td>
<td>1.48</td>
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### Cumulative Net Cash Flow

<table>
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<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$106,458</td>
<td>$116,252</td>
<td>$126,152</td>
<td>$136,159</td>
<td>$146,270</td>
<td>$198,378</td>
<td>$252,960</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$106,458</td>
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<td>$348,862</td>
<td>$485,021</td>
<td>$631,291</td>
<td>$1,492,913</td>
<td>$2,621,258</td>
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</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)
CITY OF HUTTO, TEXAS

RESOLUTION NO. R-20-02-20-11A

A RESOLUTION OF SUPPORT BY THE CITY OF HUTTO, TEXAS FOR THE PROPOSED LOW-INCOME HOUSING TAX CREDIT PROJECT CARVER RIDGE APARTMENTS, LP

WHEREAS, Carver Ridge Apartments, LP has proposed a development for affordable rental housing at South of CR 137 and CR 1660, named Carver Ridge Apartments in the City of Hutto, Williamson County, Texas; and

WHEREAS, Carver Ridge Apartments, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for Carver Ridge Apartments, and

It is hereby:

RESOLVED, that the City of Hutto, acting through its governing body, hereby confirms that it supports the proposed Carver Ridge Apartments to be South of CR 137 and CR 1660, Hutto, TX in Williamson County and that this formal action has been taken to put on record the opinion expressed by the City on February 20, 2020 and

FURTHER RESOLVED, that the City of Hutto, acting through its governing body, hereby confirms that it shall provide a financial contribution in the form of reduced building permit fees in the amount of Two Hundred Fifty Dollars ($250.00) to Carver Ridge Apartments, LP, if the Texas Department of Housing and Community Affairs award 9% Housing Tax Credits to Carver Ridge Apartments, LP.

PASSED AND APPROVED this day the 20th of February 2020.

CITY OF HUTTO, TEXAS

By: ____________________________

Doug Gaul, Mayor

Attest:

By: ____________________________

Stacy Schmitt, City Secretary
February 26, 2020

RE: Carver Ridge Apartments; Hutto, Texas

To Whom It May Concern:

JZ - LZ AH BETCO, LLC, the Developer for Carver Ridge Apartments, LP agrees to defer $723,248 of its developer fee or any other amount necessary to create sufficient sources to pay all uses.

JZ - LZ AH BETCO, LLC

[Signature]
Justin M. Zimmerman, a member
Carver Ridge Apartments
TDHCA # 20292

Tab 36
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: 20.000%
   Cash flow from operations: 20.000%
   Developer Fee: 10.000%
   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  No
   Construction  Yes
   Development  Yes
   Financing  Yes
   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.
   Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   No  A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   No  A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   Yes  Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   Points Claimed: 0

   Total Points Claimed: 2

2/28/2020
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company’s eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition 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

Certificate/VID Number: 1455414904800
File/Vendor Number: 483745
Approval Date: 12-FEB-2018
Scheduled Expiration Date: 12-FEB-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

BETCO 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 12-FEB-2018, 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/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

rev. 06/16
As a Principal of BETCO Consulting, LLC, Lora Myrick brings more than 20 years of affordable housing industry experience to the development. After spending 10 years working at the Oklahoma Housing Finance Agency, Ms. Myrick moved to Texas and joined the Texas Department of Housing and Community Affairs and worked in affordable housing programs for another 10 plus years.

BETCO Consulting, LLC, the Historically Underutilized Business (HUB) partner and 20% owner of Carver Ridge Apartments, will materially participate in the development and operation of the property in the following manner:

1. Application
   a. The development site review
   b. The LIHTC application input and review
   c. Development and Operating Pro Formas, providing input and review
   d. Response and content participation of ongoing application items
   e. Input on debt and equity structure

2. Construction
   a. Participation with Management Agent on preparation and lease feedback
   b. Review and provide feedback on plans and specs
   c. Periodic on-site inspections during construction

3. Operations
   a. Review of monthly operating and leasing data and provide feedback
   b. Asset and Management Review participation
   c. Participation and review on TDHCA compliance reviews, equity partner compliance, and physical inspections of the property
   d. Input and review of annual budget and audit
   e. Partner meeting agenda review and participation
   f. Periodic site visits and input

4. Partnership Responsibilities
   a. Assist in identifying and responding to structural, community and operational issues
   b. Trouble shooting and strategy resolution participation when necessary
   c. General asset oversight participation

In addition to the above involvement, BETCO Consulting, LLC will work closely with management company, overseeing lease-up activities. BETCO Consulting, LLC will also physically visit the development during lease up (monthly) to review rent roles and, if necessary, to participate in marketing activities. BETCO Consulting, LLC will be at the site no less than six times a year after stabilization and more frequently if needed.
**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.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.
If a revised chart is submitted, include the date of submission!
Developer
JZ - LZ AH BETCO, LLC
a Missouri limited liability company

JZ - LZ Affordable Housing, LLC
90% - managing member

- Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011
  50% - member
  - Justin M. Zimmerman - sole trustee
    ability to exercise control
  - Donna L. Zimmerman Revocable Trust U/A dated 12/13/2011 - sole beneficiary

- Donna L. Zimmerman Revocable Trust U/A dated 12/13/2011
  50% - member
  - Donna L. Zimmerman - sole trustee
    ability to exercise control
  - Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011 - sole beneficiary

BETCO Consulting, LLC
10% - HUB member

- Velma Lora Myrick
  36% - member
  ability to exercise control
- Bruce J. Spitzengel
  25% - member
  ability to exercise control
- Eric Hartzell
  10% - member
- Clair Morris "Tres" Davis, III
  10% - member
- Brenna Minor
  10% - member
- Teresa Shell
  9% - member
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)

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<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>Carver Ridge Housing, LLC</th>
<th>Role/Title:</th>
<th>General Partner</th>
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<tbody>
<tr>
<td>Address:</td>
<td>1329 East Lark Street</td>
<td>City: Springfield</td>
<td>State: MO</td>
<td>Zip: 65084</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Carver Ridge Apartments, LP</td>
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</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>1/29/2020</td>
<td>Legal Org is or will be:</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(417) 890-3239</td>
<td>Email:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
<td>JZ - LZ Affordable Housing, LLC</td>
<td>BETCO Consulting, LLC</td>
<td>JZ - LZ Affordable Housing, LLC</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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<td>TDHCA Experience:</td>
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<td>Org. 1.1</td>
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<td>JZ - LZ Affordable Housing, LLC</td>
<td>Role/Title:</td>
<td>Member of GP</td>
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<tr>
<td>Address:</td>
<td>1329 East Lark Street</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Organization legally formed?</td>
<td>Yes</td>
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<td>Ability to exercise Control over the Development?</td>
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<td>List of Sub-Entities or Principals:</td>
<td>Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011</td>
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<td>TDHCA Experience:</td>
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<tr>
<td>Org. 1.2</td>
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<td>BETCO Consulting, LLC</td>
<td>Role/Title:</td>
<td>HUB Partner (Member of GP)</td>
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<tr>
<td>Address:</td>
<td>2201 Northland Drive</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78756</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Legal Org is or will be:</td>
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2/24/2020
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<tbody>
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<tr>
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<td>Developer</td>
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<td>JZ - LZ Affordable Housing, LLC</td>
<td>Managing Member of Developer</td>
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<tbody>
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<tr>
<td>Yes</td>
<td>(417) 890-3239</td>
<td><a href="mailto:jmzlandco@wilhoitproperties.com">jmzlandco@wilhoitproperties.com</a></td>
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<tr>
<th>List of Sub-Entities or Principals</th>
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<tbody>
<tr>
<td>1. Justin M. Zimmerman - sole Trustee</td>
</tr>
<tr>
<td>4. BETCO Consulting, LLC</td>
</tr>
<tr>
<td>5. JZ - LZ AH BETCO, LLC</td>
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<th>Date formed</th>
<th>Legal Org is or will be</th>
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<tbody>
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<td>Yes</td>
<td>12/13/2011</td>
<td>Legal Org is or will be:</td>
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<tbody>
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<tr>
<th>List of Sub-Entities or Principals</th>
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<tbody>
<tr>
<td>1. Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011</td>
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<td>4. BETCO Consulting, LLC</td>
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<td>5. JZ - LZ AH BETCO, LLC</td>
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<tr>
<td>6. JZ - LZ Affordable Housing, LLC</td>
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<table>
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<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
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<tbody>
<tr>
<td>Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011</td>
<td>Member of JZ - LZ Affordable Housing, LLC</td>
</tr>
<tr>
<td>Donna L. Zimmerman Revocable Trust U/A dated 12/13/2011</td>
<td>Member of JZ - LZ Affordable Housing, LLC</td>
</tr>
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<th>City</th>
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<table>
<thead>
<tr>
<th>Name(s) of Entities the Organization Owns or Controls</th>
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</thead>
<tbody>
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<td>Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, JZ - LZ Affordable Housing, LLC, &amp; JZ - LZ AH BETCO, LLC</td>
</tr>
<tr>
<td>Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, JZ - LZ Affordable Housing, LLC, &amp; JZ - LZ AH BETCO, LLC</td>
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<th>Date formed</th>
<th>Legal Org is or will be</th>
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<td>1/29/2020</td>
<td>Limited Liability Company</td>
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<tr>
<th>Previous TDHCA Experience</th>
<th>Phone</th>
<th>Email</th>
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<tbody>
<tr>
<td>Yes</td>
<td>(417) 890-3239</td>
<td><a href="mailto:jmzlandco@wilhoitproperties.com">jmzlandco@wilhoitproperties.com</a></td>
</tr>
<tr>
<td>Yes</td>
<td>(417) 890-3239</td>
<td><a href="mailto:jmzlandco@wilhoitproperties.com">jmzlandco@wilhoitproperties.com</a></td>
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</tr>
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<tr>
<th>Organization is identified on Org. Chart</th>
<th>Ability to exercise Control over the Development</th>
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<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
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<td>Yes</td>
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<tr>
<td>2.1.2</td>
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</table>

**Organization Legal Name:**

- BETCO Consulting, LLC
- Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011
- Donna L. Zimmerman Revocable Trust U/A dated 12/13/2011
- Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011

**Address:**

- 2201 Northland Drive, Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, & JZ - LZ BETCO, LLC
- 1329 East Lark Street, Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, & JZ - LZ BETCO, LLC
- 1329 East Lark Street, Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, & JZ - LZ BETCO, LLC
- 1329 East Lark Street, Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, & JZ - LZ BETCO, LLC

**Name(s) of Entities the Organization Owns or Controls:**

- Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, & JZ - LZ BETCO, LLC
- Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, & JZ - LZ BETCO, LLC
- Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, & JZ - LZ BETCO, LLC
- Carver Ridge Housing, LLC, Carver Ridge Apartments, LP, & JZ - LZ BETCO, LLC

**Organization legally formed:**

- Yes
- Yes
- Yes
- Yes

**Previous TDHCA Experience:**

- Yes
- Yes
- Yes
- Yes

**Organization is identified on Org. Chart:**

- Yes
- Yes
- Yes
- Yes

**Ability to exercise Control over the Development:**

- Yes
- Yes
- Yes
- Yes

**List of Sub-Entities or Principals:**

1. Velma Lora Myrick
2. Bruce J. Spitzengel
3. Eric Hartzell
4. Clair Morris "Tres" Davis, III
5. Brenna Minor
6. Teresa Shell

---

2.2  | Velma Lora Myrick | Yes | 12/31/2011 | Yes
3.1.1 | Bruce J. Spitzengel | Yes | 12/31/2011 | Yes
3.1.2 | Eric Hartzell | Yes | 12/31/2011 | Yes
4.1.1 | Clair Morris "Tres" Davis, III | Yes | 12/31/2011 | Yes
5.1.1 | Brenna Minor | Yes | 12/31/2011 | Yes
6.1.1 | Teresa Shell | Yes | 12/31/2011 | Yes
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<tr>
<th>Organization Legal Name:</th>
<th>Donna L. Zimmerman Revocable Trust U/A dated 12/13/2011</th>
<th>Role/Title</th>
<th>Guarantor #2</th>
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<td>1329 East Lark Street</td>
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<td></td>
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<td>MO</td>
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<td>Date formed:</td>
<td>12/13/2011</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>(417) 890-3239</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Email:</td>
<td><a href="mailto:jmzlandco@wilhoitproperties.com">jmzlandco@wilhoitproperties.com</a></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<td></td>
</tr>
<tr>
<td>1. Donna L. Zimmerman - sole Trustee</td>
<td>Yes</td>
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</tr>
<tr>
<td>2. Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011 - sole beneficiary</td>
<td>Yes</td>
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</tr>
<tr>
<td>4. Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011 - sole beneficiary</td>
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<tr>
<td>5. Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011 - sole beneficiary</td>
<td>Yes</td>
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</table>
Carver Ridge Apartments
TDHCA # 20292

Tab 39
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:** Carver Ridge Apartments, LP / Owner  
**Email Address:** jnzlandco@wilhoitproperties.com  
**City & State of Home Addr:** Springfield, Missouri  
**Applicant Legal Name:** Carver Ridge Apartments, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHF, RHD), and BOND) that you have controlled at any time.

   ![X] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

   Add more rows to the form as needed.

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<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>
</tbody>
</table>
2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
<th>TGRA</th>
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</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
<td>Self Help</td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td></td>
<td>NSP</td>
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<td>Other:</td>
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</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Carver Ridge Housing, LLC / General Partner
Email Address: jmzlandco@wilhoitproperties.com
City & State of Home Addr: Springfield, Missouri
Applicant Legal Name: Carver Ridge Apartments, 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>
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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.

![X] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
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<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
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<th>WAP</th>
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Person/Role:  
JZ - LZ Affordable Housing, LLC / member of GP and Developer

Email Address:  
jmzlandco@wilhoitproperties.com

City & State of Home Addr:  
Springfield, Missouri

Applicant Legal Name:  
Carver Ridge Apartments, 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.

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By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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### Previous Participation Form

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**Person/Role:** Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011 / member of GP and Developer  
**Email Address:** jmzlandco@wilhoitproperties.com  
**City & State of Home Addr:** Springfield, Missouri  
**Applicant Legal Name:** Carver Ridge Apartments, LP

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Person/Role:  
JZ - LZ AH BETCO, LLC / Developer

Email Address:  
jmzlandco@wilhoitproperties.com

City & State of Home Addr:  
Springfield, Missouri

Applicant Legal Name:  
Carver Ridge Apartments, 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.

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JZ - LZ AH BETCO, LLC / Developer
Email Address: jmzlandco@wilhoitproperties.com
City & State of Home Addr: Springfield, Missouri
Applicant Legal Name: Carver Ridge Apartments, LP
### Previous Participation Form

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Person/Role: **Velma Lora Myrick/ member of the GP and co-developer**

Email Address: **lora@betcohousinglab.com**

City & State of Home Addr: **Austin, Texas**

Applicant Legal Name: **Carver Ridge Apartments, 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.

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**Person/Role:** Bruce J. Spitzengel/member of the GP and co-developer  
**Email Address:** bruce@betcoconsulting.com  
**City & State of Home Addr:** Austin, Texas  
**Applicant Legal Name:** Carver Ridge Apartments, 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.**

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**Person/Role:** Eric Hartzell/member of GP and co-developer

**Email Address:** eric@betcoconsulting.com

**City & State of Home Addr:** Austin, Texas

**Applicant Legal Name:** Carver Ridger Apartments, LP

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Person/Role:  Clair Morris "Tres" Davis, Ill/member of GP and co-developer
Email Address:  tres@betcoconsulting.com
City & State of Home Addr:  Austin, Texas
Applicant Legal Name:  Carver Ridge Apartments, 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.

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### Person/Role:

BETCO Consulting, LLC/member of the GP and co-developer

### Email Address:

lora@betcohousinglab.com

### City & State of Home Addr:

Austin, Texas

### Applicant Legal Name:

Carver Ridge Apartments, LP

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   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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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:** Brenna Minor/member of GP and co-developer

**Email Address:** brenna@grantworks.com

**City & State of Home Addr:** Austin, Texas

**Applicant Legal Name:** Carver Ridge Apartments, 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.

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### Person/Role:

**Teresa Shell/member of GP and co-developer**

### Email Address:

teresatashellgroup@gmail.com

### City & State of Home Addr:

Wimberley, Texas

### Applicant Legal Name:

Carver Ridge Apartments, LP

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**Nonprofit Participation**

Qualification: Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

Documentation: Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- [ ] By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- [ ] By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

**Nonprofit Information (ALL Applications)**

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

Organization Name:

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?

If no to the question above, what is its current legal status?

If “Other” please specify:

Date of legal formation of Nonprofit Organization:

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?

   - If “Yes”, will this nonprofit organization Control the Applicant?

   - What is the ownership percentage of this nonprofit organization?

2) Describe the nonprofit’s participation:

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:

4) Will the nonprofit receive part of the development fees paid in connection with the development?

   - If "Yes," explain:

Application includes a resolution approved by the board of the nonprofit organization indicating clear approval of the organizations’s participation in the Application and naming all members of the board and employees who may act on its behalf.
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Carver Ridge Apartments
TDHCA # 20292

Tab 41
Nonprofit Support Docs
NOT APPLICABLE
Nonprofit Supporting Documents Should be Included Behind this Tab

Applications involving a 501(c)(3) or 501(c)(4) Qualified Nonprofit Organization, housing finance corporation, or public facility corporation as the General Partner or Owner must provide the following documentation behind this tab:

☐ A resolution approved at a regular meeting of the majority of the Board of Directors of the nonprofit:
  ☐ indicating the Board's awareness of the organization’s participation in each specific Application, and
  ☐ naming all members of the Board and employees who may act on its behalf

A. Applications participating in the Nonprofit Set-Aside must also provide:

☐ IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

☐ Nonprofit Participation exhibit as provided in the Application

☐ Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)

☐ The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant
  (not applicable to Tax-Exempt Bond Developments)

☐ Certification regarding Board member residence
  (not applicable to Tax-Exempt Bond Developments)

B. All other Applicants:

☐ IRS determination letter
  (Housing finance corporations or public facility corporations that do not have an IRS determination letter shall submit documentation evidencing creation under Chapter 394 of the Texas Local Government Code and corresponding citations for an exemption from taxation.)

☐ Explanation of basis of nonprofit status if not 501(c)(3) or (4)

☐ Nonprofit Participation exhibit
Carver Ridge Apartments
TDHCA # 20292

Tab 42
Dev Team
## 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</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</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>JZ - LZ AH BETCO, LLC</td>
<td>Justin Zimmerman</td>
<td>(417) 890-3239</td>
<td><a href="mailto:jzmzlandco@wilhoitproperties.com">jzmzlandco@wilhoitproperties.com</a></td>
<td>$1,500,000.00</td>
<td>84-4634343</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Zimmerman Properties Construction, LLC</td>
<td>Matt Zimmerman</td>
<td>(417) 890-3239</td>
<td><a href="mailto:mzzimmerman@wilhoitproperties.com">mzzimmerman@wilhoitproperties.com</a></td>
<td>$492,000.00</td>
<td>20-3578207</td>
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### Housing General Contractor:

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<td>Included in GC Fee</td>
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### Infrastructure General Contractor:

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### Cost Estimator:

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<tr>
<td>Parker Associates Tulsa, LLC</td>
<td>Bryan Hulst</td>
<td>(918) 742-2485</td>
<td><a href="mailto:bhulst@parkertulsa.com">bhulst@parkertulsa.com</a></td>
<td>$152,750.00</td>
<td>47-2623643</td>
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2/28/2020
**Engineer:**

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<tr>
<th>KAW Valley Engineering</th>
<th>Mike Osbourn</th>
<th>(913) 897-5150</th>
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<tr>
<td>mikeokveng.com</td>
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**Civil Engineer:**

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**Market Analyst:**

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<tr>
<th>Apartment Market Data, LLC</th>
<th>Darrell Jack</th>
<th>(210) 530-0040</th>
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<tr>
<td><a href="mailto:djack@tic.net">djack@tic.net</a></td>
<td>$8,500.00</td>
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**Appraiser:**

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**Attorney:**

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<tr>
<th>Shackelford, Bowen, McKinley &amp; Norton, LLP</th>
<th>Michelle Snedden</th>
<th>(214) 780-1413</th>
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<tr>
<td><a href="mailto:msnedden@shackelford.law">msnedden@shackelford.law</a></td>
<td>$50,000.00</td>
<td>75-2967456</td>
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<td>Tax ID Number (TIN)</td>
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<tr>
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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>
<td>No</td>
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**Accountant:**

<table>
<thead>
<tr>
<th>Duckett &amp; Ladd, LLP</th>
<th>Jared Duckett</th>
<th>(417) 883-5690</th>
</tr>
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<tr>
<td><a href="mailto:jduckett@duckettladd.com">jduckett@duckettladd.com</a></td>
<td>$15,000.00</td>
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2/28/2020
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<tr>
<td>Wilhoit Properties, Inc.</td>
<td>Robert C. Davidson</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>bdavidson@wilhoitproperties</td>
<td>(417) 890-3205</td>
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<tr>
<td>Bond Issuer:</td>
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<tr>
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</tr>
<tr>
<td>Contact Name</td>
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<tr>
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</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
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<td>Syndicator:</td>
<td></td>
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<tr>
<td>Raymond James Tax Credit Fund</td>
<td>James Dunton</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:jamesdunton@raymondjames.com">jamesdunton@raymondjames.com</a></td>
<td>(727) 568-4803</td>
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<td>Supportive Services Provider:</td>
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<td>Title Company</td>
<td><strong>Georgetown Title</strong></td>
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<td>Application Consultant:</td>
<td><strong>BETCO Consulting, LLC</strong></td>
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<td>ESA Provider:</td>
<td><strong>Alliance Engineering Group, Inc.</strong></td>
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<td>Scope and Cost Review (formerly PCA) Provider:</td>
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<tr>
<td>Preservation Consultant:</td>
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<tr>
<td>Other:</td>
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</table>
Carver Ridge Apartments
TDHCA # 20292

Tab 43
Architect Certification
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 CFR Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov’t Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

I (We) certify that I (We) have reviewed and understand the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

I (We) acknowledge that the Department may publish the full Development Plan on the Department’s website, release the Development Plan in response to a request for public information and make other use of the Development Plan as authorized by law.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC
§11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I (We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov’t Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I (We) certify that the net rentable square footage of the Development is 75,600 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 2,148 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 2305.6730.

By: __________________________
Signature

2-21-20
Date

BRYAN E. HULST
Printed Name

20298 TEXAS
License Number and State

PARKER ASSOCIATES TULSA, LLC
Firm Name (If applicable)
February 23, 2020

Project: Carver Ridge Apartments
Hutto, Texas

Re: Project Accessibility Requirements

Please accept this letter as evidence that this apartment project will be designed in accordance with the following accessibility standards:

1. Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as defined through the Uniform Federal Accessibility Code – UFAS, as further defined in 10 TAC Chapter 1, Subchapter B.
2. The 2010 Americans with Disability Act (ADA) as defined through section 233.
3. The Fair Housing Act Design Manual

As required by 10 TAC chapter 1, Subchapter B, Section 504 of the Rehabilitation Act and the 2010 ADA, this project will have a 5% minimum of the total number of units designed and built to be accessible for persons with mobility impairments and an additional 2% minimum designed and built to be accessible for persons with hearing or vision impairments as dictated by the Uniform Federal Accessibility Code (UFAS) and section 233 of the ADA design guidelines.

Carver Ridge Apartments is a Seventy-two, garden style, multifamily project with six 2-story apartment structures, without elevators. There are forty-eight (48) total two bedroom units, twenty-four (24) total three bedroom units; a community clubhouse with interior tenant activity areas; some exterior activity areas throughout the site; parking and a sidewalk circulation route connecting all elements. All units accessed by the ground floor comply with the requirements of the Fair Housing Act Design Manual as required and implemented by 10 TAC, Chapter 1, Subchapter B for the built environment.

Two 2-bedroom units and two 3-bedroom units, three total units (5.5%) will be designed and built to comply with both accessibility standards noted above for persons with mobility impairments. In addition, one 2-bedroom unit and one 3-bedroom unit (2.7%) will also be designed to comply with the accessibility standards noted above for persons with hearing or vision impairments.

Please call if you have any questions

Sincerely,

Parker Associates

Bryan Hulst
Project Architect
Carver Ridge Apartments
TDHCA # 20292

Tab 44
Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- [x] An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- [ ] An Experience certificate issued by the Department under the 2020 QAP.
- [ ] An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- [ ] Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- [n/a] 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.

- [n/a] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- [n/a] 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):

- [n/a] Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- [n/a] 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.

2/12/2020
February 21, 2014

Mr. Justin Zimmerman
c/o Ben Mitchell
1730 E. Republic Road, Suite F
Springfield, Missouri 65804

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Zimmerman:

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 Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

[Signature]

Cameron F. Dorsey
Director of Multifamily Finance
Carver Ridge Apartments
TDHCA # 20292

Tab 45
Credit Limit Docs
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
</tr>
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<tr>
<td>1.</td>
<td>Carver Ridge Apartments, LP</td>
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<td>2.</td>
<td>Carver Ridge Housing, LLC</td>
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<tr>
<td>3.</td>
<td>JZ - L2 AH BETCO, LLC</td>
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<td>4.</td>
<td>JZ - L2 Affordable Housing, LLC</td>
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<td>5.</td>
<td>Justin M. Zimmerman Revocable Trust U/A dated 12/13/2011</td>
</tr>
<tr>
<td>6.</td>
<td>Justin M. Zimmerman</td>
</tr>
<tr>
<td>8.</td>
<td>Donna L. Zimmerman</td>
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<td>9.</td>
<td>BETCO Consulting, LLC</td>
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<td>10.</td>
<td>Velma Lora Myrick</td>
</tr>
<tr>
<td>11.</td>
<td>Bruce J. Spitzengel</td>
</tr>
<tr>
<td>12.</td>
<td>Eric Harttell</td>
</tr>
<tr>
<td>13.</td>
<td>Clair Morris &quot;Tres&quot; Davis, III</td>
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<tr>
<td>14.</td>
<td>Brenna Minor</td>
</tr>
<tr>
<td>15.</td>
<td>Teresa Shell</td>
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<tr>
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<th>b. Person/entity has at least one other application in the current Application Round.</th>
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</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]

Date: [2/25/20]

Its: [Signature]

2/25/2020
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: [Signature] JZ - LZ Affordable Housing, 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
- [ ] 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>
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<tbody>
<tr>
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<td>12 - Rural</td>
<td>Andrews</td>
<td>80.00%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Carver Ridge Apartments</td>
<td>7 - Rural</td>
<td>Hutto</td>
<td>80.00%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Pendleton Square</td>
<td>11 - Urban</td>
<td>Harlingen</td>
<td>80.00%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Meander Park</td>
<td>3 - Rural</td>
<td>Granbury</td>
<td>80.00%</td>
<td>90.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Justin M. Zimmerman 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] JZ - LZ Affordable Housing, LLC [Printed Name] [Date]

2/25/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Which is:  

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  

☒ a Developer for the Applicant for the 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>Ranch Court Apartments</td>
<td>12 - Rural</td>
<td>Andrews</td>
<td>40.00%</td>
<td>45.00%</td>
</tr>
<tr>
<td>Carver Ridge Apartments</td>
<td>7 - Rural</td>
<td>Hutto</td>
<td>40.00%</td>
<td>45.00%</td>
</tr>
<tr>
<td>Pendleton Square</td>
<td>11 - Urban</td>
<td>Harlingen</td>
<td>40.00%</td>
<td>45.00%</td>
</tr>
<tr>
<td>Meander Park</td>
<td>3 - Rural</td>
<td>Grabury</td>
<td>40.00%</td>
<td>45.00%</td>
</tr>
</tbody>
</table>

I acknowledge that  

☐ and 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  

Date:

2/15/20
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Justin M. Zimmerman

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 §114(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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<td>45.00%</td>
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<tr>
<td>Meander Park</td>
<td>3 - Rural</td>
<td>Granbury</td>
<td>40.00%</td>
<td>45.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Justin M. Zimmerman is authorized to terminate the Application in the event of a conflict with §114(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Justin M. Zimmerman
Printed Name

Date: 2/15/20

2/15/2020
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: ____________________________________________________________________________

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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)

Donna L. Zimmerman Revocable Trust U/A dated 12/13/2011
Printed Name

2/25/2020
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: Donna L. Zimmerman

Which is: 
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] 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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I acknowledge that Justin M. Zimmerman 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: ___________________________  Printed Name: Donna L. Zimmerman  Date: 2/25/20
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: BETCO Consulting, LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [X] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [X] a Developer for the Applicant for this specific Application
- [X] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tbody>
<tr>
<td>Fish Pond at Fitzgerald</td>
<td>10</td>
<td>Corpus Christi</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Fish Pond at Huntsville</td>
<td>6</td>
<td>Huntsville</td>
<td>40.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Carver Ridge Apartments</td>
<td>7</td>
<td>Hutto</td>
<td>20.00%</td>
<td>10.00%</td>
</tr>
</tbody>
</table>

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 eliminate one or more Commitments or Carryover Allocations.

I, under penalty of perjury, certify that this information and these statements are true, complete, and accurate:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

BETCO Consulting, LLC

Printed Name

Date: 2/25/2020
rt II. Credit Limit Certification

InSTRUCTIONS:
A Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

me and role of Person or Entity completing this form: 

Velma Lora Myrick

Which is: 

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☒ a Developer for the Applicant for this specific Application

☒ an Affiliate to the Applicant

☐ a Guarantor on the Application

rsuant 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 the Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tbody>
<tr>
<td>Fish Pond at Fitzgerald</td>
<td>10</td>
<td>Corpus Christi</td>
<td>14.40%</td>
<td>1.80%</td>
</tr>
<tr>
<td>Fish Pond at Huntsville</td>
<td>6</td>
<td>Huntsville</td>
<td>14.40%</td>
<td>1.80%</td>
</tr>
<tr>
<td>Carver Ridge Apartments</td>
<td>7</td>
<td>Hutto</td>
<td>7.20%</td>
<td>3.60%</td>
</tr>
</tbody>
</table>

knowledge that Justin M. Zimmerman is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

ereby 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.

cknowledge 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.

der penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate) 

Velma Lora Myrick

Printed Name

Date 2/18/21
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:

- [ ] the Applicant (Entity that generally manages or controls the "Applicant, i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>10</td>
<td>Corpus Christi</td>
<td>10.00%</td>
<td>1.25%</td>
</tr>
<tr>
<td>Fish Pond at Huntsville</td>
<td>6</td>
<td>Huntsville</td>
<td>10.00%</td>
<td>1.25%</td>
</tr>
<tr>
<td>Carver Ridge Apartments</td>
<td>7</td>
<td>Hutto</td>
<td>5.00%</td>
<td>2.50%</td>
</tr>
</tbody>
</table>

acknowledge that Justin M. Zimmerman 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 further certify 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.

I, by my signature, certify that this information and these statements are true, complete, and accurate:

Signed: [Signature]
Printed Name: Bruce J. Spitzengel
Date: 2/25/2020
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: Eric Hartzell

Which is:  
- ☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- ☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- ☑ a Developer for the Applicant for this specific Application
- ☐ an Affiliate to the Applicant
- ☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tbody>
<tr>
<td>Fish Pond at Fitzgerald</td>
<td>10</td>
<td>Corpus Christi</td>
<td>4.00%</td>
<td>0.50%</td>
</tr>
<tr>
<td>Fish Pond at Huntsville</td>
<td>6</td>
<td>Huntsville</td>
<td>4.00%</td>
<td>0.50%</td>
</tr>
<tr>
<td>Carver Ridge Apartments</td>
<td>7</td>
<td>Hutto</td>
<td>2.00%</td>
<td>1.00%</td>
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I acknowledge that Justin M. Zimmerman 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: Eric Hartzell  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Date 2/20/2020
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: Clair Morris "Tres" Davis, III

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
☒ a Developer for the Applicant for this specific Application  
☒ an Affiliate to the Applicant  
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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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 Committee.

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] [Name] [Date]

Printed Name

2/19/2020
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: Brenna Minor

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<td>Huntsville</td>
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<td>0.50%</td>
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<tr>
<td>Carver Ridge Apartments</td>
<td>7</td>
<td>Hutto</td>
<td>2.00%</td>
<td>1.00%</td>
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</table>

I acknowledge that Justin M. Zimmerman 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)]

Brenna Minor

Printed Name

2/20/2020

Date

2/19/2020
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: Teresa Smith

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [x] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<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>Fish Pond at Fitzgerald</td>
<td>10</td>
<td>Corpus Christi</td>
<td>3.60%</td>
<td>0.45%</td>
</tr>
<tr>
<td>Fish Pond at Huntsville</td>
<td>6</td>
<td>Huntsville</td>
<td>3.60%</td>
<td>0.45%</td>
</tr>
<tr>
<td>Carver Ridge Apartments</td>
<td>7</td>
<td>Hutto</td>
<td>1.80%</td>
<td>0.90%</td>
</tr>
</tbody>
</table>

I acknowledge that Justin M. Zimmerman 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)] Teresa Smith [Printed Name] [2-20-2020] [Date]

2/19/2020
** TDHC#: 20292  **

** Self Score Total: 132 **

### 1. Local Government Support - §11.9(d)(1)
- Only check the box if support documents are included in the Application.

- **Resolution(s) of either “no objection” or “support” is included behind this tab.**
- **Name of Local Government Body**
  - City of Hutto
  - NOT APPLICABLE
- **Name of Local Government Body (if applicable)**

- **Points Requested: 17**

** Note that resolutions are due February 28, 2020

### 2. Quantifiable Community Participation - §11.9(d)(4)

- **Application expects to receive QCP points.**
- **Points Requested: 4**

** 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)

- **Letter of either support, neutrality, or opposition is included behind this tab.**
- **Points Requested: 0**

** OR **

- **Letter stating that no letter expressing support, neutrality, or opposition will be provided 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)

- **Applicant has included one or more letters of support or opposition behind this tab.**
- **Points Requested: 4**

- **A. Hutto Resource Center**
  - Name of Community Organization: Hutto Resource Center
  - Contact Name: Donna Jones
  - **Support**

- **B. YMCA of Greater Williamson County**
  - Name of Community Organization: YMCA of Greater Williamson County
  - Contact Name: Jeff Andresen
  - **Support**

- **C. Hutto Area Chamber of Commerce**
  - Name of Community Organization: Hutto Area Chamber of Commerce
  - Contact Name: Tim Jordan
  - **Support**

- **D. Hutto Lutheran Church**
  - Name of Community Organization: Hutto Lutheran Church
  - Contact Name: Rev. Katie Wegner
  - **Support**

- **E.**
  - Name of Community Organization: 
  - Contact Name: 
  - **Support**

- **F.**
  - Name of Community Organization: 
  - Contact Name: 
  - **Support**

2/28/2020
WHEREAS, Carver Ridge Apartments, LP has proposed a development for affordable rental housing at South of CR 137 and CR 1660, named Carver Ridge Apartments in the City of Hutto, Williamson County, Texas; and

WHEREAS, Carver Ridge Apartments, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2020 Competitive 9% Housing Tax Credits for Carver Ridge Apartments, and

It is hereby:

RESOLVED, that the City of Hutto, acting through its governing body, hereby confirms that it supports the proposed Carver Ridge Apartments to be South of CR 137 and CR 1660, Hutto, TX in Williamson County and that this formal action has been taken to put on record the opinion expressed by the City on February 20, 2020 and

FURTHER RESOLVED, that the City of Hutto, acting through its governing body, hereby confirms that it shall provide a financial contribution in the form of reduced building permit fees in the amount of Two Hundred Fifty Dollars ($250.00) to Carver Ridge Apartments, LP, if the Texas Department of Housing and Community Affairs award 9% Housing Tax Credits to Carver Ridge Apartments, LP.

PASSED AND APPROVED this day the 20th of February 2020.
February 25, 2020

Texas Department of Housing and Community Affairs
Bobby Wilkinson, Executive Director
221 E. 11th Street
Austin, Texas 78701
Attn: Marni Holloway

Re: Carver Ridge Apartments, LP – TDHCA #20292
Community Support

Dear Mr. Wilkinson,

I am writing to you to express our support for the Texas Department of Housing and Community Affairs Housing Tax Credit Application #20292, Carver Ridge Apartments, LP, proposed to be located South of CR 137 and CR 1660., in Hutto, Texas 78634.

The Hutto Resource Center, a 501(c)(3), serves the community of Hutto and we believe that there is a need for affordable housing in Hutto for our citizens of moderate-income levels. Carver Ridge Apartments, LP will assist the community in meeting this very important need.

The Hutto Resource provides food to approximately 80 food insecure families each week. These families live below the poverty and struggle due to the high cost of living. In addition to a food pantry, the Hutto Resource Center also offers financial assistant to the community. The HRC receives numerous application each month asking for housing assistance. At this time, the HRC does not having funds to assistant with housing because of the high cost nor does other community resources.

Having affordable is greatly needed in this community.

If I can be of further assistance to this important cause, please do not hesitate to contact me directly at (512) 688-0176 any time.

Sincerely,

[Signature]

Donna Jones
Executive Director
Hutto Resource Center
Hutto Resource Center
EIN: 46-3580653 | Hutto, TX, United States

Other Names
Hutto Has Heart
Hutto Resource Center

Determination Letter
A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied. Determination Letter: Determination Letter

Publication 78 Data
Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions. On Publication 78 Data List: Yes Deductibility Code: DC

Form 990-N (e-Postcard)
Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Year 2017 Form 990-N (e-Postcard)
Tax Year 2016 Form 990-N (e-Postcard)
Tax Year 2015 Form 990-N (e-Postcard)
Tax Year 2013 Form 990-N (e-Postcard)

Copies of Returns (990, 990-EZ, 990-PF, 990-T)
Electronic copies (images) of forms 990, 990-EZ, 990-PF, or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2018 Form 990
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 26, 2020

HUTTO RESOURCE CENTER
PO BOX 65
HUTTO, TX 78634-0065

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 05-01-2013
- Sales and use tax, as of 05-01-2013
  (provide Texas sales and use tax exemption certificate Form 01-339 to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 32050911752

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.
Connecting Hutto Community Members in need with resources that can help.

OUR MISSION

The Hutto Resource Center is a nonprofit organization dedicated to providing resources that improve the well-being of individuals in the Hutto community and help them in their daily living.

Our goal is to offer services through collaborative partnerships that promote independence, so our clients can move toward economic self-sufficiency, live abundantly, and be contributing members who give back to their community.

HISTORY OF ORGANIZATIONS

In 2018, Hutto Has Heart and the Hutto Community Food Pantry joined forces to become the Hutto Resource Center. We believe together we are better and can help more people.

**Hutto Has Heart**

Hutto Has Heart had its beginnings in the fall of 2011 when the Bastrop fires erupted. Many caring Hutto residents came forward, contributing an abundance of supplies for those directly impacted and a local business with a delivery truck made numerous trips between Hutto and Bastrop. The outpouring of support was tremendous and city leaders recognized the huge heart of this community.

Since then, assistance has been provided to many families through requests for help that have included car repairs, assistance with medical and utility bills, dental work, gas money, food, handy-man repairs, clothing, yard work and much more.

In 2015, the community again showed its heart as they provided support for those impacted by area flooding and as they gave to the Kelley Family Fund that was established when Hutto’s Sgt. Kelley lost his life in the line of duty.

**Hutto Community Food Pantry**

The Hutto Community Food Pantry is a volunteer driven, multi-sponsored and staffed pantry that began in 1998 when several members of the Hutto Lutheran Church began handing out one or two bags of food to Hutto residents in need.

In the fall of 2009, HCFP went from being open only during church office hours to opening once a month, serving between 8-12 families. Each family who came in received a prepared bag of food containing 12 basic items and toiletries.

In 2013, HCFP partnered with the Central Texas Food Bank and became an Outside Agency Funded Partner with the City of Hutto to assist with continuing growth. Two years later, HCFP moved from a "prepared box" model to a "client choice" distribution model. Families were now allowed to come weekly, and an average of 60-75 families were served -- a 2789% increase since 2009!

Now open every Saturday from 9am-noon, HCFP serves an average of 70 to 85 families every week.

Staff

**Executive Director**
Donna Jones
director@huttoresourcecenter.org

Board of Directors

**Chair**
Connie Gooding

**Treasurer**
Irene A Hack Barth

**Secretary**
Billie Loguidice

**Member at Large**
Bryon Borchers

Board Members

Minnie Sanchez
Johnny Brower
Need Assistance

Come by the Food Pantry on Saturdays between 9am and noon for assistance with food and personal care items. Please bring some form of identification.

Food Pantry Needs

The food pantry is always in need of food and must rely on the community for supplemental food drives. We are a partner agency of the Central Texas Food Bank, which serves 250+ food pantries in Central Texas. Because the CTFB does not have enough inventory to meet all of the needs, food drives are instrumental in helping many, many families.

Contact (512) 688-0176 for more information on food drive needs.

Most Needed Items
- Canned fruit
- Canned soup
- Top Ramen
- Peanut Butter
- Macaroni 'n cheese
- Canned meat and tuna
- Pasta ~ spaghetti, macaroni
- Rice and pinto beans
- Cereal
- Toilet paper
- Diapers
PLEASE JOIN US FOR AMPLIFY HUTTO

March 5th from 6pm to 8pm at baked 'n sconed
143 Exchange Blvd #100, Hutto, TX 78634

HUTTO RESOURCE CENTER

OUR MISSION
The Hutto Resource Center is a nonprofit organization dedicated to providing resources that improve the well-being of individuals in the Hutto community and help them in their daily living.

Our goal is to offer services through collaborative partnerships that promote independence, so our clients can move toward economic self-sufficiency, live abundantly, and be contributing members who give back to their community.

Apply for Assistance
Food Pantry Information
Make a Donation

Office: 350 Ed Schmidt Blvd, Hutto, Texas 78634
Donna Jones  director@HuttoResourceCenter.org  (512) 688-0162
(512) 688-0176

Food Pantry: 206 E. Live Oak, Hutto, Texas
info@HuttoResourceCenter.org
February 26, 2020

Texas Department of Housing and Community Affairs
Bobby Wilkinson, Executive Director
221 E. 11th Street
Austin, Texas 78701
Attn: Marni Holloway

Re: Carver Ridge Apartments, LP – TDHCA #20292
Community Support

Dear Mr. Wilkinson,

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The YMCA of Greater Williamson County, a 501(c)(3), serves the community of Hutto and we believe that there is a need for workforce housing in Hutto for our citizens of moderate-income levels. Carver Ridge Apartments, LP will assist the community in meeting this very important need.

If I can be of further assistance to this important cause, please do not hesitate to contact me directly at (512) 615-5530 any time.

Sincerely,

Jeff Andersen
President & CEO
YMCA of Greater Williamson County
Young Mens Christian Association Of Greater Williamson County
EIN: 74-2206558 | Round Rock, TX, United States

Publication 78 Data
Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)
Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2017 Form 990T

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Return ID:</th>
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<td>2017 Form 990T Filing</td>
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Tax Year 2017 Form 990
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 26, 2020

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER W
PO BOX 819
ROUND ROCK, TX 78680-0819

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 06-17-1981
- Sales and use tax, as of 06-17-1981

(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: 17422065585

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exemptorgs@cpa.texas.gov, or call us at 800-252-5555.
CHASCO Family YMCA

Association / Locations / Round Rock

About The Branch

Woven into the fabric of the Round Rock community, the CHASCO Family YMCA provides numerous opportunities through its expansive facilities to help achieve the Y mission. In conjunction with its talented staff and vast array of amenities (listed below), the CHASCO Family YMCA offers a wide range of programs for all ages. For additional information beyond this website on programs and events, please contact the Member Services Desk at 512-246-YMCA (9622).

Amenities

- Fitness Center
- Free Weight Area
- Queenax
- Women’s-Specific Gym
- Two Group Exercise Studios
- Personal Training Studio
- Cardio Theater
- Cycle Studio
- Gymnastics Gymnasium
- Dance/ Karate Studio
- Child Watch Center & Kids Gym
Mission Moments

Taking Fun to The Kids at School

More Mission Moments

Branch News

CHASCO Family Program Guide!

The CHASCO Family YMCA has quality programming for Y members and the community. Check out our Program Guide and see all that we have to offer.

Take A Look!
Heart YMCA of Greater Williamson County
is a 501(c)(3) non-profit.
The YMCA of Greater Williamson County is committed to making quality programs and facilities available to people from every social and cultural background.

The mission of the Y is to put Christian principles into practice through programs that build a healthy spirit, mind and body for all. Our focus is for youth development, healthy living and social responsibility. And our values are caring, honesty, respect, responsibility and faith.

The Y strives to make each child’s day a magical experience – explore, discover, create new friendships, try new activities along with the traditional favorites. We provide a safe, nurturing environment for all children by promoting healthy character development of spirit, mind and body. We work collaboratively with families, communities and school districts to ensure that each child receives a consistent set of life skills for success. To meet these goals, our program incorporates the Y’s Core Values (Caring, Honesty, Respect, Responsibility & Faith) as well as the 40 Developmental Assets set forth by the Search Institute (https://www.search-institute.org/) and the experiential learning model.

School Districts We Serve

- Burnet
- Charter
- Georgetown
- Hutto
- Leander
- Liberty Hill
- Round Rock

Program Staff

Each of our Y staff is carefully chosen to be positive role models and caring individuals. Every staff working in our program will attend training seminars which includes topics such as: leadership skills, positive discipline, creating excitement, learning new games, safety, CPR and First Aid, Child Abuse Prevention training as well as many others. Our staff is the key to success and to your child’s happiness.

Notably, Texas Family and Protective Services license Y Afterschool (https://ymcagwc.org/locations/child-care/services/afterschool/) and Preschool at the Y (https://ymcagwc.org/locations/preschool/). All employees are subject to criminal background checks and drug and alcohol testing. All employees are CPR and First Aid certified and are required to meet the Texas Department of Family and Protective Services (https://www.dfps.state.tx.us/) Minimum Training Standards.
February 25, 2020

Texas Department of Housing and Community Affairs
Bobby Wilkinson, Executive Director
221 E. 11th Street
Austin, Texas 78701
Attn: Marni Holloway

Re: Carver Ridge Apartments, LP – TDHCA #20292
Community Support

Dear Mr. Wilkinson,

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The Hutto Area Chamber of Commerce, a 501(c)(6), serves the community of Hutto and we believe that there is a need for workforce housing in Hutto for our citizens of moderate-income levels. Carver Ridge Apartments, LP will assist the community in meeting this very important need.

If I can be of further assistance to this important cause, please do not hesitate to contact me directly at (512) 759-4400 any time.

Sincerely,

[Signature]
Tim Jordan
Executive Director
Hutto Area Chamber of Commerce
Hutto Chamber Of Commerce
EIN: 74-2444394, --, United States

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

Tax Year 2017 Form 990

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Hutto Chamber Of Commerce</th>
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<td>Copy of Return:</td>
<td>2017 Form 9900 Filing</td>
</tr>
</tbody>
</table>

Tax Year 2016 Form 9900

Page Last Reviewed or Updated: 6-Sept-2019

Share  Print
February 26, 2020

HUTTO CHAMBER OF COMMERCE
PO BOX 99
HUTTO, TX 78634-0099

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 08-20-1986
- Sales and use tax, as of 08-20-1986

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: 17424443947

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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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.
Home

The Hutto Area Chamber of Commerce is one of the very best choices for growing your business, making profitable connections and developing lifelong friends. Growing from a small local Chamber in 1986 to one with over 300 members (with 2,837 employees) from the four corners and beyond, our membership represents businesses throughout the area. The quality of our networking events, informative lunches, business seminars and special events are all designed to help increase your success in business. The Hutto Area Chamber of Commerce invites you to attend our next event and experience first-hand what we have to offer. Join us! We'll help you quickly get connected.
Events Calendar

Search for Event by:

2/26/2020 to 6/30/2020

Narrow search by: 

Search

Results Found: 9

Hutto Area Chamber Luncheon: Guest Speaker Brian Marshall
Wednesday Mar 11, 2020
... read more
Categories: Monthly Luncheon
Register Now

Ambassador Luncheon
Thursday Mar 26, 2020
... read more

Hutto Area Chamber Luncheon: Williamson County Mayor Forum
Wednesday Apr 8, 2020
... read more
Categories: Monthly Luncheon
Register Now

Crawfish Festival 2020
Saturday Apr 18, 2020
... read more
Categories: Festivals & Celebrations, Arts & Culture, Community
Register Now

Ambassador Luncheon
Thursday Apr 23, 2020
... read more

Hutto Area Chamber Luncheon: Guest Speaker Jena Dubon Topic: Branding Your Business
Wednesday May 13, 2020
... read more
Categories: Monthly Luncheon
Register Now

Ambassador Luncheon
Thursday May 28, 2020
... read more

View all events
Hutto Area Chamber Luncheon
Wednesday Jun 10, 2020
... read more

Categories: Monthly Luncheon
Register Now

Ambassador Luncheon
Thursday Jun 25, 2020
... read more
February 25, 2020

Texas Department of Housing and Community Affairs  
Bobby Wilkinson, Executive Director  
221 E. 11th Street  
Austin, Texas 78701  
Attn: Marni Holloway

Re: Carver Ridge Apartments, LP – TDHCA #20292  
   Community Support

Dear Mr. Wilkinson,

I am writing to you to express our support for the Texas Department of Housing and Community Affairs Housing Tax Credit Application #20292, Carver Ridge Apartments, LP, proposed to be located South of CR 137 and CR 1660, in Hutto, Texas 78634.

The Hutto Lutheran Church, a 501(c)(3), serves the community of Hutto and we believe that there is a need for workforce housing in Hutto for our citizens of moderate-income levels. Carver Ridge Apartments, LP will assist the community in meeting this very important need.

If I can be of further assistance to this important cause, please do not hesitate to contact me directly at (512) 759-2064 any time.

Sincerely,

[Signature]

Reverend Katie Wegner  
Pastor  
Hutto Lutheran Church
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

HUTTO EVANGELICAL LUTHERAN CHURCH OF HUTTO, TEXAS
402 CHURCH ST
HUTTO, TX 78634-3336

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 07-31-1984
Sales and use tax, as of 07-31-1984
  (provide Texas sales and use tax exemption certificate Form 01-339 to vendor)
State portion of hotel occupancy tax, religious-affiliated as of 07-31-1984
  (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 32000243181

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.
We are one body in Christ, sent in faith to share God’s love, through worship, service, fellowship, and witness.

Sundays at Hutto Lutheran:
9:00AM Adult & 5-12th grade Sunday School
10:00AM Munch-n-Mingle
10:30AM Worship

Office Hours:
Tuesday – Thursday
9am-1pm
Or by appointment

402 Church St
Hutto, TX 78634
Hutto Lutheran Church
Campout
April 4-5
Saturday 3pm - Sunday AM
All Welcome!

Register @ www.huttolutheranchurch.org

Pitch your tent/bring your camper and have some fun with our church family camping out at 502 Mc (on HLC property).

Don’t have a tent? Don’t worry...we’ll get ya taken care of.

Don’t want to camp? Just come for dinner!

Saturday dinner and Sunday breakfast are provided.

Hutto Lutheran Church
Hutto Independent School District
The Little Hippo
Hutto Farm to Market
W Metcalfe St
W Live Oak St
Pecan St
Fritz Park
Hippo Vapo

Location and Map of Hutto Lutheran Church

Image of Hutto Lutheran Church
Serving

1 Corinthians 4:1, the Apostle Paul writes, “Think of us in this way, as servants of Christ and stewards of God’s mysteries.” (NRSV)

How do we serve Christ in this place? Our community? Within our family? Within our various networks of people?

Living as a servant of Christ means that our attention always falls on the places where we can be his hands and feet in the world. Where is the flock of God in need of a helping hand? Where are the needs of our neighbor not being met and how can we make sure they are? These questions empower us as servants, not in a boastful way, but in a way that is life-giving. Our service is not rooted in our own desires or returns.

Our service is rooted in the example of Jesus Christ. We serve others just as Christ first served us. Read, pray, question, and discern how God is calling you to serve, and when you are ready, join us in making this community a better place!

Feeding the 5000
Food Pantry
Worship Volunteers
Hutto Has Heart
Hand Bell Choir
Adult Vocal Choir
Knot Perfect Quilters
Acolytes
Weekly Lectionary
Carver Ridge Apartments
TDHCA # 20292

Tab 47
Third Party
### 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:** Alliance Engineering Group, Inc.  
  **Date of Report:** 2/27/2020

- Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.

- 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.  
  [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)

- A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

  - **Name of Firm:**  
  - **Contact Person:**  
  - **Contact Telephone:**  
  - **Email:**

#### 3. Primary Market Area Map

- **Prepared by:** Apartment Market Data, LLC  
  **Date of Report:** 1/31/2020

- **Development Site Location:**
  - Longitude: -97.543979  
  - Latitude: 30.518055

#### 4. Scope and Cost Review (SCR) (formerly PCA)

- **Prepared by:** N/A  
  **Date of Report:** N/A

#### 5. Appraisal

- **Prepared by:** TBD  
  **Date of Report:** N/A

#### 6. Feasibility Report

- **Prepared by:** Hejl, Lee & Associates, Inc.  
  **Date of Report:** 2/26/2020
February 24, 2020

Mr. Brent Stewart  
Texas Dept. of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Public Information Request

Greetings:

As part of the market studies produced for the 2020 9% LIHTC application round, Apartment MarketData, LLC (AMD) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. AMD acknowledges that the Texas Department of Housing and Community Affairs (the “Department”) may publish this report on the Department’s website, release it in response to a request for public information, and make other use of the information as authorized by law.

Sincerely,

[Signature]

Darrell G Jack  
Market Analyst  
President
MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC  Date: 1/31/2020
Contact: Darrell G Jack  Phone: (210) 530-0040
Development: Carver Ridge Apts  Target Population: General

Definition of Elderly Age: 
Site Location: South of CR 137 and CR 1660  City: Hutto  County: Williamson

Site Coordinates:  
Latitude  Longitude
30.518055  -97.543979 (decimal degree format)

Primary Market Area (PMA) page
127.98 Square Miles

CENSUS TRACTS

484910207.06  484910208.04  484910208.05  484910208.06  484910208.07  484910208.08
484910208.09  484910210.00  484910211.00  484910212.01  484910212.02  484910212.03
February 25, 2020

RE: Carver Ridge Apartments LP; Hutto, Texas

To Whom It May Concern:

Please allow this letter to serve as our official certification that Carver Ridge Apartments, LP will perform any recommendation outlined in the ESA Report prior to closing if an award of Low-Income Housing Tax Credits is granted.

Carver Ridge Apartments, LP

[Signature]
Justin M. Zimmerman, a member
Carver Ridge Apartments
TDHCA # 20292

Tab 48
Tie-Breakers
## Tie-Breaker Information

### Tie-Breaker #1 (10 TAC §11.7(1))
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
</tr>
</tbody>
</table>

Rent Burden Rank = 3470 (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.

<table>
<thead>
<tr>
<th>Development Longitude:</th>
<th>-97.543979</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Latitude:</td>
<td>30.518055</td>
</tr>
<tr>
<td>Target Population:</td>
<td>General</td>
</tr>
<tr>
<td>Closest Development serving same Population:</td>
<td>Westchester Woods</td>
</tr>
<tr>
<td>Application Number:</td>
<td>1451</td>
</tr>
<tr>
<td>Address:</td>
<td>19600 Heatherwilde Blvd., Pflugerville TX 78660</td>
</tr>
<tr>
<td>Year of Award:</td>
<td>2001</td>
</tr>
</tbody>
</table>
Carver Ridge Apartments
TDHCA # 20292

Scoring Notice
For TDHCA Use
RE: 2020 Competitive Housing Tax Credit (HTC) Application for Carver Ridge Apartments, TDHCA
Number: 20292

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: 20292, Carver Ridge Apartments

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): 132
Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2020 QAP): 132
Difference between Requested and Awarded: 0

Section 2:
Points Awarded for §11.9(c)(8) Readiness to Proceed: 0
Points Awarded for §11.9(d)(1) Local Government Support: 17
Points Awarded for §11.9(d)(4) Quantifiable Community Participation: 4
Points Awarded for §11.9(d)(5) Community Support from State Representative: 8
Points Awarded for §11.9(d)(6) Input from Community Organizations: 4
Points Awarded for §11.9(d)(7) Concerted Revitalization Plan: 0

Section 3:
Points Deducted for §11.9(f) and/or §11.201(7)(B) of the QAP: 0

Section 4:
Final Score Awarded to Application by Department staff (Including all points): 165

Section 5:
Notes and explanation for difference between points requested and points awarded by the Department, as well as penalties assessed:
NA

Restrictions and requirements relating to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Friday, August 21, 2020. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Marni Holloway at (512) 475-1676 or by email at mailto:marni.holloway@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
Carver Ridge Apartments
TDHCA # 20292

RFAD
For TDHCA Use
Carver Ridge Apartments
TDHCA # 20292

RFI
For TDHCA Use
Carver Ridge Apartments
TDHCA # 20292

Commit-Determ Notice
For TDHCA Use
Carver Ridge Apartments
TDHCA # 20292

MFDL Awd
For TDHCA Use
Carver Ridge Apartments
TDHCA # 20292

Carryover
For TDHCA Use