2020 Multifamily Uniform Application

REVISED February 20, 2020
TAB 1a
APPLICATION
CERTIFICATION
Development Name: The Cottages at Cedar Ridge

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.

Cottages Cedar Ridge, Ltd

Applicant Entity Name

By: Lee Zieben

Signature of Authorized Representative

Printed Name

Authorized Representative

Title

Date

Sworn to and subscribed before me on the day of ,

by Lee Zieben

(Personalized Seal)

Notary Public Signature

Notary Public, State of

County of

My Commission Expires:

Date

2/27/2020
TAB 1b

4% HTC-BOND FILING

N/A
Required for Tax Exempt Bond Developments only

4% Housing Tax Credit/Bond Application Filing

Development Name:

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 with the exception of the Third Party Reports. 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:
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.

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

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 TBRB 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.

See Board Meeting and Corresponding Submission Dates on Next Page

2/27/2020
**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>
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<th>Complete Application Due Date:</th>
<th>Targeted Board Meeting Date:</th>
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<td>January 21, 2021</td>
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**Lottery A**

**The TDHCA Board Meeting dates for 2021 have not been finalized and will be updated once available.**
TAB 2
DEVELOPMENT OWNER CERTIFICATION
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

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 NRF 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.
Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

_____ 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)

_____ 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 expressly represents, warrants, acknowledges and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

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

Signature
Lee Zieben

Printed Name
Managing Member

Title

Date
2/28/20

THE STATE OF Texas §

COUNTY OF Harris §

Before me, a notary public, on this day personally appeared Lee Zieben, 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 28th day of February, 2020.

(Seal)

Notary Public Signature
Applicant Eligibility Certification-10 TAC §11.204(2)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Applicant, Affiliate, Development Owner, Developer, Guarantor or other Related Party has cured any past due fees owed to the Department within the 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 requested and or provided in relation to the Application or the Development. Further, the Applicant hereby expressly represents, warrants, and certifies that the individual whose name is subscribed hereto has read and understands all the information contained in this form of the Application.

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

Signature of Authorized Representative

______________________________

Lee Zieben

Printed Name

Managing Member

Title

______________________________

Date

THE STATE OF ____________________

COUNTY OF ____________________

§

§

§

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

28th day of February, 2020

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

(Seal)

Charisse Harris
Notary Public

Notary Public Signature

Page 6 of 6

January 2, 2020
TAB 4
MULTIFAMILY DIRECT
LOAN CERTIFICATION
N/A
Multifamily Direct Loan Certification (10 TAC Chapter 13)

**Multifamily Direct Loan Certification** is included behind this tab.

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

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

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

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

N/A
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> Lee Zieben</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:lee@ziebengroup.com">lee@ziebengroup.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1980 Post Oak Blvd, Suite 2020</td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Charisse Harris</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:charris@ziebengroup.com">charris@ziebengroup.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact <em>(if applicable)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong></td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

2/27/2020
TAB 6a

COMPETITIVE HTC ONLY

SELF-SCORE
# Competitive Housing Tax Credit Selection Self-Score-10 TAC §11.9

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

## Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total**: 17

## Criteria to Serve and Support Texans Most In Need

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Residents</td>
<td>§11.9(c)(1)</td>
<td>15</td>
</tr>
<tr>
<td>Rent Levels of Residents</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>11</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>4</td>
</tr>
<tr>
<td>Residents with Special Housing Needs</td>
<td>§11.9(c)(6)</td>
<td>3</td>
</tr>
<tr>
<td>Proximity to Job Areas</td>
<td>§11.9(c)(7)</td>
<td>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>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total**: 11

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

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

**Efficient Use of Limited Resources and Applicant Accountability Total**: 53

**Point Deductions**: 

**Total Application Self Score**: 132

2/27/2020
TAB 6b

MFDL ONLY OR MFDL LAYERED WITH HTC SELF-SCORE
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>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 80,001-100,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units = 60,001-80,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td>MFDL Request/ MFDL or NHTF Units ≤ 60,000</td>
<td>§13.6(4)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Rent Levels of Residents</strong></td>
<td>§13.6(5)</td>
<td>0</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>22</td>
</tr>
<tr>
<td><strong>Tiebreaker</strong></td>
<td>§13.6(6)</td>
<td>0%</td>
</tr>
</tbody>
</table>

---

*Note: The form includes sections for additional details on specific criteria, such as the Opportunity Index and Underserved Area, but these specific details are not provided in this table.*
TAB 7

SITE INFORMATION

FORM PART I
### Site Information Form Part I

#### 1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>County Line Rd and N. Ave. C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elgin</td>
</tr>
<tr>
<td>ETJ? Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Region</th>
<th>Zip</th>
<th>City</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>78621</td>
<td>Travis</td>
<td>Rural via §11.204(5)(B) Rural Designation</td>
<td></td>
</tr>
</tbody>
</table>

#### 2. Census Tract Information (All Programs)

| 48453001854 | No | Median Household Income: 71979 | Quartile: 2q | Poverty Rate: 14 |

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

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

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

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

- The Development Site is not located in a county with a population that exceeds one million.
- The site is located in a municipality with a population of two million or more where a federal disaster has been declared, and the municipality is authorized to administer disaster recovery funds as a subgrant recipient.
- The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.
- The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

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

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

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

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

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

- Development Site is appropriately zoned? Yes
- Zoning Designation: **Zone A - Multifamily District**
- Flood Zone Designation: **Zone X**
- Entire Development Site is outside the 100 year floodplain: Yes

---

*2/27/2020*
8. Site & Neighborhood Standards [New Construction Direct Loan only] [10 TAC §13.2(12)]; [24 CFR 92.202 or 93.150]
Confirm the following supporting documents are provided behind this tab.
- Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>TEA Rating</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elgin Elementary</td>
<td>through</td>
<td>MS</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Elgin Middle School</td>
<td>through</td>
<td>MS</td>
<td>D</td>
<td></td>
</tr>
<tr>
<td>Elgin High School</td>
<td>through</td>
<td>MS</td>
<td>B</td>
<td></td>
</tr>
</tbody>
</table>

Account for each year for each school.

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that has a 2019 TEA rating of D (or Harvey exception applies) and a 2018 IR rating; or a 2019 TEA rating of F (or Harvey exception applies) and a 2018 Met Standard rating, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted behind Tab 2. [§11.101(a)(3)(D)(iv)]
- X The Application meets the following exception(s). Applicant is required to enter school rating information above, but no disclosure is required.
  - X Elderly Development
  - Development encumbered by a TDHCA LURA on the first day of the Application Acceptance Period or date the pre-application is submitted (if applicable)
  - Supportive Housing SRO Development or Supportive Housing Development where all Units are Efficiency Units
  - The Development is ineligible under 10 TAC §11.101(b)(1)(C) related to Ineligibility of Developments within Certain School Attendance Zones and the Application includes a waiver request pursuant to 10 TAC §11.207. (complete below)

10. Waiver of Rules [10 TAC §11.207]
- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was not within the control of the Applicant and plans for mitigation or alternative solutions has been submitted (as applicable); and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov’t Code than not granting the waiver.
TAB 8
SUPPORTING DOCUMENTATION FOR SITE INFORMATION
FORM PART I
Maps:
- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified

Resolutions:
- Twice the State Average of Units Per Capita Resolution
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household Resolution

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.

Additional Information:
- Go to [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx](https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx) and

• Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city and state.
• Just below where it says “Area of Interest Interactive Map” and to the left of where it says “Legend” is a row of buttons. Two at the end are labeled "AOI" for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site
• Outline the Development Site, getting as much within the rectangle or triangle as possible.
• Select the tab for “Soil Data Explorer”, select “Land Classifications”, then select “Farmland Classification”.
• Select “View Rating”. You may need to scroll down to see it.
• In the upper right corner, select "Printable Version". Name it if you wish, scale to "Fit to page", printed sheet size "A landscape (11" x 8.5")”. Make sure the box labeled "show UTM Coordinate Ticks" is checked. Select "View".
• Save the file as a PDF and include it in the Application.
Site and Neighborhood Standards (New Construction Direct Loan Only)

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

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

Educational Quality (all Applications)

☐ School Attendance Zone Map with Development labeled;

☐ 2019 TEA accountability information for each school;

☐ Neighborhood Risk Factors Report, if applicable, is behind Tab 2;

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

Waiver of Rules

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

☐ The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
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.

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

QCT for 2020

- **Tract**: 18.54
- **County**: Travis County
- **State**: TX
- **Status (2020)**: Not Qualified
- **Poverty Rate**: 17.6%
- **Ratio of Tract Median Income to Tract Income Limit**: 0.737
- **Full Tract Number**: 48453001854
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.

**Select Year**
- 2020
- 2019
To Whom It May Concern:

The property is zoned “A” which is a multi-family district.

David Harrell, AICP
Development Services Director
Development Services Dept.
City of Elgin, TX
Direct: 512-229-3254
Main: 512-285-6641

Good Afternoon,

Will you please provide evidence of zoning for Travis CAD property id-557512. This property is located at the corner of County Rd and N. Avenue.

Thank you,

Alma Cobb
Director of Development & Property Management
Part 1 entries are related to Concerted Revitalization Plan and Opportunity Index points are not requested. If yes, skip down to select amenities under Urban or Rural, as applicable.

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

   - 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).

   **OR**

   - 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).

   - 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.

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

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

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

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

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

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

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

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

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

- **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);

- **Yes** 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.**

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**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**

- **Application is not** in the At-Risk Set-Aside;  **AND**
- **Yes** 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**
- **No** Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. (6 points)

**OR**

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

- **Application is not** in the At-Risk or USDA Set-Aside;  **AND**
- **Yes** The Development is located within 1 mile of 16,500 jobs. (6 points)
- **No** The Development is located within 1 mile of 13,500 jobs. (5 points)
- **No** The Development is located within 1 mile of 10,500 jobs. (4 points)
- **No** The Development is located within 1 mile of 7,500 jobs. (3 points)
- **No** The Development is located within 1 mile of 4,500 jobs. (2 points)
- **No** The Development is located within 1 mile of 2,000 jobs. (1 point)

**Application is seeking points for Proximity to Job Areas**

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**Total Points Claimed: 0**

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

| Region: | 7 | Rural |

- [ ] Application is claiming points for a Concerted Revitalization Plan ("CRP"). (up to 7 points)
- [ ] No points were claimed for Opportunity Index.
- [ ] Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
- [ ] The CRP Packet has been completed and is included behind Tab 10.

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

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)]**

- [x] Application meets all of the following requirements: (5 points)
  - [x] 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.
  - [x] Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2020.
  - [x] Application includes acknowledgement from all lenders and the syndicator of the required closing date.
  - [x] Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2020.
  - [x] Application includes evidence that appropriate zoning will be in place at award.
  - [x] 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.
  - [x] Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

Application is seeking points for Readiness to Proceed. **Total Points Claimed:** 5
TAB 10
SUPPORTING DOCUMENTATION FOR SITE INFORMATION FORM 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.

**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)

**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)

**Print-out from THECB website confirming accreditation of university or community college**
http://www.txhighereddata.org/Interactive/Institutions.cfm

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

**n/a For Colonia:**
- 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 colony lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

**n/a For Economically Distressed Areas:** [http://www.twdb.texas.gov/financial/programs/EDAP/index.asp](http://www.twdb.texas.gov/financial/programs/EDAP/index.asp)
- Documentation indicating the boundaries of the EDA and evidence of a Texas Water Development Board award within the last five years; and
- Map showing development site boundaries, relative to EDA boundaries.

**X 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 Report posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable
- Evidence Development was placed in service 25 or more years ago
- Evidence Development is still occupied. Submit any rent roll separate from the Application)
- Evidence or statement that Development has not received federal funding or LIHTC equity for Rehab

**n/a 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

2/28/2020
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)

n/a 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.
Elgin Memorial Park

1127 N Main Street
Elgin, TX 78621

Contact
Parks & Recreation Department
512-285-6434

Hours
Entire park may be reserved for large events/festivals

Rating
This facility has not yet been rated.
**Elgin Memorial Park** is located at 1127 North Main Street (Highway 95 North and Main Street/Loop 109). The park is approximately 26 acres with hundreds of elm trees and green grass, a small concession stand, restrooms, two sand volleyball courts, three tennis courts, horse shoe pits, one playground, covered and uncovered picnic tables, barbecue grills, and scattered park benches. There is also a large covered pavilion that is popular for parties and events and a covered picnic area for smaller gatherings. The playscape was made possible by a grant from the Lower Colorado River Authority. It is the site for the Annual Western Days Festival, Firemen’s Bar-B-Q Cook-Off, Market Days, and many other programs and activities. Elgin softball and baseball fields are adjacent to this park.

For Rental Request of this facility please visit [Park Rentals](#).

### Subfacilities

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<td><a href="#">Pavillion - Small Group</a></td>
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Elgin Memorial Park

1127 North Main Street
(Highway 95 North and Main Street/Loop 109)

Image capture: Sep 2018    Images may be subject to copyright.
CVS Pharmacy at 1300 W Us Hwy 290 Elgin, TX 78621

Store Hours:
- Monday through Friday: OPEN 9:00 AM to 9:00 PM
- Saturday: OPEN 8:00 AM to 9:00 PM
- Sunday: 10:00 AM to 7:00 PM

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

What services does this CVS offer?
- Drive-Thru Pharmacy
- Photo
- Pharmacy

Pick up and drop off UPS® packages
Offering extra flexibility, convenience, and safety to all your packaging and shipment needs, our CVS store is now an active UPS Access Point. Drop-off and pick up your packages with UPS tracking available, so you can be sure it's arrived. We'll hold packages for up to 7 days, so you can pick them up on your schedule. For UPS package drop-offs, we accept pre-labeled, prepaid packages for 5 to 7 day ground and air delivery. UPS will collect all packages within 24 hours. Find more UPS Access Point information for packages that may not qualify for shipment from our location.

SCORE 3X SAVINGS
ExtraCare® members who use our app save 3x more!
Find out how

Capture memories.
Order photos online for free same-day pickup.
Get started
Child Care Search Result Details

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

Operation Number: 839379
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Mabry's Munchkins Learning Center
Location Address: 1512 N AVENUE C
ELGIN, TX 78621
Mailing Address: 1512 N AVENUE C
ELGIN, TX 78621
Phone Number: 512-281-0800
County: BASTROP
Website Address: Email Address:
Administrator/Director Name: Jackie Mabry
Type of Issuance: Full Permit
Issuance Date: 12/17/2004
Permit Renewal Due By Date: 12/17/2020
Conditions on Permit: No
Accepts Child-Care Subsidies: ?
Hours of Operation: 06:00 AM-06:00 PM
Days of Operation: Monday - Friday
Total Capacity: 68
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 68
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

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

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

- In the last five years, Licensing conducted the following:

  11 - Inspections
  0 - Assessments
  2 - Self Reported Incidents
  2 - Reports

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

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

Five Year Compliance Summary
- During the last five years, 3974 standards were evaluated for compliance at this operation.

https://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilityDetails.asp?ptype=DC&fid=251005
Elgin
Supercenter #3170
1320 W Hwy 290, Elgin, TX 78621

Services, Hours & Contact Info

Main Store
Open until 1 am
Mon - Sun 6 am - 1 am
512-285-3397

Pharmacy
Open until 9 pm
512-285-3649

Photo Center
Open until 10 pm
512-285-3620

Pickup
Open until 8 pm

Vision Center
Open until 8 pm
512-285-3694

See All
Of the standards evaluated 23 deficiencies were cited. 

Click on the number of deficiencies to see additional details.

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

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

3 were weighted as High
8 were weighted as Medium - High
9 were weighted as Medium
1 was weighted as Medium - Low
2 were weighted as Low

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

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
Welcome to the Elgin Public Library

Current Newsletters
### February 2020

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[https://www.elginpubliclibrary.org](https://www.elginpubliclibrary.org)
Rb Digital has updated their mobile device application to provide access to eBooks and eAudio in 1 application.

Update your device with the following links:


Your log in and password will remain the same, just the application has been updated.
Welcome to the Elgin Public Library — Elgin Public Library

Desktop users do not need to update at this time.

Please call with any questions: 512-281-5678

Thank you!!

We are proud to offer the


books funded by our local Walmart #3170 Community Grant.

THANK YOU WALMART FOUNDATION!
Thank you, again! Two years in a row!

- TexShare Databases (https://texshare.net/gs.php): books, articles, research databases, and more
- Selected Sites (https://www.elginpubliclibrary.org/eshelf-research/selected-sites): what's good on the Web
- Community Organizations (http://www.austincc.edu/abe/): adult education- ESL and GED
- Good Reads (https://www.elginpubliclibrary.org/eshelf-research/good-reads): book reviews, top sellers, author interviews, and news headlines

Try these databases filled with magazine articles, encyclopedia entries, and other materials to help you discover more on any subject, from general interest to business, hobbies, test preparation, and more. Please see your librarian for a username and password.

Navigation (https://www.elginpubliclibrary.org/sitemap)
UPCOMING EVENTS

Sponsored by the Institute for Museum & Library Services (IMLS) and the Texas State Library and Archives Commission

ELGIN PUBLIC LIBRARY
404 N Main St
Elgin, TX
512-281-5678 phone
512-285-3015 fax

Location & Hours
Welcome to the Elgin Public Library — Elgin Public Library

Tuesday: 10am-7pm
Wednesday: 10am-6pm
Thursday: 10am-7pm
Friday: 10am-6pm
Sat: 10am-4pm
Sun-Mon: Closed

Location and contact information

« February 2020 »

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<td>26</td>
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</tbody>
</table>

## 2020 Declared Disaster Areas

**Counties Eligible under §11.9(d)(3) of the 2020 QAP as of November 20, 2019**

<table>
<thead>
<tr>
<th>Andrews</th>
<th>Comanche</th>
<th>Hansford</th>
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<th>Rains</th>
<th>Washington</th>
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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 November 20, 2019

Aransas  Edwards  Jones  Orange
Archer     Fannin  Karnes  Polk
Austin     Fayette Kimble  Real
Bastrop    Fort Bend Kinney  Refugio
Baylor     Galveston Kleberg  Sabine
Bee        Goliad   Knox    San Jacinto
Brazoria   Gonzales Lavaca  San Patricio
Brown      Grimes   Lee     San Saba
Burnet     Hardin   Liberty Schleicher
Caldwell   Harris   Llano   Sutton
Calhoun     Haskell  Madison Throckmorton
Callahan   Hidalgo  Mason    Travis
Cameron     Hill     Matagorda Tyler
Chambers   Hopkins  McCulloch Uvalde
Colorado   Houston  Menard  Val Verde
Comanche   Jackson  Montgomery Victoria
Coryell    Jasper
DeWitt      Jefferson Newton
Dimmit      Jim Wells Nolan

Texas Department of Housing and Community Affairs
221 E. 11th St., Austin, TX 78701  Main Number: 512-475-3800  Email: info@tdhca.state.tx.us
P.O. Box 13941, Austin, TX 78711  Toll Free: 800-525-0657  Web: www.tdhca.state.tx.us
Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2989 (TTY) and 711 (Voice)
February 27, 2020

Mr. Lee Zieben
Zieben Group
1980 Post Oak Blvd, #2020
Houston, TX 77056

Re: The Cottages at Cedar Ridge, a 64-unit affordable housing development to be located in Elgin, Travis County, Texas, and developed, constructed, owned and operated by Cottages Cedar Ridge, L.P., a Texas limited partnership (the “Partnership”), in compliance with Section 42 of the Internal Revenue Code of 1986 ("IRC")

Dear Mr. Zieben:

It has been a pleasure working with you regarding the above referenced project. Hunt Capital Partners, LLC ("HCP") commits to provide construction and permanent loan financing for this project on the terms and conditions set forth below.

Borrower: Cottages Cedar Ridge, L.P.

Property Address: Corner of FM 1100 & County Line Rd, Elgin, Travis County, TX

Construction Loan Amount: $7,511,000

Permanent Loan Amount: $6,200,000; this loan amount is subject to 90% of appraised value based on restricted rents and a market cap rate.

Term: Construction Phase of Loan – Construction Phase shall be that period of time until the project reaches rental achievement for three (3) consecutive months but not greater than twenty-four (24) months. Stabilization shall be defined as not less than 90% of the units leased and occupied to qualifying tenants at rental rates approved by the lender. The construction loan will have one six (6) month extension at the borrower’s option.

Permanent Phase of Loan – 15-years from the date the loan is converted to a permanent loan. Amortization schedule shall be forty (40) years.

Interest rate: Construction Loan: The construction interest rate will be set at the time of closing. The rate is based on prime plus 100 basis points. The interest rate will be variable for the entire term of the construction loan and is currently estimated to be 5.75%
Permanent Loan: The permanent loan rate will be set and rate locked at the time of construction loan closing. The rate is based on a spread of approximately 391 basis points above the 10-year Treasury. The spread is subject to change. The rate is projected to be 5.25%.

Origination Fee: Construction Loan fee is 1.25% paid at closing plus 0.75% for any extension.

Permanent Loan fee is 1.0% paid at closing of the Construction Loan.

Application Fee: $5,000

Conversion Fee: $7,500

Recourse: Construction loan: Full recourse until Stabilization. Personal guarantees required

Permanent loan: None, with the exception of customary, "carve-out" for matters such as, but not limited to, fraud, misappropriation of funds, environmental matters, other bad acts, breach of Special Purpose Entity requirements, and breach of reporting requirements.

Anticipated Funding Date: November 1, 2020

Minimum DSCR: The minimum debt service coverage is 1.15 to 1

LTV (Permanent): 90%; Based on Restricted Rents and using a market cap rate

Construction Loan: Loan is limited to [60%] of costs; and the amount of the permanent loan.

Minimum Occupancy: 90% for three (3) consecutive months prior to Stabilization.

Prepayment: Partial prepayment is not allowed except for application of insurance proceeds or condemnation awards. Prepayment is not allowed in years 1-10; yield maintenance premiums will apply thereafter.

Security: First priority mortgage encumbering the referenced project. First security interest in all furniture, fixtures, equipment, permits, documents and contracts. First priority assignment of leases, rents,
profits, licenses, permits and contracts. A pledge of all escrow and reserve accounts.

Taxes and Insurance: A monthly escrow deposit for taxes and insurance will be required.

Replacement Reserve: $250 annually per unit subject to change pursuant to the recommendation of the third party reports referenced below. A monthly escrow deposit equal to 1/12 of the annual reserve amount will be required.

Third Party Reports: An appraisal, environmental assessment report, and building condition survey, acceptable to HCP in its sole authority, dated not more than six (6) months prior to closing will be required. The aforementioned third party reports must be received not less than 30 days prior to closing.

Additional Loan Expenses: The borrower will pay all customary closing costs, including but not limited to, HCP’s application and conversion fees, HCP’s legal fees, and third party due diligence reports.

Contingency: In order to lock the Loan Rate and close, Borrower must satisfy conditions including but not limited to: (i) closing of the LIHTC Partnership and admission of the Limited Partner, (ii) funding of at least 15% of the Limited Partner’s aggregate capital contribution, (iii) Closing of all subordinate financing, (iv) receipt and approval by HCP of construction plans and specifications and related construction due diligence; (v) no defaults or material adverse change in the financial condition of the Project, Borrower, Key Principals or any other feature of the transaction from that which existed on the Commitment Acceptance Date in HCP’s sole discretion; and (vi) approval of the Loan by the HCP’s Investment Committee.

Assignment: HCP shall have the right to assign its rights and obligations hereunder.

Readiness to Proceed: We understand the Borrower is taking advantage of the Readiness to Proceed application points and, as such, Lee Zieben provided the tax credits are awarded and accepted, this transaction will close on or before November 30, 2020.

The attached 15-year pro-forma was prepared by Cottages Cedar Ridge, Ltd (applicant) for The Cottages at Cedar Ridge to be located in Elgin, Texas. The pro-forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Hunt’s current underwriting parameters and consistent with the loan terms in
the term sheet, and is preliminarily considered feasible, pending further diligence review. The
debt service for each year maintains no less than a 1.15 debt coverage ratio.
If the above arrangement is acceptable to you, please execute and return this Term Sheet, by the close of business on March 10, 2020, otherwise this letter shall become null and void.

We look forward to working with you to bring this loan to a rapid closing. If you have any questions please call Dana Mayo on 818-380-6130.

Sincerely,

Dana Mayo
Executive Managing Director
Hunt Capital Partners, LLC

AGREED and ACCEPTED:

Cottages Cedar Ridge, L.P.

By: _____________________________ Date

Name: ____________________________

Title: _____________________________

Cc: Juan Trinidad (Hunt Capital Partners)
To Whom It May Concern:

The property is zoned “A” which is a multi-family district.

David Harrell, AICP
Development Services Director
Development Services Dept.
City of Elgin, TX
Direct: 512-229-3254
Main: 512-285-6641

Good Afternoon,

Will you please provide evidence of zoning for Travis CAD property id-557512. This property is located at the corner of County Rd and N. Avenue.

Thank you,

Alma Cobb
Director of Development & Property Management
February 27, 2020

Texas Department of Housing and Community Affairs
P. O. Box 13941
Austin, TX 78711

RE: Application 20342 - The Cottages at Cedar Ridge

Ms. Holloway,

This letter is to certify that the Applicant will close all financing, on the above referenced development, on or before the last business day of November 2020.

The Applicant certifies that the construction contract will be fully executed on or before the last business day of November 2020.

In Addition, the Applicant has provided evidence of zoning from the City of Elgin.

The Applicant understands and acknowledges that failure to close all financing and/or fully executing the construction contract on or before the last business day of November 2020, will result in penalty under 10 TAC 11.9(f), as determined solely by the Board.

Sincerely,

Cottages Cedar Ridge, Ltd.

By: Cottages Cedar Ridge I, LLC
Its: General Partner

Lee Zieben, Managing Member
TAB 11

SITE INFORMATION

FORM PART III
1. **Site Acreage**

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

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


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

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

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

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Address</th>
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<tbody>
<tr>
<td>City</td>
<td>State</td>
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</tbody>
</table>

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

   If "Yes," please explain:

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

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

   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>
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</tbody>
</table>

   Site Control is in the form of:

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

   **Expiration of Contract or Option:** ______________________________  **Anticipated Closing Date:** ______________________________

   - [ ] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
   - [ ] The Property has the following encumbrance(s): ______________________________
If the property will be subject to any kind of ownership other than fee simple ownership by the Applicant upon closing on financing, please explain in the box below:

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

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

   - □ Ingress and egress to a public right of way are not part of the Property described in the site control documentation, and at the time of Commitment, the Applicant will provide:
     - □ Evidence of an easement, leasehold, or similar documented access; and
     - □ Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

4. **Re-platting or Vacating Requirement [10 TAC §11.204(10)(E)]**

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

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

   Development qualifies for the boost for:

   - □ Qualified Census tract that has less than 20% HTC Units per household
   - □ New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†**
     †Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

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

If a revised form is submitted, date of submission: __________
TAB 12

SUPPORTING DOCUMENTATION FOR SITE INFORMATION
FORM PART III
Support Documentation from Site Information Part III Should be Included Behind this Tab.

Site Control Documentation

X Evidence of Site Control as described in 10 TAC §11.204(10)

Recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).

X Contract or option for lease (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).

X Contract for sale or option for purchase (must include language required by 10 TAC §13.5(e) if requesting Direct Loan funds).

X If Identity of Interest, includes documentation described in 10 TAC §11.302(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

X Documentation required by 10 TAC §11.204(12) is included.

Increase in Eligible Basis (30% Boost)

Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.

Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.

SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.

Census tract map clearly showing the 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

2/27/2020
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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

Seller: Realtex Development Corporation or Assigns

Address: 1114 Lost Creek Boulevard, Suite G20 Austin, Texas 78746
Phone: 512-306-9206 E-mail: rdeyoa@realtexdevelopment.com
Fax: 512-306-9010 Other:

Buyer: Zieben Group or Assigns

Address: 1980 Post Oak Boulevard, Suite 2020, Houston, Texas 77056
Phone: (713) 715-1455 E-mail: lee@ziebengroup.com
Fax: (713) 715-1454 Other:

2. PROPERTY:

A. "Property" means that real property situated in Travis County, Texas at Approximately 8.262 acres located on County Line Rd & N. Ave C, Elgin, TX (address) and that is legally described on the attached Exhibit A or as follows:

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. ......................... $ 600,000

   (2) Sum of all financing described in Paragraph 4 ....................... $ ____________

   (3) Sales price (sum of 3A(1) and 3A(2)) .............................. $ ____________

(TAR-1802) 1-1-16 Initiated for Identification by Seller ___________ and Buyer ___________
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Realtex Development Corporation or Assigns

Address: 1101 S. Capital of Texas Hwy, E200, Austin, Texas 78746
Phone: 512-306-9206 E-mail: ndeyoe@realtexdevelopment.com
Fax: 512-306-9010 Other:

Buyer: Zieben Group or Assigns

Address: 1980 Post Oak Boulevard, Suite 2020, Houston, Texas 77056
Phone: (713) 715-1455 E-mail: lee@ziebengroup.com
Fax: (713) 715-1454 Other:

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   (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 ............................... $ 600,000
   (2) Sum of all financing described in Paragraph 4 ....................... $
   (3) Sales price (sum of 3A(1) and 3A(2)) ............................... $
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 $________ per:
☐ (i) square foot of ☐ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

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

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

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

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

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-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 (TAR-1931) in the amount of $___________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 5,000.00 as earnest money with Independence Title Company (title company) at 5900 Shepherd Mountain Cove, Bldg 2 Ste 2, Austin, TX (address) Dan Phares (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $__________ with the title company to be made part of the earnest money on or before:
☐ (i) ________ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) ________________________________.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

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

(3) Within 30 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 __10__ days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer’s expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM 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/ACSM 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, at Seller’s expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice 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 Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _______________ (insert amount) 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 __15__ days after Buyer receives 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 Paragraph 6B(1) applies,
Commercial Contract - Unimproved Property concerning Approximately 8,262 acres located in Elgin, TX

Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer’s actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer’s timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer’s failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer’s right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller’s expense, will complete the following before closing: none.

B. Feasibility Period: Buyer may terminate this contract for any reason within 225 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☒ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $100 that Seller will retain as independent consideration for Buyer’s unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

C. Inspections, Studies, or Assessments:

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

(2) 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.
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(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 10 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
- (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (d) copies 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; and
- (g) ____________________________

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)
- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

8. LEASES:

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

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: __________________________

________________________________________

Agent: _________________________________

_______________________________________

Address: _______________________________

_______________________________________

Phone & Fax: ___________________________

_______________________________________

E-mail: _________________________________

_______________________________________

License No.: ____________________________

_______________________________________

Cooperating Broker: ______________________

________________________________________

Agent: _________________________________

_______________________________________

Address: _______________________________

_______________________________________

Phone & Fax: ___________________________

_______________________________________

E-mail: _________________________________

_______________________________________

License No.: ____________________________

_______________________________________

Principal Broker: (Check only one box)

☑ represents Seller only.

☑ represents Buyer only.

☑ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 13 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.

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.

(TAR-1802) 1-1-16 Initiated for Identification by Seller ___________________________ and Buyer ___________________________ Page 6 of 13
10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) ☑ 180 days after the expiration of the feasibility period.
   ☐ ___________________________ (specific date).
   ☐ ___________________________

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

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

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

D. At closing, Seller, at Seller’s expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller’s proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

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

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

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

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 the sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue, or
   (Check if applicable)
   ☑ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
   (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
   (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
   (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
   (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
   (1) Seller and the sales price will be reduced by the same amount; or
   (2) Buyer and the sales price will not be reduced.

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

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller’s knowledge and belief: (Check only one box.)

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

☒ B. Except as otherwise provided in this contract, Seller is not aware of:
   (1) any subsurface: structures, pits, waste, springs, or improvements;
   (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
   (3) any environmental hazards or conditions that materially affect the Property;
   (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
   (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
   (6) any wetlands, as defined by federal or state law or regulation, on the Property;
   (7) any threatened or endangered species or their habitat on the Property;
   (8) any present or past infestation of wood-destroying insects in the Property’s improvements;
   (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
   (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

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

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

☒ B. Buyer also consents to receive any notices by e-mail at Buyer’s e-mail address stated in Paragraph 1.

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

22. AGREEMENT OF THE PARTIES:

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

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

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

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

☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Financing Addendum (TAR-1931);
☐ (3) Commercial Property Condition Statement (TAR-1408);
☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (6) Addendum for Coastal Area Property (TAR-1915);
☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☐ (8) Information About Brokerage Services (TAR-2501); and
☐ (9) Exhibit A

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR 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 receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

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

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

C. Notice Required by §13.257, Water Code: “The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.” The real property is described in Paragraph 2 of this contract.
D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

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.

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."

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

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

Seller: ____________________________

By: Realix Development Corporation

By (signature): ____________________________

Printed Name: Rick J. D'Veoe

Title: President

Buyer: ____________________________

By: Zieben Group

By (signature): ____________________________

Printed Name: Lee Zieben

Title: President

By: ____________________________

By (signature): ____________________________

Printed Name: ____________________________

Title: ____________________________

(TAR-1802) 1-1-16
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

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

☐ $ ____________________________, or
☐ ______% of the sales price, or
☐ ______% of the Principal Broker's fee.

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

Principal Broker: ________________________________

Cooperating Broker: ________________________________

By: ____________________________________________

By: ____________________________________________

ATTORNEYS

Seller's attorney: ________________________________

Buyer's attorney: ________________________________

Address: ______________________________________

Address: ______________________________________

Phone & Fax: ________________________________

Phone & Fax: ________________________________

E-mail: ______________________________________

E-mail: ______________________________________

Seller's attorney requests copies of documents, notices, and other information:
☐ 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:
☐ A. the contract on this day ___________ (effective date);
☐ B. earnest money in the amount of $__________ in the form of __________________ on __________________.

Title company: ________________________________

Address: 5900 Shepherd Mountain Cove

Field 2, Site 200 Rest. W. 78730

By: ______________________________________

Phone & Fax: 512-279-7273, 512-767-3650

Assigned file number (GF#): 2001389.com

E-mail: dahmels@independencetx.com
COMMITMENT FOR TITLE INSURANCE (Form T-7)

Issued by

TITLE RESOURCES GUARANTY COMPANY

We, Title Resources 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.

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.

Title Resources Guaranty Company

By: [Signature]
Executive Vice President

[Signature]
Secretary

An Authorized Signature
COMMITMENT FOR TITLE INSURANCE  T-7

 ISSUED BY

 TITLE RESOURCES GUARANTY COMPANY

 SCHEDULE A

Effective Date: February 13, 2020, 8:00 am       GF No. 2001389-COM

Commitment No. 2001389-COM, issued February 20, 2020

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: $600,000.00
      PROPOSED INSURED: Zieben Group ***See Schedule C for requirements

   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: Zieben Group

   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:
   Realtex Development Corporation, a Texas corporation
4. Legal description of land:
   Being that certain tract of land located in Travis County, Texas stated to contain 8.262 acres, more or less, out of and a part of Lot 1, CRESCENT VILLAGE, SECTION ONE, a subdivision located in both TRAVIS and BASTROP Counties, Texas, according to the map thereof, recorded in Document No. 200200018, Official Public Records, Travis County, Texas, as said 8.262 acres of land being more particularly described by metes and bounds in Exhibit "A" attached to hereto and made a part hereof. Said tract of land lies solely within Travis County, Texas.

   The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.
DESCRIPTION OF AN 8.262 ACRE TRACT LOCATED IN THE JONATHON BURLESON SURVEY, ABSTRACT NO. 2018 IN TRAVIS COUNTY, TEXAS, BEING PART OF LOT 1 (25.002 ACRES), CRESCENT VILLAGE, SECTION ONE, A SUBDIVISION OF RECORD IN CABINET 4, PAGES 54B AND 55A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND DOCUMENT NUMBER 200200018 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 8.262 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found, stamped with RFLS #1753, at the northeast corner of Lot 2 (13.010 acres) of said Crescent Village, Section One, being at an angle point in the southwesterly line of said Lot 1;

TENENCE N58°32'55"W, along the northeasterly line of said Lot 2 and said southwesterly line, a distance of 1160.34 feet to a 1/2-inch iron rod set with plastic cap stamped SAM, Inc. at an angle point therein and the POINT OF BEGINNING of the tract described herein;

TENENCE continuing along said northeasterly and southwesterly lines, the following two (2) courses and distances:

1. S28°57'36"W, a distance of 320.00 feet to a 1/2-inch iron rod set with plastic cap stamped SAM, Inc. at an angle point therein;
2. N59°15'49"W, a distance of 554.32 feet to a 1/2-inch iron rod set with plastic cap stamped SAM, Inc. at the northwest corner of said Lot 2 and the southwest corner of said Lot 1, being in the southeasterly right-of-way line of County Line Road and FM 1100;

TENENCE along said southeasterly right-of-way line and the northwesterly line of said Lot 1, the following three (3) courses and distances:

1. N30°40'28"E, a distance of 268.22 feet to a 1/2-inch iron rod set with plastic cap stamped SAM, Inc.;
2. N54°48'13"E, a distance of 174.03 feet to a 1/2-inch iron rod set with plastic cap stamped SAM, Inc. at a point of curvature therein;
3. Along the Arc of a curve to the right, having a Radius of 914.93 feet, a Delta Angle of 41°05'37"", a Chord distance of 642.23 feet which bears N75°54'29"E, a distance of 656.20 feet to a 1/2-inch iron rod set with plastic cap stamped SAM, Inc. at the northeast corner of said Lot 1 and the northwest corner of a called 7.689 acre tract, as shown on Elgin West Countryside, Section One, Phase One, a subdivision of record in Book 1, Page 178A of the Bastrop County Deed Records of Texas;

TENENCE S28°57'58"W, along the northeasterly line of said Lot 1 and the west line of said 7.689 acre tract, a distance of 274.75 feet to a 1/2-inch iron rod set with plastic cap stamped SAM, Inc. at the southwest corner of said 7.689 acre tract;
THENCE S28°16'25"W, through said Lot 1, a distance of 288.33 to the POINT OF BEGINNING and containing 8.262 acres of land more or less.

Bearing Basis:
Bearings shown hereon are based on part of the northwest line of the subject tract, being also the southeast line of Lot 2, Section One, as recorded in Plat Cabinet 4, Page(s) 54b-55a, Plat Records, Bastrop County, Texas, said line being the plat bearing of N10°47'53"E.

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Guy W. Grisdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during April, 2013 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 31st day of July, 2013 A.D.

SURVEYING AND MAPPING, Inc.
4801 Southwest Parkway,
Building Two, Suite 100
Austin, Texas 78735

Guy W. Grisdale
Registered Professional Land Surveyor
No. 6202 -- State of Texas
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):

   Document No. 200200018 (Plat), Official Public Records, Travis County, Texas.

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

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

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

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

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

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

.1 Any visible and/or apparent unrecorded easement, either public or private, located in, on, over or across the land.

.2 Easement:
   Recorded: Volume 1137, Page 24, Official Public Records, BASTROP County, Texas, as show on survey dated July 31, 2013 prepared by Guy William Grisdale, RPLS No. 6202.
   To: City of Elgin, Texas
   Purpose: water/wastewater pipeline(s)

.3 City of Elgin Ordinances:
   Recorded: Volume 13385, Page 90 and Volume 13388, Page 289, both of the Real Property Records, Travis County, Texas.
   Type: Annexation

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

End of Schedule B.
SCHEDULE C

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

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

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

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

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

5. Requirement is made that a satisfactory release be provided for the following:
   Deed of Trust:
   Recorded: Document No. 2017169119, Official Public Records, Travis County, Texas
   Grantor: Realtex Development Corporation
   Trustee: Nikolaos P. Stavros
   Beneficiary: Stronghill Texas, LLC, a Texas Limited Liability Company
   Amount: $250,000.00
   Dated: 10/20/2017

6. Requirement is made that satisfactory documentation be provided as to the authority, authorization and capacity of the person(s)/entity(ies) executing documents on behalf of Realtex Development Corporation, a Texas corporation.

7. Requirement is made that satisfactory documentation be provided as to the entity type, creation and/or registration of Zieben Group. Upon receipt of such documentation, additional exceptions and/or requirements may be made.

8. Company requires current titleholders to execute a satisfactory closing affidavit confirming what encumbrances on the property to be insured are known to the current titleholder as of the date of closing.

9. Company requests that it be furnished with a properly executed waiver of inspection signed by the proposed insured owner; in the event the proposed insured owner declines to execute such waiver, additional exceptions and/or requirements may be made.
10. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier's checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.

11. ARBITRATION: The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the Insured or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}

Countersigned

Independence Title

By: Authorized Signatory
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 2001389-COM Effective Date: February 13, 2020, 8:00 am

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

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

   Title Resources Guaranty Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

   **Shareholders:**
   
   Title Resource Group LLC.

   **Directors:**
   
   Donald J. Casey; Michael P. Gozdan; Sriram Someshwara; J. Scott McCall; Thomas N. Rispoli; Donald W. Evans, Jr.; Marilyn J. Wasser

   **Officers:**
   
   J. Scott McCall-President/CEO, E. Paul McNutt, Jr-EVP, Jason Bragg-SVP; Michael P. Gozdan- Secretary, Charlotte C. Simonelli -Treasurer

2. The following disclosures are made by the Title Insurance Agent Secured Land Transfers, LLC dba Independence Title issuing this commitment:

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

   **TRG Maryland Holdings LLC**

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

   **Title Resource Group LLC**

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

   Scott Storck, President; Donald J. Casey, Chief Executive Officer; Sriram Someshwara, Senior Vice President and Chief Financial Officer; Michael P. Gozdan, Senior Vice President and Secretary; Marilyn J. Wasser, Executive Vice President and Assistant Secretary; Donald W. Evans, Jr., Senior Vice President; Robert Fitzpatrick, Senior Vice President; Lynette K. Gladis, Senior Vice President and Assistant Secretary; Timothy B. Gustavson, Senior Vice President; Deborah Higgins, Senior Vice President; Thomas N. Rispoli, Senior Vice President and Assistant Secretary; Seth I. Truitt, Senior Vice President and Assistant Secretary; Walter Patrick Mullen, Senior Vice President; Brian Alan Pitman, Vice President; Jay Fitzgerald, Vice President.

   (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive is disclosed in paragraph 3.

   (e) For purposes of this paragraph 2, “having, owning, or controlling” includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

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

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

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title 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
INDEPENDENCE TITLE COMPANY

PRIVACY NOTICE

You have chosen to do business with Independence Title Company and we are obligated to honor the relationship with great care, beginning with the confidential information that may come into our possession during the course of your transaction with us. We believe that your privacy should not be compromised and are committed to maintaining the confidentiality of that information.

You can be assured that we are respecting your privacy and safeguarding your "nonpublic personal information". Nonpublic personal information is information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from Public sources, such as telephone directories or government records.

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

- Information we receive from you on applications or other forms
- Information about your transaction with us
- Information about your transactions with nonaffiliated third parties
- Information we receive from a consumer-reporting agency

We respect the privacy of our customers, and we will not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

We will not disclose nonpublic personal information about our customers or former customers to nonaffiliated third parties, except as permitted by law.

Independence Title Company recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. Customers who have any questions about this Privacy Policy or have any questions about the privacy of their customer information should call Independence Title Company at (512) 454-4500.
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

Your Commitment 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 insure certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-628-8018 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 1-800-252-3438.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

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

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

To obtain information or make a complaint:

2 You may contact your Title Resources Guaranty Company at 1-800-526-8018.

3 You may call Title Resources Guaranty Company is toll-free telephone number for information or to make a complaint at:

1-800-526-8018

4 You may also write to
Title Resources Guaranty Company at:
8111 LBJ Freeway, Suite 1200
Dallas, TX, 75251

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con su
Title Resources Guaranty Company al
1-800-526-8018.

Usted puede llamar al número de teléfono gratis de
Title Resources Guaranty Company para
obtener información o para someter una queja al:

1-800-526-8018

Usted también puede escribir a
Title Resources Guaranty Company al:
8111 LBJ Freeway, Suite 1200
Dallas, TX, 75251

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.
TAB 13
MULTIPLE SITE INFORMATION FORM
N/A
Multiple Site Information Form

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

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

<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>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

<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:

<table>
<thead>
<tr>
<th>Contract includes more than one tract/lot. Address, legal description, and acreage are below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Address</td>
</tr>
<tr>
<td>b. Address</td>
</tr>
<tr>
<td>c. Address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes above, describe relationship:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Only list if owner has owned &lt;36 mos.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Only list if owner has owned &lt;36 mos.</td>
</tr>
</tbody>
</table>

<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>

<table>
<thead>
<tr>
<th>Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

If yes above, describe relationship:

<table>
<thead>
<tr>
<th>Contract includes more than one tract/lot. Address, legal description, and acreage are below.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Address</td>
</tr>
<tr>
<td>b. Address</td>
</tr>
<tr>
<td>c. Address</td>
</tr>
</tbody>
</table>

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

× Elected officials **were identified in the Pre-Application**, and there have been no changes.
   (If box above is checked, the rest of the form may be left **BLANK**.)

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

☐ **No Pre-Application was submitted**.

Please identify all elected officials which represent the Development Site.

**US Representative**

<table>
<thead>
<tr>
<th>District Name</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**State Senator**

<table>
<thead>
<tr>
<th>District Name</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**State Representative**

<table>
<thead>
<tr>
<th>District Name</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

**Support Letter**

<table>
<thead>
<tr>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**City Mayor**

<table>
<thead>
<tr>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**School Superintendent**

<table>
<thead>
<tr>
<th>District Name</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Presiding officer of Board of Trustees**

<table>
<thead>
<tr>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

2/27/2020
Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, the rest of the form may be left BLANK)

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

No Pre-Application was submitted.

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

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

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

<table>
<thead>
<tr>
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<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax or Email</td>
<td></td>
</tr>
</tbody>
</table>

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

Organizations were identified in the Pre-Application, and there have been no changes.
TAB 16
CERTIFICATION OF
NOTIFICATIONS
(ALL PROGRAMS)
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

Part 1. [X] Notifications made at Pre-Application (Competitive HTC only):

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

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

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

Notifications made at Application:

☐ No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.

☐ One or more entities described changed between the submission of the pre-application and the Application, and I (We) certify that the new entity was notified as required by 10 TAC §11.203.

☐ As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content:

[X] I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date the complete Application is submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

[X] I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

[X] I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

[X] I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

[X] 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):

[X] 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

Signature of Applicant/Development Owner

Lee Zieben
Printed Name

Texas
Notary Public, State of

Harris
County of

Date
2/28/20
My Commission expires
12/31/21

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 28th day of February, 2020

Charisse Harris
Notary Public Signature

2/28/2020
TAB 17

DEVELOPMENT

NARRATIVE
Development Narrative

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

- New Construction

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

and/or:

Previous TDHCA #

If applicable

If Acquisition/Rehab or Rehab, original construction year:

If Reconstruction, Units Demolished

Units Reconstructed

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

2. The Target Population will be:

- Elderly

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

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

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

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

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

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

Certification for Supportive Housing Applications

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

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

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

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

  Describe:

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

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

2/28/2020
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:  

2/28/2020
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.

The Enchanted Gardens is a proposed 64 unit new construction multifamily senior community serving adults 55 and older. The development will be comprised of 32 one bedrooms and 32 two bedroom units that will be energy efficient and meet the criteria to achieve an Energy Star rating for multifamily. The project will include green building features such as low flow toilets and faucets, energy efficient windows, energy efficient appliances, low VOC paints and adhesives, eco-friendly landscaping. All apartment homes will have faux wood floors, some carpet in bedrooms, granite countertops, full size washer dryer connections, walk-in closets with built in shelving, and energy efficient ceiling fans in the living and bedroom areas. There will be cable, phone and internet connections in the living room and each bedroom. The property will feature an array of common area amenities such as a resort style pool, fitness center, an upscale business center and library where the residents will have use of computers and Wi-Fi, community room with kitchen, and plenty of parking.

5. Funding Request:

Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></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>At-Risk</td>
<td>Select NOFA</td>
</tr>
<tr>
<td>Nonprofit</td>
<td>Select Set-Aside</td>
</tr>
<tr>
<td>USDA</td>
<td></td>
</tr>
</tbody>
</table>

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

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

7. Previously Awarded State and Federal Funding

Has this site/activity previously applied for TDHCA funds? No
Has this site/activity previously received TDHCA funds? No
If "Yes" Enter Project Number: and TDHCA funding source: 
Has this site/activity previously received non-TDHCA federal funding? No
If yes, source:  
Will this site/activity receive non-TDHCA federal funding for costs described in this Application?  

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

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

   **If a revised form is submitted, date of submission:**
TAB 18

DEVELOPMENT ACTIVITIES PART I
1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

   # of Units must qualify for Points

   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:

        | Bedroom Size | 0 | 1 | 2 | 3 | 4 |
        |--------------|---|---|---|---|---|
        | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |

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

   B. **Unit Requirements (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**
      - Application is a Tax Exempt Bond Development and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).
      - Application is requesting Direct Loan and not concurrently layered with Housing Tax Credits and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

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

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

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

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

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

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

   **Yes**

   All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

   and

   Development 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.

   **Yes**

   Regardless of building type, ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).
Development Activities II

1. Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]

- Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below: (6 points)
  - Points claimed: 6

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- 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)
  - Points claimed: 9

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

2. Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5) and (6)]

- At least 20 percent of all low-income Units at 30% or less of AMGI* (0 points)
- 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* (0 points)
- At least 5 percent of all low-income Units at 30% or less of AMGI* (0 points)

- In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI. * Applicants electing to restrict units at 30% AMGI for Competitive HTC or income averaging purposes may not count those same units for scoring points under §13.6(5). However, units restricted to ≥40% AMGI for HTC purposes that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will appear on the MFDL Self Score tab.

3. Subsidy Per Unit (Direct Loan Applications only) [10 TAC §13.6(4)]

- Direct Loan Request/ Direct Loan or NHTF Units ≤ 60,000 (0 points)
- Direct Loan Request/ Direct Loan or NHTF Units = 60,001 - 80,000 (0 points)
- Direct Loan Request/ Direct Loan or NHTF Units = 80,001 - 100,000 (0 points)

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.

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

*30% boost Units and 30% Units used for other scoring items must not be included in the units needed to achieve the Application’s scoring elections here.

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively. COMPLETE THIS SECTION! CHECK YOUR MATH!

A. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA, and
   - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) 0
   - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) 0

B. Development located in all other areas.
   - Development is Supportive Housing proposed by a Qualified Nonprofit (16 points) 0
   - Development is NOT Supportive Housing proposed by a Qualified Nonprofit (up to 15 pts) 15

OR (DO NOT COMPLETE BOTH)
1. Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA

- The Average Income for the proposed Development will be 54% or lower (15 points).
- The Average Income for the proposed Development will be 55% or lower (13 points).
- The Average Income for the proposed Development will be 56% or lower (11 points).

OR

2. 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).

<table>
<thead>
<tr>
<th>Application is seeking points for Income Levels of Residents.</th>
<th>Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]</td>
<td>15 points</td>
</tr>
<tr>
<td>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:</td>
<td></td>
</tr>
<tr>
<td>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)</td>
<td>0 points</td>
</tr>
<tr>
<td>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)</td>
<td>0 points</td>
</tr>
<tr>
<td>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)</td>
<td>11 points</td>
</tr>
<tr>
<td>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)</td>
<td>0 points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application is seeking points for Rent Levels of Residents.</th>
<th>Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Resident Services (Competitive HTC Applications and Direct Loan Applications ) [§11.9(c)(3) and §13.6(2)]</td>
<td>11 points</td>
</tr>
<tr>
<td>Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development’s LURA.</td>
<td>10 points</td>
</tr>
<tr>
<td>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.</td>
<td>1 point</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application is seeking points for Resident Services.</th>
<th>Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Residents with Special Housing Needs (Competitive HTC Applications only) [§11.9(c)(6)]</td>
<td>11 points</td>
</tr>
<tr>
<td>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)</td>
<td>2 points</td>
</tr>
<tr>
<td>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)</td>
<td>1 point</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application is seeking points for Residents with Special Housing Needs.</th>
<th>Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>3 points</td>
</tr>
<tr>
<td>Development is requesting Pre-Application Points.</td>
<td>6 points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application is seeking points for Extended Affordability.</th>
<th>Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>9. Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>4 points</td>
</tr>
<tr>
<td>Development will maintain a 35 year Affordability Period.</td>
<td>0 points</td>
</tr>
<tr>
<td>Development will maintain a 40 year Affordability Period.</td>
<td>0 points</td>
</tr>
<tr>
<td>Development will maintain a 45 year Affordability Period.</td>
<td>4 points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application requests points for Historic Preservation.</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>10. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td></td>
</tr>
</tbody>
</table>
1. Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.

2. 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.

3. 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.

4. Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.

5. At least 75% of the residential units will be within the Certified Historic Structure.

6. Attached behind this tab are the THC letter and other documentation described above.

7. Application is eligible for five (5) points.

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

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

   Grade: 1

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

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

   Grade: 1
TAB 20
EXISTING DEVELOPMENT
INFORMATION
N/A
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 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)
   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)

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

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

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

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

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

2. Existing Development Assistance

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

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 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?
Are all the buildings currently under control by the Development Owner? [ ]

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

When will the remaining buildings be under control? [ ]

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

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

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

2. Building(s) acquired or to be acquired with Buyer’s Basis:

   [ ] Determined with reference to Seller’s Basis
   [ ] Not Determined with reference to Seller’s Basis

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

<table>
<thead>
<tr>
<th>Building Address(e)</th>
<th>Years between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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

   Development constructed before January 1, 1978 [ ]
   If yes, check each of the following that applies [24 CFR 35.115]:
   [ ] Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.
   [ ] The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.
   [ ] Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.
   [ ] An inspection performed according to HUD standards found the property contained no lead-based paint.
   [ ] According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.
   [ ] The rehabilitation will not disturb any painted surface.
   [ ] The property has no bedrooms.
   [ ] The property is currently vacant and will remain vacant until demolition.
TAB 21

OCCUPIED DEVELOPMENT

N/A
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;
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process.

Uniform Relocation Act (URA)

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: https://www.tdhca.state.tx.us/program-services/ura/relocation.htm
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency.
- 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).
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.

Check all that apply:
- [ ] The activity involves demolition of existing occupied structures.
- [ ] The activity involves conversion of occupied rental property occupied by any tenant.

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).

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](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 will all parts of the plan as they apply to this Application.

[Signature of Applicant] [Printed Name] [Date]
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
PARKING CALCULATIONS:
64 UNITS @ 1.5 PER UNIT = 96
TOTAL PARKING PROVIDED 128
COVERED SPACES PROVIDED 32
HC PARKING REQUIRED 6
HC PARKING PROVIDED 9
VAN ACCESSIBLE PROVIDED 2

BUILDING MATRIX:

<table>
<thead>
<tr>
<th>TYPE</th>
<th># STORIES</th>
<th># / TYPE UNITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>4 A, 4 B</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>2 3 A, 1 A-HC, 4 B</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>2 4 A, 3 B, 1 B-HC</td>
</tr>
</tbody>
</table>

UNIT MATRIX:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>BR/BA</th>
<th>#</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1/1</td>
<td>30</td>
<td>748 SQ. FT.</td>
</tr>
<tr>
<td>A-HC</td>
<td>1/1</td>
<td>2</td>
<td>751 SQ. FT.</td>
</tr>
<tr>
<td>B</td>
<td>2/2</td>
<td>30</td>
<td>1,076 SQ. FT.</td>
</tr>
<tr>
<td>B-HC</td>
<td>2/2</td>
<td>2</td>
<td>1,076 SQ. FT.</td>
</tr>
</tbody>
</table>

BUILDING COMMON AREAS:

CLUBHOUSE 3,393 SQ. FT.
GROSS AREA: 8,674 SQ. FT.
PATIOS: 1,060 SQ. FT.
STORAGE ROOMS: 140 SQ. FT.
MECH. SPACES: 68 SQ. FT.
FIRE RISER CLOSET: 32 SQ. FT.
AIR GAPS: 78 SQ. FT.
GROSS AREA: 8,674 SQ. FT.
PATIOS: 1,060 SQ. FT.
STORAGE ROOMS: 140 SQ. FT.
MECH. SPACES: 70 SQ. FT.
FIRE RISER CLOSET: 32 SQ. FT.
AIR GAPS: 76 SQ. FT.
TAB 23
SPECIFICATIONS & BUILDING/UNIT CONFIGURATION
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should 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)

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>BRO</th>
<th>Transitional (per §42(j)(3)(B))</th>
<th>Duplex</th>
<th>Scattered Site</th>
<th>Fourplex</th>
<th>X &gt; 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development will have:</td>
<td>Fire Sprinklers</td>
<td>Elevators</td>
<td>0</td>
<td>0</td>
<td># of Elevators</td>
<td>Wt. Capacity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Parking Spaces(consistent with Architectural Drawings):</td>
<td>Free</td>
<td>Paid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architectural Drawings:</td>
<td>128</td>
<td>Shed or Flat Roof Carport Spaces</td>
<td>32</td>
<td>Detached Garage Spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Attached Garage Spaces</td>
<td></td>
<td>Uncovered Spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>Ceiling Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Ceramic Tile</td>
<td>Upper Floor(s) Ceiling Height (Townhome Only)</td>
</tr>
<tr>
<td>% Other</td>
<td>Describe:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Buildings</td>
<td>8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq. Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>1</td>
<td>748</td>
<td>4</td>
<td>30</td>
<td>21,440</td>
</tr>
<tr>
<td>A-HC</td>
<td>1</td>
<td>1</td>
<td>751</td>
<td>0</td>
<td>2</td>
<td>1,502</td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>2</td>
<td>1,076</td>
<td>4</td>
<td>30</td>
<td>32,280</td>
</tr>
<tr>
<td>B-HC</td>
<td>2</td>
<td>2</td>
<td>1,076</td>
<td>0</td>
<td>2</td>
<td>2,152</td>
</tr>
</tbody>
</table>

#### Totals

| | 32 | 16 | 16 | 64 | 58,374 |

If a revised form is submitted, date of submission: 

Net Rentable Square Footage from Rent Schedule: 58,374

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

<table>
<thead>
<tr>
<th>Enter Total Development Common Area as specified on Architect Certification:</th>
<th>Note that in order to qualify for points under 10 TAC §11.9(e)(2), at least 50 square feet of each 75 square of Common Area claimed must be conditioned space.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure that this number matches your architectural drawings.</td>
<td></td>
</tr>
<tr>
<td>The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:</td>
<td>58,374</td>
</tr>
<tr>
<td>The lesser of these two numbers added to NRA:</td>
<td></td>
</tr>
</tbody>
</table>

Use this number to figure points under 11.9(e)(2)

2/28/2020
# Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>64</td>
<td>5%</td>
<td>3.2</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (748 &amp; 751 SQF)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (1076 SQFT)</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>64</td>
<td>3.2</td>
<td>3.2</td>
<td>4</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>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></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</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]
Printed Name: Donald B. Smith
Firm Name (If applicable): Northland Design Assoc. Inc.
Date: 02/28/2020

2/28/2020
**Accessible Hearing/Visual Units Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>64</td>
<td>2%</td>
<td>1.28</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1 (748 &amp; 751 SQ)</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1076 SQFT)</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>64</td>
<td>2%</td>
<td>1.28</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></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: __________________________

Date: _______________________________

Printed Name: _______________________

Firm Name (If applicable): ____________

2/28/2020
# Accessible Parking for Residential Units

Enter the information indicated below.

| Total dwelling Units in the Development: | 96 |
| Total surface parking spaces (including non-residential): | 128 |
| Total carports (including non-residential): | 32 |
| Total garages (including non-residential): | 0 |

Total parking spaces of all types:

| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): | 160 |
| Total of all types of parking spaces that serve dwelling units: | 1 |
| APSs for mobility accessible units (5% of unit count, if spaces are sufficient): | 159 |
| Parking spaces that serve dwelling units in excess of one per unit (if applicable): | 5 |
| APSs required in excess of one per mobility accessible unit: | 63 |
| Calculated from above: | 2 |
| Calculated from above: | 8 |

## Distribution of APSs Among the Various Types of Parking

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

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

| Minimum number of surface parking spaces that must be APSs: | 6 |

Minimum number of carports that must be APSs:

| Minimum number of carports that must be APSs: | 2 |

Number of garages that must be APSs:

| Number of garages that must be APSs: | 0 |

## APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces:

| Total Van APSs required, including all types of spaces: | 2 |

Minimum number of surface parking spaces that must be van APSs:

| Minimum number of surface parking spaces that must be van APSs: | 1 |

Minimum number of carports that must be van APSs:

| Minimum number of carports that must be van APSs: | 1 |

Minimum number of garages that must be van APSs:

| Minimum number of garages that must be van APSs: | 0 |

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature**

**Printed Name**

**Date:**

**Firm Name (if applicable)**

2/28/2020
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>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>2</td>
<td>1</td>
<td>1</td>
<td>748</td>
<td>1,496</td>
<td>53</td>
<td>479</td>
<td>958</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>748</td>
<td>2,992</td>
<td>1,065</td>
<td>53</td>
<td>834</td>
<td>3,336</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>751</td>
<td>1,502</td>
<td>1,065</td>
<td>53</td>
<td>1,012</td>
<td>2,024</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12</td>
<td>1</td>
<td>1</td>
<td>748</td>
<td>8,976</td>
<td>1,065</td>
<td>53</td>
<td>1,012</td>
<td>12,144</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12</td>
<td>1</td>
<td>1</td>
<td>748</td>
<td>8,976</td>
<td>1,095</td>
<td>0</td>
<td>1,095</td>
<td>13,140</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1076</td>
<td>2,152</td>
<td>1,065</td>
<td>68</td>
<td>571</td>
<td>1,142</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>1076</td>
<td>4,304</td>
<td>1,065</td>
<td>68</td>
<td>997</td>
<td>3,988</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14</td>
<td>2</td>
<td>2</td>
<td>1076</td>
<td>15,064</td>
<td>1,278</td>
<td>68</td>
<td>1,210</td>
<td>16,940</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12</td>
<td>2</td>
<td>2</td>
<td>1076</td>
<td>12,912</td>
<td>1,295</td>
<td>0</td>
<td>1,295</td>
<td>15,540</td>
</tr>
</tbody>
</table>

**Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):**

- Deposits Forfeitures, Misc. $960
- 32 Carpets $1,120

**Total: $65,945**

- Provision for Vacancy & Collection Loss
  - % of Potential Gross Income: 7.50% (5,347)

- Rental Concessions (enter as a negative number)
  - Enter as a negative value

**Potential Gross Monthly Income**

- $71,292

**Effective Gross Monthly Income**

- $65,945

**Effective Gross Annual Income**

- $791,341

If a revised form is submitted, date of submission: [ ]

[ ]

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

- TC 30%
- TC 50%
- TC 60%
- MR
- TC 30%
- TC 50%
- TC 60%
- MR

**Non Rental Income**

- $15.00 per unit/month for: Deposits Forfeitures, Misc.
- $17.50 per unit/month for: 32 Carpets

**Total Nonrental Income** $32,500

**TOTAL NONRENTAL INCOME** $32,500

**Potential Gross Monthly Income** $71,292

**Effective Gross Monthly Income** $65,945

**Effective Gross Annual Income** $791,341

155989.075

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

#### HOUSING

| TC20% | % of Li | % of Total | 0 |
| TC30% | 10%     | 6%         | 4 |
| TC40% | 0       | 0          | 0 |
| TC50% | 20%     | 13%        | 8 |
| TC60% | 70%     | 44%        | 28 |
| MRB20%| 0       | 0          | 0 |
| MRB30%| 0       | 0          | 0 |
| MRB40%| 0       | 0          | 0 |
| MRB50%| 0       | 0          | 0 |
| MRB60%| 0       | 0          | 0 |
| MRB70%| 0       | 0          | 0 |
| MRB80%| 0       | 0          | 0 |

#### TAX CREDITS

| HTC Li Total | 48 |
| EO | 0 |
| MR | 60% | 38% | 24 |
| MR Total | 38% | 24 |

Total HTC Units: 64

#### DIRECT LOAN (NHTF)

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

#### MORTGAGE REVENUE

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

#### BOND

| MRB Li Total | 0 |
| MRBM | 0 |
| MRBM Total | 0 |
| MRB Total | 0 |

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

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

Direct Loan Total: 0

### BEDROOMS

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>32</td>
<td>32</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</table>

#### OTHER

| Total OT Units | 0 |

### ACQUISITION + HARD

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th>$123.65</th>
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### HARD

<table>
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### BUILDING

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<th>Cost Per Sq Ft</th>
<th>$81.90</th>
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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.
### Utility Allowances [§10.614]

Applicant must attach documentation to this form to support the “Utility Allowance” estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter’s insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td>$ 8</td>
<td>$ 10</td>
<td></td>
<td></td>
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<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$ 3</td>
<td>$ 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$ 15</td>
<td>$ 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td>$ 15</td>
<td>$ 20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$ 12</td>
<td>$ 14</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td>$ 40</td>
<td>$ 48</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td>$ 32</td>
<td>$ 40</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$ -</td>
<td>$ 53.0</td>
<td>$ 68.0</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

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

### Utility Allowance Schedule Report

**Section 8**

**Description:** Section 8 Multi Family (Apartment, Multi Units)

**Effective Date:** 6/14/2018

<table>
<thead>
<tr>
<th>Heating</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
<th>6+ Br</th>
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</thead>
<tbody>
<tr>
<td>Natural Gas</td>
<td>$4.00</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Bottle Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Electric</strong></td>
<td><strong>$8.00</strong></td>
<td><strong>$10.00</strong></td>
<td></td>
<td><strong>$12.00</strong></td>
<td></td>
<td><strong>$15.00</strong></td>
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<tr>
<td>Coal or Other</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
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<table>
<thead>
<tr>
<th>Cooking</th>
<th></th>
<th></th>
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</thead>
<tbody>
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<td>Natural Gas</td>
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<tr>
<td>Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Electric</strong></td>
<td><strong>$3.00</strong></td>
<td><strong>$4.00</strong></td>
<td></td>
<td><strong>$5.00</strong></td>
<td></td>
<td><strong>$6.00</strong></td>
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</tr>
<tr>
<td>Coal or Other</td>
<td></td>
<td></td>
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<td></td>
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<table>
<thead>
<tr>
<th>Water Heating</th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Natural Gas</td>
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<td></td>
<td><strong>$9.00</strong></td>
<td></td>
<td><strong>$11.00</strong></td>
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<tr>
<td>Bottle Gas</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Electric</strong></td>
<td><strong>$12.00</strong></td>
<td><strong>$14.00</strong></td>
<td></td>
<td><strong>$17.00</strong></td>
<td></td>
<td><strong>$20.00</strong></td>
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<tr>
<td>Coal or Other</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Other Electric</th>
<th></th>
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<th></th>
<th></th>
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<tbody>
<tr>
<td><strong>$15.00</strong></td>
<td><strong>$20.00</strong></td>
<td></td>
<td><strong>$26.00</strong></td>
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<td><strong>$32.00</strong></td>
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<tr>
<td>Water</td>
<td>$40.00</td>
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</tr>
<tr>
<td>Sewer</td>
<td>$32.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
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<td></td>
<td></td>
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<tr>
<td><strong>Air Conditioning</strong></td>
<td><strong>$15.00</strong></td>
<td><strong>$20.00</strong></td>
<td></td>
<td><strong>$23.00</strong></td>
<td></td>
<td><strong>$29.00</strong></td>
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</tr>
<tr>
<td>Refrigerator</td>
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</tr>
<tr>
<td>Range Microwave</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cpoint Energy Charge</td>
<td>$19.00</td>
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</tbody>
</table>

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[Image: Diagram with handwritten annotations]
TAB 26
ANNUAL OPERATING EXPENSES
<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$ 9,000</td>
<td></td>
</tr>
<tr>
<td>Advertising</td>
<td>$ 3,600</td>
<td></td>
</tr>
<tr>
<td>Legal fees</td>
<td>$ 2,500</td>
<td></td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$ 8,000</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>$ 4,400</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>$ 500</td>
<td></td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses</td>
<td>$ 28,000</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Management Fee</th>
<th>Percent of Effective Gross Income</th>
<th>$ 39,567</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$ 42,000</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 32,000</td>
<td></td>
</tr>
<tr>
<td>Other Health Benefits, FICA</td>
<td>$ 10,000</td>
<td></td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$ 84,000</td>
<td></td>
</tr>
</tbody>
</table>

| Repairs & Maintenance                     |                      |                      |
| Elevator                                  | $ 0                  |                      |
| Exterminating                             | $ 2,000              |                      |
| Grounds                                   | $ 16,000             |                      |
| Make-ready                                | $ 6,000              |                      |
| Repairs                                   | $ 6,000              |                      |
| Pool                                      | $ 2,400              |                      |
| Other Maintenance Supplies                | $ 8,000              |                      |
| Total Repairs & Maintenance:              | $ 40,400             |                      |

| Utilities (Enter Only Property Paid Expense) |                      |
| Electric                                   | TDHCA Expense Chart $ 12,000 |
| Natural gas                                | TDHCA Expense Chart $ 0   |
| Trash                                      | TDHCA Expense Chart $ 8,000 |
| Water/Sewer                                | TDHCA Expense Chart $ 56,000 |
| Other                                      | describe $              |
| Total Utilities:                           | $ 76,000              |                      |

| Property Taxes:                           | Rate per net rentable square foot: $ 0.41 | $ 24,000             |
| Annual Property Taxes                     | $ 48,000                          |                      |
| Payments in Lieu of Taxes                 | $                                |                      |
| Total Property Taxes                      | $ 48,000                          |                      |

| Reserve for Replacements                  | Annual reserves per unit: $ 250 | $ 16,000             |
| Other Expenses                            | $ 250                            |                      |

| Total Other Expenses                      | $ 7,600                          |                      |

<table>
<thead>
<tr>
<th>TOTAL ANNUAL EXPENSES</th>
<th>Expense per unit: $ 5681</th>
<th>$ 363,567</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Permanent P&amp;I</td>
<td>$ 371,355</td>
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</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Annual Debt Service</td>
<td>Debt Coverage Ratio: 1.15</td>
<td>$ 371,355</td>
</tr>
</tbody>
</table>

| NET CASH FLOW                             | $ 56,419                         |                      |

If a revised form is submitted, date of submission: 

2/28/2020
### INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$830,544</td>
<td>$24,960</td>
<td>($64,163)</td>
<td>$791,341</td>
</tr>
<tr>
<td>2</td>
<td>$847,155</td>
<td>$25,459</td>
<td>($65,446)</td>
<td>$807,168</td>
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<tr>
<td>3</td>
<td>$864,098</td>
<td>$25,968</td>
<td>($66,755)</td>
<td>$823,311</td>
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<tr>
<td>4</td>
<td>$881,380</td>
<td>$26,488</td>
<td>($68,090)</td>
<td>$839,778</td>
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<tr>
<td>5</td>
<td>$899,008</td>
<td>$27,018</td>
<td>($69,452)</td>
<td>$856,573</td>
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<tr>
<td>10</td>
<td>$992,577</td>
<td>$29,830</td>
<td>($76,680)</td>
<td>$945,726</td>
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<tr>
<td>15</td>
<td>$1,095,885</td>
<td>$32,934</td>
<td>($84,661)</td>
<td>$1,044,158</td>
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### EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$28,000</td>
<td>$28,840</td>
<td>$29,705</td>
<td>$30,596</td>
<td>$31,514</td>
<td>$36,534</td>
<td>$42,353</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$39,567</td>
<td>$40,358</td>
<td>$41,166</td>
<td>$41,989</td>
<td>$42,829</td>
<td>$47,286</td>
<td>$52,208</td>
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<tr>
<td>Payroll &amp; Benefits</td>
<td>$84,000</td>
<td>$86,520</td>
<td>$89,116</td>
<td>$91,789</td>
<td>$94,543</td>
<td>$109,601</td>
<td>$127,058</td>
</tr>
<tr>
<td>Property Taxes</td>
<td>$40,400</td>
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<td>$42,860</td>
<td>$44,146</td>
<td>$45,471</td>
<td>$52,713</td>
<td>$61,109</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$12,000</td>
<td>$12,360</td>
<td>$12,731</td>
<td>$13,113</td>
<td>$13,506</td>
<td>$15,657</td>
<td>$18,151</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$64,000</td>
<td>$65,920</td>
<td>$67,898</td>
<td>$69,352</td>
<td>$72,033</td>
<td>$83,505</td>
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<td>Annual Property Insurance Premiums</td>
<td>$24,000</td>
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<td>Reserve for Replacements</td>
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<td>$18,008</td>
<td>$20,876</td>
<td>$24,201</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$7,600</td>
<td>$7,828</td>
<td>$8,063</td>
<td>$8,305</td>
<td>$8,554</td>
<td>$9,116</td>
<td>$11,496</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$363,567</td>
<td>$374,078</td>
<td>$384,897</td>
<td>$396,032</td>
<td>$407,494</td>
<td>$470,033</td>
<td>$542,287</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$427,774</td>
<td>$433,090</td>
<td>$438,414</td>
<td>$443,745</td>
<td>$449,080</td>
<td>$475,693</td>
<td>$501,871</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Description</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$56,615</td>
<td>$61,931</td>
<td>$67,255</td>
<td>$72,586</td>
<td>$77,921</td>
<td>$104,534</td>
<td>$130,712</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$56,615</td>
<td>$61,931</td>
<td>$67,255</td>
<td>$72,586</td>
<td>$77,921</td>
<td>$104,534</td>
<td>$130,712</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$56,615</td>
<td>$118,546</td>
<td>$185,801</td>
<td>$258,387</td>
<td>$336,308</td>
<td>$792,445</td>
<td>$1,380,560</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.15</td>
<td>1.17</td>
<td>1.18</td>
<td>1.20</td>
<td>1.21</td>
<td>1.28</td>
<td>1.35</td>
</tr>
<tr>
<td>Developer Fee Balance</td>
<td>$311,566</td>
<td>$254,951</td>
<td>$193,020</td>
<td>$125,765</td>
<td>$53,179</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td>254,951</td>
<td>193,020</td>
<td>125,765</td>
<td>53,179</td>
<td>0</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)

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

**Signature, Authorized Representative, Syndicator**

Printed Name  
Phone:  
Email:  
Date: 

If a revised form is submitted, date of submission:  

2/27/2020
# 15 Year Rental Housing Operating Pro Forma (All Programs)

A 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>
<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>TENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$830,544</td>
<td>$847,155</td>
<td>$864,098</td>
<td>$881,380</td>
<td>$899,008</td>
<td>$992,577</td>
<td>$1,095,885</td>
</tr>
<tr>
<td>condary Income</td>
<td>$24,960</td>
<td>$25,459</td>
<td>$25,968</td>
<td>$26,488</td>
<td>$27,018</td>
<td>$28,280</td>
<td>$29,320</td>
</tr>
<tr>
<td>TENTIAL GROSS ANNUAL INCOME</td>
<td>$855,504</td>
<td>$872,614</td>
<td>$890,066</td>
<td>$907,868</td>
<td>$926,025</td>
<td>$1,022,406</td>
<td>$1,128,819</td>
</tr>
<tr>
<td>vision for Vacancy &amp; Collection Loss</td>
<td>($64,163)</td>
<td>($65,446)</td>
<td>($66,755)</td>
<td>($68,090)</td>
<td>($69,452)</td>
<td>($76,680)</td>
<td>($84,661)</td>
</tr>
<tr>
<td>ntal Concessions</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FECTIVE GROSS ANNUAL INCOME</td>
<td>$791,341</td>
<td>$807,168</td>
<td>$823,311</td>
<td>$839,778</td>
<td>$856,573</td>
<td>$945,726</td>
<td>$1,044,158</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>neral &amp; Administrative Expenses</td>
<td>$28,000</td>
</tr>
<tr>
<td>ingagement Fee</td>
<td>$39,567</td>
</tr>
<tr>
<td>rol, Payroll Tax &amp; Employee Benefits</td>
<td>$84,000</td>
</tr>
<tr>
<td>pairs &amp; Maintenance</td>
<td>$40,400</td>
</tr>
<tr>
<td>tric &amp; Gas Utilities</td>
<td>$12,000</td>
</tr>
<tr>
<td>ter, Sewer &amp; Trash Utilities</td>
<td>$64,000</td>
</tr>
<tr>
<td>ernational Property Insurance Premiums</td>
<td>$24,000</td>
</tr>
<tr>
<td>ecurity Tax</td>
<td>$48,000</td>
</tr>
<tr>
<td>serve for Replacements</td>
<td>$16,000</td>
</tr>
<tr>
<td>her Expenses</td>
<td>7,600</td>
</tr>
<tr>
<td>AL ANNUAL EXPENSES</td>
<td>$363,657</td>
</tr>
<tr>
<td>T OPERATING INCOME</td>
<td>$427,774</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>th Deed of Trust Annual Loan Payment</td>
<td>$371,159</td>
</tr>
<tr>
<td>nd Deed of Trust Annual Loan Payment</td>
<td>0</td>
</tr>
<tr>
<td>rd Deed of Trust Annual Loan Payment</td>
<td>0</td>
</tr>
<tr>
<td>her Annual Required Payment</td>
<td>0</td>
</tr>
<tr>
<td>her Annual Required Payment</td>
<td>0</td>
</tr>
<tr>
<td>INUAL NET CASH FLOW</td>
<td>$56,615</td>
</tr>
<tr>
<td>MULATIVE NET CASH FLOW</td>
<td>$56,615</td>
</tr>
<tr>
<td>De Coverage Ratio</td>
<td>1.15</td>
</tr>
<tr>
<td>solver Fee Balance</td>
<td>($311,566</td>
</tr>
<tr>
<td>her (Describe)</td>
<td>254,951</td>
</tr>
</tbody>
</table>

1. 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 the first 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)

Dana Mayo
Printed Name
February 27, 2020
Phone: 818-380-6130
Email: Dana.Mayo@Huntcompanians.com
TAB 28
OFF-SITE COST
BREAKDOWN
N/A
### Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

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

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

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

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

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

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

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

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

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

Lines 35-37 Hidden

Total $ -

---

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

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

Seal
TAB 29

SITE WORK COST BREAKDOWN
# Site Work Cost Breakdown

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

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

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

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

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

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

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

---

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In A/E Design Fee</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In A/E Design Fee</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>$ 79,195.00</td>
<td>1</td>
<td>$ 79,195.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 79,195</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$ 158,390.00</td>
<td>1</td>
<td>$ 158,390.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 158,390</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$ 106,193.00</td>
<td>1</td>
<td>$ 106,193.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 106,193</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$ 74,695.00</td>
<td>1</td>
<td>$ 74,695.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 74,695</td>
</tr>
<tr>
<td>On-site Electrical</td>
<td>$ 238,484.00</td>
<td>1</td>
<td>$ 238,484.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 238,484</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$ 367,176.00</td>
<td>1</td>
<td>$ 367,176.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 367,176</td>
</tr>
<tr>
<td>On-site Utilities</td>
<td>$ 293,381.00</td>
<td>1</td>
<td>$ 293,381.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 293,381</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$ 43,197.00</td>
<td>1</td>
<td>$ 43,197.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 43,197</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$ 14,399.00</td>
<td>1</td>
<td>$ 14,399.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 14,399</td>
</tr>
<tr>
<td>Entry Gates</td>
<td>$ 64,796.00</td>
<td>1</td>
<td>$ 64,796.00</td>
<td></td>
<td>In A/E Design Fee</td>
<td>$ 64,796</td>
</tr>
</tbody>
</table>

Total $ 1,439,906

---

Signature of Registered Engineer: 

2-27-20

T. Craig Carney, P.E.

Printed Name

If a revised form is submitted, date of submission:

2/25/2020
TAB 30

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>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>Eligible Basis (If Applicable)</td>
</tr>
<tr>
<td>Cost</td>
<td>Acquisition</td>
</tr>
</tbody>
</table>

### ACQUISITION
- Site acquisition cost
- Existing building acquisition cost
- Closing costs & acq. legal fees
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1

Subtotal Acquisition Cost

### OFF-SITES
- Off-site concrete
- Storm drains & devices
- Water & fire hydrants
- Off-site utilities
- Sewer lateral(s)
- Off-site paving
- Off-site electrical
- Other (specify) - see footnote 1
- Other (specify) - see footnote 1

Subtotal Off-Sites Cost

### SITE WORK
- Demolition
- Asbestos Abatement (Demolition Only)
  - Detention
  - Rough grading
  - Fine grading
  - On-site concrete
  - On-site electrical
  - On-site paving
  - On-site utilities
  - Decorative masonry
  - Bumper stops, striping & signs

PLEASE SPECIFY - see footnote 1

Subtotal Site Work Cost

### SITE AMENITIES
- Landscaping
- Pool and decking
- Athletic court(s), playground(s)
- Fencing

PLEASE SPECIFY - see footnote 1

Subtotal Site Amenities Cost
# Building Costs

<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>351,389</td>
<td>351,389</td>
</tr>
<tr>
<td>Masonry</td>
<td>107,088</td>
<td>107,088</td>
</tr>
<tr>
<td>Metals</td>
<td>95,614</td>
<td>95,614</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,171,272</td>
<td>1,171,272</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>86,053</td>
<td>86,053</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>303,574</td>
<td>303,574</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>358,544</td>
<td>358,544</td>
</tr>
<tr>
<td>Finishes</td>
<td>908,333</td>
<td>908,333</td>
</tr>
<tr>
<td>Specialties</td>
<td>95,614</td>
<td>95,614</td>
</tr>
<tr>
<td>Equipment</td>
<td>95,614</td>
<td>95,614</td>
</tr>
<tr>
<td>Furnishings</td>
<td>172,105</td>
<td>172,105</td>
</tr>
<tr>
<td>Special Construction</td>
<td>76,491</td>
<td>76,491</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>451,774</td>
<td>451,774</td>
</tr>
<tr>
<td>Electrical</td>
<td>292,101</td>
<td>292,101</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>215,132</td>
<td>215,132</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>30,000</td>
<td>0</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs Before 11.9(e)(2)**

- $4,810,700
- $0
- $4,780,700

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

- $0.00 psf

**Total Building Costs & Site Work**

- $(6,125,636)
- $0
- $(5,961,443)

**Total Hard Costs**

<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>5.71%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$350,000</td>
<td>350,000</td>
</tr>
</tbody>
</table>

**Total Construction Contract**

- $(7,381,136)
- $0
- $(7,217,943)

**Total Contractor Fees**

- $905,500
- $0
- $906,500

*Individually itemize costs below:

- 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.

- If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

2/27/2020
## SOFT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>300,000</td>
<td>300,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>7,500</td>
<td>7,500</td>
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<tr>
<td>Market analysis</td>
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<tr>
<td>Environmental assessment</td>
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<tr>
<td>Soils report</td>
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<td>12,000</td>
</tr>
<tr>
<td>Survey</td>
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<td>20,000</td>
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<tr>
<td>Marketing</td>
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</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
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<td>80,000</td>
</tr>
<tr>
<td>Real property taxes</td>
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<tr>
<td>Personal property taxes</td>
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<td>0</td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>0</td>
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</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>150,000</td>
<td>150,000</td>
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<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
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<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
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</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,152,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

## FINANCING:

### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>433,600</td>
<td>388,416</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td>0</td>
</tr>
</tbody>
</table>

### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>62,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>150,000</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>36,906</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>73,811</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>25,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td>10,000</td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

|          | $1,031,317 | $0 | $637,227 |

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>15,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>555,000</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>800,000</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees** 14.99%

|          | $1,370,000 | $0 | $1,335,000 |

### RESERVES

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>50,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>367,363</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

|          | $417,363   | $0  | $0       |

### TOTAL HOUSING DEVELOPMENT COSTS

|          | $11,971,816| $0  | $10,312,170 |

---

*The following calculations are for HTC Applications only.*

### Deduct From Basis:

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal grants used to finance costs in Eligible Basis</td>
<td></td>
</tr>
<tr>
<td>Non-qualified non-recourse financing</td>
<td></td>
</tr>
<tr>
<td>Non-qualified portion of higher quality units §42(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Historic Credits (residential portion only)</td>
<td></td>
</tr>
</tbody>
</table>

**Total Eligible Basis**

|          | $0 | $10,312,170 |

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

**Total Adjusted Basis**

|          | $0 | $13,405,821 |

**Applicable Fraction** 63%

**Total Qualified Basis**

|          | $8,378,638 | $0 | $8,378,638 |

**Applicable Percentage** 9.00%

**Credits Supported by Eligible Basis**

|          | $754,077   | $0  | $754,077   |

**Credit Request** (from 17.Development Narrative)

|          | $600,000   |    |           |

*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: ____________________________

Phone Number for Contact: ____________________________

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

2/27/2020
TAB 31

SCHEDULE OF SOURCES

&

FINANCING NARRATIVE
## Schedule of Sources of Funds and Financing Narrative

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

### Financing Participants

<table>
<thead>
<tr>
<th>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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</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>Construction Lender</td>
<td>$7,511,000</td>
<td>5.75%</td>
<td>1</td>
</tr>
<tr>
<td>Permanent Lender</td>
<td>$6,200,000</td>
<td>5.25%</td>
<td>40</td>
</tr>
<tr>
<td>Hunt Capital</td>
<td>HTC</td>
<td>$600,000</td>
<td>$3,240,228</td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$250</td>
<td>$250</td>
</tr>
<tr>
<td>City of Elgin</td>
<td>Deferred Developer Fee</td>
<td>Cottages Cedar Ridge Development, L</td>
<td>$311,566</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
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<td></td>
</tr>
</tbody>
</table>

### Total Sources of Funds

<table>
<thead>
<tr>
<th>Total Sources of Funds</th>
<th>$10,751,478</th>
</tr>
</thead>
</table>

### Total Uses of Funds

<table>
<thead>
<tr>
<th>Total Uses of Funds</th>
<th>$11,971,816</th>
</tr>
</thead>
</table>

2/27/2020
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

The project will be financed utilizing conventional methods of financing. The capital structure includes conventional financing sources from a Conventional Bank, equity from Hunt Capital from the sale of tax credits, in-kind contribution in the amount of $250 from the city of Elgin to satisfy QAP requirements, and deferred developer fee from the development entity. The Construction and permanent loan will be coming from a Conventional Bank per their loan commitments to the project (Const.-7,511,000 & Perm. - $6,200,000), Equity from Hunt in the amount of $5,460,000, $250 from the city of Elgin and $311,566 from the Developer.

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.

There will be Replacement Reserves required based on $250 per unit. They will begin accruing when the property is completed and converts to its permanent mortgage.

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 No operating Subsidies or project based assistance.

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: ________________________________

2/27/2020
# Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Construction Lender</td>
<td>$7,511,000</td>
<td>5.75%</td>
<td>1</td>
<td>$</td>
<td>6,200,000</td>
</tr>
<tr>
<td>Permanent Lender</td>
<td>$</td>
<td>6,200,000</td>
<td>5.25%</td>
<td>40</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
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</tr>
<tr>
<td>Hunt Capital</td>
<td>HTC</td>
<td>$ 600,000</td>
<td>$ 3,240,228</td>
<td>$ 5,460,000</td>
<td>0.91</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Elgin</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$ 250</td>
<td>$ 250</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Cottages Cedar Ridge Development, LLC</td>
<td></td>
<td>$ 311,566</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $ 10,751,478 | $ 11,971,816 |
| Total Uses of Funds    | $ 11,971,816 |
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

The project will be financed utilizing conventional methods of financing. The capital structure includes conventional financing sources from a Conventional Bank, equity from Hunt Capital from the sale of tax credits, in-kind contribution in the amount of $250 from the city of Elgin to satisfy QAP requirements, and deferred developer fee from the development entity. The Construction and permanent loan will be coming from a Conventional Bank per their loan commitments to the project (Const. $7,511,000 & Perm. - $6,200,000), Equity from Hunt in the amount of $5,460,000, $250 from the city of Elgin and $311,566 from the Developer.

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.

There will be Replacement Reserves required based on $250 per unit. They will begin accruing when the property is completed and converts to its permanent mortgage.

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 No operating Subsidies or project based assistance.

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]
Dana Mayo
February 27, 2020
Printed Name
Date

Signature, Authorized Representative, Construction or Permanent Lender
Telephone: 818-380-6130
Email address: Dana.Mayo@Huntcompanies.com

If a revised form is submitted, date of submission: 2/26/2020
TAB 32

DIRECT LOAN – FINANCING CAPACITY

N/A
Financial Capacity, Owner Equity, and Loan-to-Cost Requirements
[10 TAC §13.8(c)(8) and (9) and/or 10 TAC §11.204(7)(C) as 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
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner MUST provide:

- A letter - not older than 6 months from the date 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.

Owner Equity Requirements
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 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 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.

2/27/2020
TAB 33

MATCH FUNDS

N/A
Match Funds (Multifamily Direct Loan Applications Only) [§13.2(9)]

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

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

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

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

| Self Score Total: | 132 |

## 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

City of Elgin

- A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

### Total Points Claimed: 1

## 2. Financial Feasibility (§11.9(e)(1))

- Eligible Pro-Forma and letter stating the Development is financially feasible.  
  
  0

- Eligible Pro-Forma and letter stating Development and Principals are acceptable.  
  
  26

### Total Points Claimed: 26

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

- Percent of Units restricted to serve households at or below 30% of AMGI: 6%
- HTC funding request as a percent of Total Housing Development Cost: 5.01%

### Eligibility for points:

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

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

### Total Points Claimed: 3
## Supporting Documents Should be Included Behind this Tab

**All Supporting Documents Must Be Consistent with the Sources and Uses**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Executed Pro Forma from Permanent or Construction Lender</td>
</tr>
<tr>
<td></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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evidence of any Gap Financing, terms included</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of any Owner Contributions, with financial support if required</td>
</tr>
<tr>
<td></td>
<td>Evidence of Equity Financing (HTC applications only)</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>X</td>
<td>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)]</td>
</tr>
<tr>
<td></td>
<td>Evidence of Rental Assistance/Subsidy</td>
</tr>
</tbody>
</table>

2/27/2020
# 15 Year Rental Housing Operating Pro Forma (All Programs)

A 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 growths or assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENTATIVE GROSS ANNUAL RENTAL INCOME</td>
<td>$830,544</td>
<td>$847,155</td>
<td>$864,098</td>
<td>$881,380</td>
<td>$899,008</td>
<td>$920,577</td>
<td>$1,095,885</td>
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<tr>
<td>Condominium</td>
<td>$24,960</td>
<td>$25,459</td>
<td>$25,968</td>
<td>$26,488</td>
<td>$27,018</td>
<td>$29,830</td>
<td>$32,934</td>
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<tr>
<td>TENTATIVE GROSS ANNUAL INCOME</td>
<td>$855,504</td>
<td>$872,614</td>
<td>$890,066</td>
<td>$907,868</td>
<td>$926,025</td>
<td>$1,022,406</td>
<td>$1,128,819</td>
</tr>
<tr>
<td>Vision for Vacancy &amp; Collection Loss</td>
<td>($64,163)</td>
<td>($65,446)</td>
<td>($66,755)</td>
<td>($68,090)</td>
<td>($69,452)</td>
<td>($76,680)</td>
<td>($84,661)</td>
</tr>
<tr>
<td>net Concessions</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FECTIVE GROSS ANNUAL INCOME</td>
<td>$791,341</td>
<td>$807,168</td>
<td>$823,311</td>
<td>$839,778</td>
<td>$856,573</td>
<td>$894,726</td>
<td>$1,044,158</td>
</tr>
</tbody>
</table>

## EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$28,000</td>
<td>$28,840</td>
<td>$29,705</td>
<td>$30,596</td>
<td>$31,514</td>
<td>$36,534</td>
<td>$42,353</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$39,567</td>
<td>$40,358</td>
<td>$41,166</td>
<td>$41,989</td>
<td>$42,829</td>
<td>$47,286</td>
<td>$52,208</td>
</tr>
<tr>
<td>Roll, Payroll Tax &amp; Employee Benefits</td>
<td>$84,000</td>
<td>$86,520</td>
<td>$89,116</td>
<td>$91,789</td>
<td>$94,543</td>
<td>$109,601</td>
<td>$127,058</td>
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<tr>
<td>pairs &amp; Maintenance</td>
<td>$40,400</td>
<td>$41,612</td>
<td>$42,860</td>
<td>$44,146</td>
<td>$45,471</td>
<td>$52,713</td>
<td>$61,109</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$12,000</td>
<td>$12,360</td>
<td>$12,731</td>
<td>$13,113</td>
<td>$13,506</td>
<td>$15,657</td>
<td>$18,151</td>
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<tr>
<td>ster, Sewer &amp; Trash Utilities</td>
<td>$64,000</td>
<td>$65,920</td>
<td>$67,898</td>
<td>$69,935</td>
<td>$72,033</td>
<td>$83,505</td>
<td>$96,806</td>
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<tr>
<td>Real Property Insurance Premiums</td>
<td>$24,000</td>
<td>$24,720</td>
<td>$25,462</td>
<td>$26,225</td>
<td>$27,012</td>
<td>$31,315</td>
<td>$36,302</td>
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<tr>
<td>property Tax</td>
<td>$48,000</td>
<td>$49,440</td>
<td>$50,923</td>
<td>$52,451</td>
<td>$54,024</td>
<td>$62,629</td>
<td>$72,604</td>
</tr>
<tr>
<td>serve for Replacements</td>
<td>$16,000</td>
<td>$16,480</td>
<td>$16,974</td>
<td>$17,484</td>
<td>$18,008</td>
<td>$20,876</td>
<td>$24,201</td>
</tr>
<tr>
<td>her Expenses</td>
<td>$7,600</td>
<td>$7,828</td>
<td>$8,063</td>
<td>$8,305</td>
<td>$8,554</td>
<td>$9,916</td>
<td>$11,496</td>
</tr>
<tr>
<td>TAL ANNUAL EXPENSES</td>
<td>$563,567</td>
<td>$574,078</td>
<td>$584,897</td>
<td>$596,032</td>
<td>$607,494</td>
<td>$670,033</td>
<td>$542,287</td>
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<tr>
<td>OPERATING INCOME</td>
<td>$427,774</td>
<td>$433,090</td>
<td>$438,414</td>
<td>$443,745</td>
<td>$449,080</td>
<td>$475,693</td>
<td>$501,871</td>
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</table>

## DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Deed of Trust Annual Loan Payment</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
<td>$371,159</td>
</tr>
<tr>
<td>cond Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3rd Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>her Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>her Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TUAL NET CASH FLOW</td>
<td>$56,615</td>
<td>$56,615</td>
<td>$56,615</td>
<td>$56,615</td>
<td>$56,615</td>
<td>$56,615</td>
<td>$130,712</td>
</tr>
<tr>
<td>MULATIVE NET CASH FLOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dt Coverage Ratio</td>
<td>1.15</td>
<td>1.17</td>
<td>1.18</td>
<td>1.20</td>
<td>1.21</td>
<td>1.28</td>
<td>1.35</td>
</tr>
<tr>
<td>veloper Fee Balance</td>
<td>$311,566</td>
<td>$254,951</td>
<td>$193,020</td>
<td>$125,700</td>
<td>$53,179</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>her (Describe)</td>
<td>$254,951</td>
<td>$254,951</td>
<td>$254,951</td>
<td>$254,951</td>
<td>$254,951</td>
<td>$254,951</td>
<td>$254,951</td>
</tr>
</tbody>
</table>

Signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for the first 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](signature.jpg)

**Printed Name**: Dana Mayo  
**Date**: February 27, 2020

**Phone**: 818-380-6130  
**Email**: Dana.Mayo@Huntcompanies.com
February 27, 2020

Mr. Lee Zieben  
Zieben Group  
1980 Post Oak Blvd, #2020  
Houston, TX 77056

Re: The Cottages at Cedar Ridge, a 64-unit affordable housing development to be located in Elgin, Travis County, Texas, and developed, constructed, owned and operated by Cottages Cedar Ridge, L.P., a Texas limited partnership (the “Partnership”), in compliance with Section 42 of the Internal Revenue Code of 1986 ("IRC")

Dear Mr. Zieben:

It has been a pleasure working with you regarding the above referenced project. Hunt Capital Partners, LLC ("HCP") commits to provide construction and permanent loan financing for this project on the terms and conditions set forth below.

Borrower:  
Cottages Cedar Ridge, L.P.

Property Address:  
Corner of FM 1100 & County Line Rd, Elgin, Travis County, TX

Construction Loan Amount:  
$7,511,000

Permanent Loan Amount:  
$6,200,000; this loan amount is subject to 90% of appraised value based on restricted rents and a market cap rate.

Term:  
Construction Phase of Loan – Construction Phase shall be that period of time until the project reaches rental achievement for three (3) consecutive months but not greater than twenty-four (24) months. Stabilization shall be defined as not less than 90% of the units leased and occupied to qualifying tenants at rental rates approved by the lender. The construction loan will have one six (6) month extension at the borrower’s option.

Permanent Phase of Loan – 15-years from the date the loan is converted to a permanent loan. Amortization schedule shall be forty (40) years.

Interest rate:  
Construction Loan: The construction interest rate will be set at the time of closing. The rate is based on prime plus 100 basis points. The interest rate will be variable for the entire term of the construction loan and is currently estimated to be 5.75%
<table>
<thead>
<tr>
<th>Category</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Loan:</td>
<td>The permanent loan rate will be set and rate locked at the time of construction loan closing. The rate is based on a spread of approximately 391 basis points above the 10-year Treasury. The spread is subject to change. The rate is projected to be 5.25%.</td>
</tr>
<tr>
<td>Origination Fee:</td>
<td>Construction Loan fee is 1.25% paid at closing plus 0.75% for any extension. Permanent Loan fee is 1.0% paid at closing of the Construction Loan.</td>
</tr>
<tr>
<td>Application Fee:</td>
<td>$5,000</td>
</tr>
<tr>
<td>Conversion Fee:</td>
<td>$7,500</td>
</tr>
<tr>
<td>Recourse:</td>
<td>Construction loan: Full recourse until Stabilization. Personal guarantees required Permanent loan: None, with the exception of customary, &quot;carve-out&quot; for matters such as, but not limited to, fraud, misappropriation of funds, environmental matters, other bad acts, breach of Special Purpose Entity requirements, and breach of reporting requirements.</td>
</tr>
<tr>
<td>Anticipated Funding Date:</td>
<td>November 1, 2020</td>
</tr>
<tr>
<td>Minimum DSCR:</td>
<td>The minimum debt service coverage is 1.15 to 1</td>
</tr>
<tr>
<td>LTV (Permanent):</td>
<td>90%; Based on Restricted Rents and using a market cap rate</td>
</tr>
<tr>
<td>Construction Loan:</td>
<td>Loan is limited to [60%] of costs; and the amount of the permanent loan.</td>
</tr>
<tr>
<td>Minimum Occupancy:</td>
<td>90% for three (3) consecutive months prior to Stabilization.</td>
</tr>
<tr>
<td>Prepayment:</td>
<td>Partial prepayment is not allowed except for application of insurance proceeds or condemnation awards. Prepayment is not allowed in years 1-10; yield maintenance premiums will apply thereafter.</td>
</tr>
</tbody>
</table>
| Security:                | First priority mortgage encumbering the referenced project. First security interest in all furniture, fixtures, equipment, permits, documents and contracts. First priority assignment of leases, rents,
profits, licenses, permits and contracts. A pledge of all escrow and reserve accounts.

Taxes and Insurance: A monthly escrow deposit for taxes and insurance will be required.

Replacement Reserve: $250 annually per unit subject to change pursuant to the recommendation of the third party reports referenced below. A monthly escrow deposit equal to 1/12 of the annual reserve amount will be required.

Third Party Reports: An appraisal, environmental assessment report, and building condition survey, acceptable to HCP in its sole authority, dated not more than six (6) months prior to closing will be required. The aforementioned third party reports must be received not less than 30 days prior to closing.

Additional Loan Expenses: The borrower will pay all customary closing costs, including but not limited to, HCP’s application and conversion fees, HCP’s legal fees, and third party due diligence reports.

Contingency: In order to lock the Loan Rate and close, Borrower must satisfy conditions including but not limited to: (i) closing of the LIHTC Partnership and admission of the Limited Partner, (ii) funding of at least 15% of the Limited Partner’s aggregate capital contribution, (iii) Closing of all subordinate financing, (iv) receipt and approval by HCP of construction plans and specifications and related construction due diligence; (v) no defaults or material adverse change in the financial condition of the Project, Borrower, Key Principals or any other feature of the transaction from that which existed on the Commitment Acceptance Date in HCP’s sole discretion; and (vi) approval of the Loan by the HCP’s Investment Committee

Assignment: HCP shall have the right to assign its rights and obligations hereunder.

Readiness to Proceed: We understand the Borrower is taking advantage of the Readiness to Proceed application points and, as such, Lee Zieben provided the tax credits are awarded and accepted, this transaction will close on or before November 30, 2020.

The attached 15-year pro-forma was prepared by Cottages Cedar Ridge, Ltd (applicant) for The Cottages at Cedar Ridge to be located in Elgin, Texas. The pro-forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Hunt’s current underwriting parameters and consistent with the loan terms in
the term sheet, and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.
If the above arrangement is acceptable to you, please execute and return this Term Sheet, by the close of business on March 10, 2020, otherwise this letter shall become null and void.

We look forward to working with you to bring this loan to a rapid closing. If you have any questions please call Dana Mayo on 818-380-6130.

Sincerely,

Dana Mayo
Executive Managing Director
Hunt Capital Partners, LLC

AGREED and ACCEPTED:

Cottages Cedar Ridge, L.P.

By: _____________________________  ________________
Name: _____________________________
Title: _____________________________

CC: Juan Trinidad (Hunt Capital Partners)
February 27, 2020

Mr. Lee Zieben  
Zieben Group  
1980 Post Oak Blvd, #2020  
Houston, TX 77056

Re: The Cottages at Cedar Ridge, a 64-unit affordable housing development to be located in Elgin, Travis County, Texas, and developed, constructed, owned and operated by Cottages Cedar Ridge, L.P., a Texas limited partnership (the “Partnership”), in compliance with Section 42 of the Internal Revenue Code of 1986 ("IRC")

Dear Mr. Zieben:

Thank you for providing Hunt Capital Partners, LLC (“HCP”) the opportunity to present this Letter of Intent Agreement. The following sets forth our proposal of the basic business terms to be included in the Partnership by and between Hunt, or its designees as the Investor Limited Partner (the “Limited Partner” or “LP”) and Cottages Cedar Ridge I, LLC, as the General Partner (the "General Partner" or "GP") regarding the Project.

Investment Entity: Cottages Cedar Ridge, L.P., a Texas Limited Partnership (the "Partnership"), with Cottages Cedar Ridge I, LLC, as General Partner with a 0.01% ownership interest in the Partnership, and Hunt Capital Partners, LLC or its designated affiliate, as Limited Partner with a 99.99% ownership interest in the Partnership.

Tax Credits Available: $6,000,000 (“projected LIHTCs”)  
The LP is acquiring 99.99% of the partnership’s tax credits with annual housing credit allocation of $600,000.

Net Credit Price to Partnership: $0.91 (Federal LIHTC)

Net Capital Contribution: $5,460,000

Equity Proceeds Pay-In Schedule: Based on the terms of this letter agreement and the information, projections, and assumptions you have
provided to us, equity contributions will be made to the Partnership by the LP in the percentages set forth below:

1. 25% will be funded at (a) the Limited Partner's admission into the Partnership, (b) closing and initial funding of all of the construction financing for the Project, (c) receipt of the commitments for all of the permanent financing, and (d) receipt of the LIHTC allocation; such funds shall be used to fund hard and soft development costs.

2. 10% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraph (1), and (b) 25% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.

3. 20% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraph (1) and (2), and (b) 75% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.

4. 5% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraphs (1), (2), and (3) and (b) 100% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.

5. 40% will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payments set forth in paragraphs (1), (2), (3), and (4), (b) the issuance of final Municipal or County Occupancy Certificates, (c) receipt of the certification of qualified expenditures by an independent certified public accountant, (d) 90% qualified occupancy for three consecutive months (“Stabilized Operations”), (e) funding of the Permanent Loan, (f) the issuance of all Treasury Forms 8609, and (g) receipt of the federal income tax return and K-1s for the Partnership; such funds shall be used to fund initial operating deficit reserves and any remaining hard and soft development costs.
### Obligations of the General Partner and Guarantor(s):

- **Operating Deficit Guaranty:** The GP and Guarantors will guarantee and agree to loan to the Partnership sufficient funds, for a period of 60 months following the date stabilized operations is achieved (the "Operating Deficit Guarantee Period"), to fund operating deficits.

- **Development Completion Guaranty:** The GP and Guarantors will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by Hunt Capital Partners, LLC, including, without limitation, a guaranty: (i) to pay any amounts needed in excess of the construction loan and other available proceeds to complete the improvements; and (ii) to pay operating deficits prior to the conclusion of Project construction.

- **Credit Adjusters:** The GPs will provide that, if in any year actual credits are less than Projected Credits, then LP shall be owed an amount necessary to preserve its anticipated return based on the Projected Credit.

The obligations of the GP shall be guaranteed by GP, Developer and their principals (the “Guarantor”).

### Asset Management Fee (AMF):

- $7,500 annually

### Cash Flow Split:

Cash Flow to the Partnership shall be distributed as follows:

- a. To the LP, to make any tax credit adjuster payment not previously made;
- b. To the payment of any debts, excluding any unpaid Development Fee, owed to the Partners and/or their affiliates, until all such debts have been paid in full;
- c. To the payment of the AMF plus all accrued AMF unpaid from prior years;
- d. 90% to the payment of any unpaid Development Fee, until such fee has been paid in full and 10% to the LP;
- e. The balance, 90% to the GP as an Incentive Property Management Fee and 10% to the partners in accordance with their ownership percentages.
All tax profits, losses, and credits from operations will be allocated 0.01% to the GP and 99.99% to the LP.

**Residual Split:**

From Refinancing or Sale. Taxable profits and/or losses from a sale of the Property will be allocated among the Partners of the Partnership to adjust capital accounts as required by the Internal Revenue Code and in accordance with sale proceeds distributions.

Sale and Refinancing Proceeds will be distributed as follows:

a. Payment in full of all Partnership debts except those due to Partners and/or their affiliates;
b. To the LP, to make any tax credit adjuster payment not previously made;
c. To the payment of any debts owed to Partners and/or their affiliates until all such debts have been paid in full, and GP’s capital contribution;
d. The balance, 90% to the GP and 10% to the LP.

**Replacement Reserves:**

$250/unit/year

**Other Terms and Conditions:**

1) Proof of award and allocation of LIHTC.

2) The GP must have a firm commitment for a fixed-rate permanent first mortgage with terms, conditions and a Lender acceptable to the Limited Partner.

3) Receipt, review, and approval of market study, environmental and geological reports, plans and specifications, contractor and such other conditions which are customary and reasonable for an equity investment of this nature and amount;

4) The Capital Contributions are determined on the projected credits delivered to Hunt based on the lease-up schedule provided to Hunt by the GP. Any changes in the timing of construction and/or lease-up may impact the timing and amounts of Capital Contributions.

5) Approval of the transaction by (i) HCP’s Investment Committee and (ii) HCP’s Investor including transaction yield and tax rate assumptions.


We understand the Borrower is taking advantage of the Readiness to Proceed application points and, as such, Lee Zieben provided the tax credits are awarded and accepted, this transaction will close on or before November 30, 2020.

The attached 15-year pro-forma was prepared by Cottages Cedar Ridge, Ltd (applicant) for The Cottages at Cedar Ridge to be located in Elgin, Texas. The pro-forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Hunt’s current underwriting parameters and consistent with the loan terms in the term sheet, and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.
In recognition of the time and expense to be spent by Hunt in evaluating this transaction prior to closing, the GP will deal exclusively with Hunt with respect to the transactions noted in this firm commitment letter until this firm commitment letter is terminated by either party. You hereby confirm that no other party presently has any right to acquire an interest in the Property or the Partnership.

Please execute and promptly return to us a copy of this commitment letter. The terms herein shall expire 10 business days after the date of this letter if your signed copy has not been received by us.

Sincerely,

Dana Mayo
Executive Managing Director
Hunt Capital Partners, LLC

AGREED and ACCEPTED:

Cottages Cedar Ridge, L.P.

By: ____________________________ 2/28/2020
Name: Lee Zieben
Title: Managing Member

Cc: Juan Trinidad (Hunt Capital Partners)
RESOLUTION NO. 2020-02-04-07

A RESOLUTION OF THE CITY OF ELGIN, TEXAS SUPPORTING AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2020 HOUSING TAX CREDITS FOR THE PROPOSED COTTAGES OF CEDAR RIDGE PROJECT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Cottages Cedar Ridge, Ltd., has developed a concept plan for the development of affordable rental housing within the City of Elgin at the southwest corner of County Line Rd. and FM1100, being further described as Lot 1, Crescent Village Section 1 (8.262 Acres in Travis County), Property ID 557512 as further described by metes and bounds attached hereto; and,

WHEREAS, the Project will be named the Cottages at Cedar Ridge in the City of Elgin, Texas; and,

WHEREAS, the developers, Cottages Cedar Ridge, Ltd., 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 The Cottages at Cedar Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, THAT:

Section 1. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. The City Council hereby confirms its support for the general concept currently proposed by the Cottages at Cedar Ridge development.

Section 3. The City Council further hereby confirms that upon successful award of 2020 Competitive 9% Housing Tax Credits, the City will provide reduced fees or a contribution of other value that equals a minimum of $250.00 for the benefit of the Cottages at Cedar Ridge project.

Section 4. The City Council does hereby further confirm that for and on behalf of the City of Elgin, the Mayor is authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

Section 5. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

Section 6. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 4th day of February, 2020

CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary
TAB 36
SPONSOR CHARACTERISTICS
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.
HUB PARTICIPATION

TICO Development, LLC (TICO) was established in 2016 as a registered Historically Underutilized Business with the State of Texas. Tiffany Cornelius, President and 100% owner of TICO Development, LLC, has over 12 years of experience with the development, construction, management, and operations of LIHTC properties. As Member of Cottages Cedar Ridge I, LLC, the General Partner for Cottages Cedar Ridge, Ltd, TICO will materially participate in the day to day activity associated with the development, management and operations including overseeing the property’s compliance throughout the compliance period. TICO will be involved in the daily decision making related to the development of The Enchanted Gardens, will perform regular site visits to assess operational and physical condition, and will provide direct oversight over the property management of the property. Combined, TICO Development, LLC has 51% ownership in the General Partner, 50% ownership of the Developer and will receive 51% of Cash Flow.
TAB 37

APPLICANT, DEVELOPER, & GUARANTOR
OWNERSHIP CHARTS
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor. [X]
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts. [n/a]
- 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. [n/a]

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:

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
The Cottages at Cedar
Elgin, Texas
64 Unit - New Construction

OWNER
COTTAGES CEDAR RIDGE, Ltd
(A Texas Limited Partnership)
TO BE FORMED

COTTAGES CEDAR RIDGE I, LLC
(A Texas Limited Liability Company)
Its General Partner
.01% Ownership

MEMBER (HUB)
TICO DEVELOPMENT, LLC
51% Ownership
Ability to Exercise Control

MANAGING MEMBER
DEZCR GP, LLC
49% Ownership
Ability to Exercise Control

SYNDICATOR
TO BE DETERMINED
Its Limited Partner
99.99% Ownership

TIFFANY CORNELIUS
100% Ownership
Ability to Exercise Control

DEZCR, LLC
100% Ownership
Ability to Exercise Control
The Cottages at Cedar
Elgin, Texas
64 Unit - New Construction

DEVELOPER
COTTAGES CEDAR RIDGE DEVELOPMENT, LLC
(A Texas Limited Liability Company)
TO BE FORMED

MEMBER (HUB)
TICO DEVELOPMENT, LLC
50% Ownership

TIFFANY CORNELIUS
100% Ownership

MANAGING MEMBER
AHG Properties, LLC
50% Ownership

LEE ZIEBEN
100% Ownership
The Cottages at Cedar
Elgin, Texas
64 Unit - New Construction

OWNER
COTTAGES CEDAR RIDGE, Ltd
(A Texas Limited Partnership)
TO BE FORMED

100% GUARANTOR

LEE ZIEBEN
100% Ownership
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note: Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

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<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: DEZCR GP, LLC</th>
<th>Role/Title: Mem of GP</th>
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<tbody>
<tr>
<td></td>
<td>Applicant Legal Name: Cottages Cedar Ridge, Ltd</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address: 1980 Post Oak Blvd, Suite 2020</td>
<td>City: Houston State: TX Zip: 77056</td>
</tr>
<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Organization legally formed? Yes</td>
<td>Date formed: TBD</td>
</tr>
<tr>
<td></td>
<td>Previous TxDHCA Experience? No</td>
<td>Phone: (713) 715-1481 Email: <a href="mailto:lee@ziebengroup.com">lee@ziebengroup.com</a></td>
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<tr>
<td></td>
<td>Organization is identified on Org. Chart:</td>
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<tr>
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<td>2.</td>
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<td>TDHCA Experience: Yes</td>
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<td>4.</td>
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<th>Role/Title: Mem of GP</th>
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<td></td>
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<tr>
<td></td>
<td>Address: 1980 Post Oak Blvd, Suite 2020</td>
<td>City: Houston State: TX Zip: 77056</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Previous TxDHCA Experience? No</td>
<td>Phone: 7137151481 Email: <a href="mailto:lee@ziebengroup.com">lee@ziebengroup.com</a></td>
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<td>Lee Zieben</td>
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<td>TDHCA Experience: No</td>
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<tr>
<th>Org. 3</th>
<th>Organization Legal Name: TICO Development, LLC</th>
<th>Role/Title: Mem of GP/Dev</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Applicant Legal Name: Zieben Group</td>
<td></td>
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<tr>
<td></td>
<td>Address: 125 Hometown Pkwy</td>
<td>City: Kyle State: TX Zip: 77056</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td></td>
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<td>Date formed: Apr-16</td>
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<td></td>
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<td>Phone: 5125658945 Email: <a href="mailto:tcornelius@ticodevelopmentllc.com">tcornelius@ticodevelopmentllc.com</a></td>
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<tr>
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<td>Organization is identified on Org. Chart:</td>
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<td>List of Sub-Entities or Principals:</td>
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</tr>
<tr>
<td>1.</td>
<td>Tiffany Cornelius</td>
<td>TDHCA Experience: Yes</td>
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Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.
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2/28/2020
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Name(s) of Entities the Organization Owns or Controls:

Organization legally formed? Date formed: Legal Org is or will be:

Previous TDHCA Experience? Phone: Email:

Organization is identified on Org. Chart: Ability to exercise Control over the Development?

List of Sub-Entities or Principals:

1. **TDHCA Experience:**

2. **TDHCA Experience:**

3. **TDHCA Experience:**

4. **TDHCA Experience:**

5. **TDHCA Experience:**

6. **TDHCA Experience:**

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Previous TDHCA Experience? Phone: Email:

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List of Sub-Entities or Principals:

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2. **TDHCA Experience:**

3. **TDHCA Experience:**

4. **TDHCA Experience:**

5. **TDHCA Experience:**

6. **TDHCA Experience:**

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Organization is identified on Org. Chart: Ability to exercise Control over the Development?

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3. **TDHCA Experience:**

4. **TDHCA Experience:**

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2/28/2020
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
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>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cottages Cedar Ridge, Ltd</td>
</tr>
<tr>
<td>2. Cottages Cedar Ridge I, LLC</td>
</tr>
<tr>
<td>3. Cottages Cedar Ridge Development, LLC</td>
</tr>
<tr>
<td>4. Schenck Group</td>
</tr>
<tr>
<td>5. Lee Zieben</td>
</tr>
<tr>
<td>6. NICO Development, LLC</td>
</tr>
<tr>
<td>7. Tiffany Cornellus</td>
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<thead>
<tr>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
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<tbody>
<tr>
<td>No</td>
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</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: 

Signature of Applicant

Date

 Its: Managing General Partner

2/28/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name role of Person or Entity completing this form: TICO Development, LLC

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☒ a Developer for the Applicant for this specific Application

☒ an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulf Shore Villas</td>
<td>10</td>
<td>Rockport</td>
<td>51.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>The Foxtail Cottages</td>
<td>11</td>
<td>San Juan</td>
<td>51.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>The Enchanted Gardens</td>
<td>10</td>
<td>Victoria</td>
<td>51.00%</td>
<td>80.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Lee Zieben 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 TICO Development, LLC

Date 2/28/2020
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Na  role of Person or Entity completing this form: [Signature]

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 acknowledge that [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Tiffany Cornelius

Printed Name

Date

2/28/2020
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:  
DEZCR GP, LLC / Managing Member of Cottages Cedar Ridge I, LLC

Email Address:  
lee@ziebengroup.com

City & State of Home Addr:  
Houston, TX

Applicant Legal Name:  
Cottages Cedar Ridge, Ltd.

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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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>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
<th>TBRA</th>
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<td>HOME:</td>
<td>CFDC</td>
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<td>Self-Help</td>
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<td>HRA</td>
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### Person/Role:
DEZHC, LLC/100% Owner of DEZCR GP, LLC

### Email Address:
lee@ziebengroup.com

### City & State of Home Addr:
Houston, TX

### Applicant Legal Name:
Cottages Cedar Ridge, Ltd.

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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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:**  
Zieben Family Trust/99% Owner of DEZHC, LLC

**Email Address:**  
lee@ziebengroup.com

**City & State of Home Addr:**  
Houston, TX

**Applicant Legal Name:**  
Cottages Cedar Ridge, Ltd.

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.

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| Person/Role: | DEZMM, LLC/1% Owner of DEZHC, LLC |
| Email Address: | lee@ziebengroup.com |
| City & State of Home Addr: | Houston, TX |
| Applicant Legal Name: | Cottages Cedar Ridge, Ltd. |

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:  
Email Address:  
City & State of Home Addr:  
Applicant Legal Name:  

| Person/Role: | Tiffany Cornelius |
| Email Address: | tcornelius@ticodevelopmentllc.com |
| City & State of Home Addr: | Kyle, Texas |
| Applicant Legal Name: | Cottages Cedar Ridge, Ltd. |

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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<td>Email Address:</td>
<td><a href="mailto:tcornelius@ticodevelopmentllc.com">tcornelius@ticodevelopmentllc.com</a></td>
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<tr>
<td>City &amp; State of Home Addr:</td>
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### Additional Information

- **Email Address:** tcornelius@ticodevelopmentllc.com
- **City & State of Home Address:** Kyle, Texas
TAB 40

NONPROFIT PARTICIPATION
Nonprofit Participation

**Nonprofit Set-Aside (Competitive HTC Applications Only)**

**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 organization's participation in the Application and naming all members of the board and employees who may act on its behalf.**

2/27/2020
TAB 41

NONPROFIT SUPPORTING DOCUMENTATION
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
TAB 43
ENGINEER/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.
**Engineer/Architect Certification**

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 CFR Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) certify that the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 CFR. Part 8 and Tex. Gov’t Code §§2306.6722 and 2306.6730, will be met as described in 10 TAC Chapter 1, Subchapter B, including the accessibility requirements relating to Unit Type distribution.

I (We) certify that I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) acknowledge that the Department may publish the full Development Plan on the Department’s website, release the Development Plan in response to a request for public information and make other use of the Development Plan as authorized by law.

I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov’t Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) meet the requirements at 10 TAC
§11.101(b)(8)(B), or the Applicant has requested a waiver of specific provisions of 10 TAC §11.101(b)(8)(B) as necessary for Rehabilitation Developments.

I (We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B will be dispersed throughout the Development.

If the Applicant is applying for Multifamily Direct Loan funds, I (We) further certify that the Development meets the Property Standards in 24 CFR §92.251 or 24 CFR §93.301 and as further outlined in 10 TAC Chapters 11 and 13, as applicable.

If the Applicant is applying for Housing Tax Credits, Tex. Gov’t Code §2306.6712(d)(4) requires that the board by vote approve or reject an amendment that would result in a reduction of 3% or more in the square footage of the units or common areas. I (We) certify that the net rentable square footage of the Development is 58,374 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 2,425 square feet. This certification will be applied for square footage comparison at Cost Certification, unless the application is amended prior to Cost Certification.

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect after careful review of the Department’s accessibility requirements, including Tex. Gov’t Code §§2306.6722 and 2306.6730.

By: [Signature]

Date: [03/01/2020]

[Printed Name]

[License Number and State]

[Institution Name]

Page 2 of 2

January 8, 2020
TAB 44

EXPERIENCE

CERTIFICATE
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

**Evidence of experience behind this tab includes:**

- [X] An Experience certificate issued by the Department under the 2014-2019 Uniform Multifamily Rules.
- [ ] An Experience certificate issued by the Department under the 2020 QAP.
- [ ] An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- [ ] Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(h)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- [ ] Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(h)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

[http://fedgov.dnb.com/webform](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](https://sam.gov/portal/public/SAM)

Applicants may provide this information with the Application or upon award.

- [ ] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- [ ] Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- [ ] Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- [ ] Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
October 10, 2016

Mr. Lee Zieben
1980 Post Oak Boulevard, Suite 2020
Houston, Texas 77056

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2016 UNIFORM MULTIFAMILY RULES

Dear Mr. Zieben:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. …

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
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).

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cottages Cedar Ridge, Ltd</td>
<td>No</td>
</tr>
<tr>
<td>2.</td>
<td>Cottages Cedar Ridge I, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3.</td>
<td>Cottages Cedar Ridge Development, LLC</td>
<td>No</td>
</tr>
<tr>
<td>4.</td>
<td>Zieben Group</td>
<td>No</td>
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<tr>
<td>5.</td>
<td>Lee Zieben</td>
<td>No</td>
</tr>
<tr>
<td>6.</td>
<td>TICO Development, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>7.</td>
<td>Tiffany Cornelius</td>
<td>Yes Submit Part II</td>
</tr>
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<td>8.</td>
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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 b. above.

By:  
Signature of Applicant  
Date  
Its: Managing General Partner
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: TICO Development, LLC

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
□ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
□ a Developer for the Applicant for this specific Application
□ an Affiliate to the Applicant
□ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulf Shore Villas</td>
<td>10</td>
<td>Rockport</td>
<td>51.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>The Foxtail Cottages</td>
<td>11</td>
<td>San Juan</td>
<td>51.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>The Enchanted Gardens</td>
<td>10</td>
<td>Victoria</td>
<td>51.00%</td>
<td>80.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Lee Zieben 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]

Date: 2/28/2020
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: Tiffany Cornelius

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>80.00%</td>
</tr>
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</table>

I acknowledge that _Should be same as signer of Development Owner Certification._ 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: Tiffany Cornelius  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name  
Date  
2/28/20
TAB 46
COMMUNITY INPUT
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.**
     - Points Requested: 17
     - City of Elgin
     - Name of Local Government Body
     - Name of Local Government Body (if applicable)
     - ** 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: 8
     - OR
     - Letter stating that no letter expressing support, neutrality, or opposition will be provided is included behind this tab.**
     - No letter from a State Representative is included behind this tab.
     - ** Note that if there is no Representative, both items will be scored as neutral. Letters are due February 28, 2020.

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. Bastrop Community Senior Center
       - Name of Community Organization
       - Katherine Metcalf
       - Contact Name
       - ** Support
       - ** Opposition
     - B. Bastrop County Cares
       - Name of Community Organization
       - Debbie Bresette
       - Contact Name
       - ** Support
       - ** Opposition
     - C. Combined Community Action, Inc
       - Name of Community Organization
       - Kelly Franke
       - Contact Name
       - ** Support
       - ** Opposition
     - D. 
       - Name of Community Organization
       - Contact Name
     - E. 
       - Name of Community Organization
       - Contact Name
     - F. 
       - Name of Community Organization
       - Contact Name
RESOLUTION NO. 2020-02-04-07

A RESOLUTION OF THE CITY OF ELGIN, TEXAS SUPPORTING AN APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2020 HOUSING TAX CREDITS FOR THE PROPOSED COTTAGES OF CEDAR RIDGE PROJECT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Cottages Cedar Ridge, Ltd., has developed a concept plan for the development of affordable rental housing within the City of Elgin at the southwest corner of County Line Rd. and FM1100, being further described as Lot 1, Crescent Village Section 1 (8.262 Acres in Travis County), Property ID 557512 as further described by metes and bounds attached hereto; and,

WHEREAS, the Project will be named the Cottages at Cedar Ridge in the City of Elgin, Texas; and,

WHEREAS, the developers, Cottages Cedar Ridge, Ltd., 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 The Cottages at Cedar Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, THAT:

Section 1. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. The City Council hereby confirms its support for the general concept currently proposed by the Cottages at Cedar Ridge development.

Section 3. The City Council further hereby confirms that upon successful award of 2020 Competitive 9% Housing Tax Credits, the City will provide reduced fees or a contribution of other value that equals a minimum of $250.00 for the benefit of the Cottages at Cedar Ridge project.

Section 4. The City Council does hereby further confirm that for and on behalf of the City of Elgin, the Mayor is authorized, empowered, and directed to certify this Resolution to the Texas Department of Housing and Community Affairs.

Section 5. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

Section 6. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 4th day of February, 2020

CHRIS CANNON, Mayor

ATTEST:

AMELIA SANCHEZ, City Secretary
February 27, 2020

Mr. Lee Zieben  
Cottages at Cedar Ridge, Ltd.  
1980 Post Oak Blvd., Suite 2020  
Houston, Texas 77056  

RE: The Cottages at Cedar Ridge, TDHCA Application #20342

Dear Mr. Zieben:

I have received the public notification for your proposed development known as The Cottages at Cedar Ridge to be located at the corner of County Line Rd. and FM 1100, Elgin, Texas. This proposed development is in House District 50, which I represent.

I am pleased to lend my support to this project which will serve the constituents in my district. Please accept my best wishes as you continue your effort to bring this much needed affordable senior community to the senior citizens of Elgin. I appreciate your interest in our community.

Should you have any questions regarding this letter, please do not hesitate to contact me at (512) 463-0821.

Sinceramente,

Celia Israel  
Texas State Representative, District 50
February 24, 2020

Texas Department of Housing and Community Affairs  
221 East 11th St.  
Austin, TX 78701

RE: Cottages at Cedar Ridge (TDHCA #20342)

Dear TDHCA:

I am pleased to write this letter in support of the proposed Tax Credit Application #20342 = The Cottages at Cedar Ridge to be located at the corner of County Line Road and N. Avenue C in Elgin, TX.

Combined Community Action, Inc. is a 501c3 nonprofit organization that serves the Elgin Community by providing residents utility assistance, Meals on Wheels, rental assistance, case management, weatherization assistance, to name a few. As an organization that regularly works within the area and has a primary purpose of bettering the community, we believe that The Cottages at Cedar Ridge will serve the residents well and will promote a high quality of life. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Should you have any questions or concerns, please do not hesitate to contact me at 979/540-2999 or email me at KJFranke@ccaction.com. Thank you for your consideration.

Sincerely,

[Signature]

Kelly Franke  
Executive Director
Combined Community Action, Inc. is a 501(c)3 non-profit organization that has been providing services since March 1966 to help change lives and assist people in our communities. The following are programs that are available at our agency, as funds allow on a case-by-case basis. Please visit the program directly to learn more.

DONATE NOW »

NEEDS ASSESSMENT SURVEY
Children and Pregnant Women Program (CPW)

Comprehensive Energy Assistance Program (CEAP)

Emergency Solutions Grant (ESG)

Meals On Wheels
Debbie Bresette  
Executive Director, Bastrop County Cares  
P.O. Box 1148  
Bastrop, TX 78602  
512-922-9578  
debbie@bastropcares.org

February 21, 2020

Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Cottages at Cedar Ridge (TDHCA # 20342)

Dear Texas Department of Housing and Community Affairs –

I am pleased to write this letter in support of the proposed Tax Credit Application #20342 – The Cottages at Cedar Ridge – to be located at the corner of County Line Road and N. Avenue C in Elgin, Texas.

Bastrop County Cares is a tax-exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Our organization has supported affordable housing in the past through collaborative work performed by our Workforce Housing Coalition. We believe strongly that this project would further advance the mission of this group, and as such throw the full weight of our support behind this proposal.

Again, we are very pleased to lend our support to The Cottages at Cedar Ridge housing tax credit application.

Sincerely,

[Signature]

Debbie Bresette  
Executive Director, Bastrop County Cares
About Us

Bastrop County Cares, a nonprofit organization wide partnership working to develop comprehensive community initiatives by identifying community, collecting and analyzing data, and bringing together collaborative partnerships that will result in core solutions. We identify large community issues that an organization cannot tackle on its own and build advance policy, and mobilize and leverage funds.

We want to ensure that all individuals in Bastrop share in the social fabric of our community, access educational programs, be economically stable, healthy, full lives in our wonderful Bastrop County community.

Our Mission

Bastrop County Cares, a 501 C (3) entity, is a county-wide partnership of public, private, faith-based and nonprofit organizations, institutions, and individuals which collaboratively identifies and strengthens the social, health, education, and economic opportunities in Bastrop County.

Our Vision

To improve the lives of people in the Bastrop County community.

Core Values
Love
We share a common compassion for our neighbors

Knowledge
We rely on research and data to inform our work

Collaboration
We believe in the power of working together to accomplish a greater good

Action
We expect outcomes that will improve the lives of people in the Bastrop community

Our Board of Directors

Catherine Pressler
Co-chair

Sherry Armstrong
Co-chair

Randi Fishbeck
Joni Foster
Mark Rose
Olivia Brown
April Daniels

Willie De La Rosa
LeeAnne Pacatte
Jill Srube
Ken Kesselus
Nancy Scott
Priscilla Ruiz

Leadership Council
The Leadership Council is comprised of community leaders who have an interest in Bastrop County and the ability to leverage resources, connections, and power to support the work of Bastrop County Cares.
They serve as an advisory group for the Bastrop County Cares Board

https://www.bastropcares.org/about
Bastrop County Judge Paul Pape
Chair

Adena Lewis
Alonzo Reyes
Andrea Richardson
April Daniels
Barbara Marchbanks
Barbara Schafer
Becki Womble
Bernie Jackson
Betty Voights
Bettye Lofton
Brenda Page
Brenda Frizzell
Chuck Kellogg
Clara Beckett
Colton Staben
Connie Schroeder
Dave Marsh
David Gahagan
Deborah Jones
Dr. Desmar Walkes
Frances Williams
Gwen Johnson
Janice Bruno
Jill Strube
Jodi Duron
Johnny Sanders
Jose Gonzales
Kristi Lee
Laura Krcmar
Lynda Humble
Lynn Fretich
Maureen Stanek
Chris Cannon
Michal Hubbard
Mike Goebel
Molly McClure
Rachel Bauer
Rachel Clampfer
Reid Sharp
Rhonda Mundhenk
Rick Arnic
Robert Tamble
Roberto Santoy
Ron Jones
Sumai Lokumbe
Susan Farris
Tom Scott
Willie Pina
Willie Schickeisen

https://www.bastropcares.org/about
February 24, 2020

Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Cottages at Cedar Ridge (TDHCA # 20342)

Dear Texas Department of Housing and Community Affairs:

I am pleased to write this letter in support of the proposed Tax Credit Application #20342 – The Cottages at Cedar Ridge to be located at the corner of County Line Road and N. Avenue C in Elgin, Texas.

Bastrop Community Senior Center is a tax-exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Again, we are very pleased to lend our support to The Cottages at Cedar Ridge housing tax credit application.

Sincerely,

Katherine Metcalf
President
Bastrop Community Senior Center
Welcome to the Bastrop Community Senior Center located in the most historic town in Texas. Bastrop, founded in 1832, takes pride in its role in Texas history with 130 structures designated as national historic sites. Bastrop is the ideal place for senior
adults seeking to live in a small town atmosphere that also features a friendly, active, adult community.

The Bastrop Community Senior Center is a place where individuals fifty (50) years of age and over can join other mature adults in a variety of fun, recreational, healthful and educational activities. Fellowship provides support of membership that is found nowhere else for our aging population and encourages active involvement in the Senior Center activities and in the community at large. The Senior Center works with other local agencies as an advocate identifying gaps in services, seeking to make needed services more acceptable to older persons and encouraging agencies and organization to meet the needs of our senior members.

Our members can actively take part in regularly scheduled or special events such as:

- Quilting
- Line dancing
- Arts & Crafts
- Live music nights
- Exercise classes
- Luncheons
- Holiday parties
- Classes to help you learn new skills or lifestyle enrichment
- Health screening

Click on the Calendar and Senior Scoop buttons above to learn more about Bastrop Community Senior Center activities.

---

**How to Join**

Joining is easy. Individuals 50 years of age and over complete a Membership Application Form, pay the $25.00 annual membership dues, and be ready to have some fun!

**Contact Us**

Bastrop Community Senior Center

1209 Linden St., Bldg 1, Bastrop, TX 78602 | (512) 303-0072 | BastropCommunitySeniorCenter@gmail.com

© 2019 by Bastrop Community Senior Center. All rights reserved. Bastrop, Texas | Privacy Policy | Designed by Bastrop Vista
TAB 47
THIRD PARTY REPORTS
**Required Third Party Reports**

ALL third-party reports must include the following statement:

"All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

<p>| | |</p>
<table>
<thead>
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<tr>
<td><strong>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</strong></td>
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<tr>
<td>Prepared by: Phase Engineering</td>
<td>Date of Report: 2/21/2020</td>
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<td>Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.</td>
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<td>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.</td>
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<tr>
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<td>Development is funded by USDA and is not required to supply an ESA.</td>
</tr>
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<tr>
<td><strong>2. Environmental Clearance (Direct Loan applications only)</strong></td>
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</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td>Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
</tr>
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<tr>
<td></td>
<td>Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. <a href="http://www.tdhca.state.tx.us/program-services/environmental/index.htm">http://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
</tr>
<tr>
<td></td>
<td>Name of Firm:</td>
</tr>
<tr>
<td></td>
<td>Contact Person:</td>
</tr>
<tr>
<td></td>
<td>Contact Telephone: Email:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. Primary Market Area Map</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[X] Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
</tr>
<tr>
<td>Prepared by: Market Apartment Data</td>
<td>Date of Report: 2/15/2020</td>
</tr>
<tr>
<td>Development Site Location:</td>
<td></td>
</tr>
<tr>
<td>Longitude: -97.402849</td>
<td>Latitude: 30.363955</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4. Scope and Cost Review (SCR) (formerly PCA)</strong></td>
<td></td>
</tr>
<tr>
<td>Prepared by: --Complete on Development Team (Tab 42)--</td>
<td>Date of Report:</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td><strong>5. Appraisal</strong></td>
<td></td>
</tr>
<tr>
<td>Prepared by: --Complete on Development Team (Tab 42)--</td>
<td>Date of Report:</td>
</tr>
<tr>
<td></td>
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<tr>
<td><strong>6. Feasibility Report</strong></td>
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</tr>
<tr>
<td>Prepared by: Carney Engineering</td>
<td>Date of Report: 2.26.20</td>
</tr>
<tr>
<td>Provider: Apartment MarketData, LLC</td>
<td>Date: 2/21/2020</td>
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<tr>
<td>-----------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Contact: Darrell G Jack</td>
<td>Phone: (210) 530-0040</td>
</tr>
<tr>
<td>Development: The Cottages at Cedar Ridge</td>
<td>Target Population: Elderly</td>
</tr>
<tr>
<td>Definition of Elderly Age: 55</td>
<td></td>
</tr>
<tr>
<td>Site Location: County Line Rd, S of FM 1100</td>
<td>City: Elgin</td>
</tr>
<tr>
<td>Site Coordinates:</td>
<td>Latitude</td>
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<td>-----------------</td>
<td>----------</td>
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<tr>
<td>30.363160</td>
<td>-97.404155</td>
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<td>(decimal degree format)</td>
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<td>Primary Market Area (PMA) page</td>
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<td>64.22</td>
<td>Square Miles</td>
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<td>Census Tracts</td>
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<td>480219502.00</td>
<td>484530018.54</td>
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</table>
PHASE 1
ENVIRONMENTAL SITE ASSESSMENT
(TO BE SUBMITTED SEPARATELY)
PROPERTY CONDITION ASSESSMENT
(TO BE SUBMITTED SEPARATELY)
MARKET ANALYSIS

(TO BE SUBMITTED SEPARATELY)
TAB 48

TIE-BREAKER
### Tie-Breaker Information

**Tie-Breaker #1 (10 TAC §11.7(1))**
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years, 17.0341 (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 14</th>
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</thead>
<tbody>
<tr>
<td>Poverty Rate is less than 17.0341.</td>
<td>Yes</td>
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<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
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<tr>
<td>Poverty Rate is less than 32.0341.</td>
<td>No</td>
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<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
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<tbody>
<tr>
<td>Poverty Rate is less than 22.0341.</td>
<td>No</td>
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Rent Burden Rank = 4163 (lower number wins tie)

**Tie-Breaker #2 (10 TAC §11.7(2))**
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

Development Longitude: -97.402849
Development Latitude: 30.363955
Target Population: Elderly
Closest Development serving same Population:
Application Number:
Address:
Year of Award:

2/28/2020
DEFICIENCY
DOCUMENTS
SCORING NOTICE
THIRD-PARTY REQUESTS
FOR ADMINISTRATIVE
DEFICIENCY
June 9, 2020

Donna L. Zimmerman
JZ-LZ AH BETCO, LLC
1329 E. Lark Street
Springfield, MO 65804

RE: REQUEST FOR ADMINISTRATIVE DEFICIENCY: 20342 The Cottages at Cedar Ridge

Dear Ms. Zimmerman:

The Texas Department of Housing and Community Affairs (the "Department") is in receipt of your Third Party Request for Administrative Deficiency (RFAD) requesting that the Department review the Application above to determine whether the Application qualifies for points under Readiness to Proceed. I find that the assertion(s) in the RFAD have been addressed through the Application review and deficiency process, and the RFAD does not contain new information. For your information, the issue is scheduled to be presented to the Board as a scoring appeal on June 25, 2020.

Staff will provide to the Board, at its meeting of June 25, 2020, a written report summarizing each third party request for administrative deficiency and the manner in which it was addressed. You may provide testimony on this report before the Board takes any formal action to accept the report. The results of a RFAD may not be appealed by the requestor.

For purposes of staff’s review of the request, the matter is considered closed. If you have questions or require further information, please contact me.

Sincerely,
Marni Holloway
Multifamily Division Director

Cc: Lee Zieben
Charisse Harris
Date: 5/1/2020

Marni Holloway, Director of Multifamily Finance
Sharon Gamble, 9% HTC Administrator
Texas Department of Housing and Community Affairs
221 E 11th Street
Austin, Texas 78701

Re: §11.10. Third Party Request for Administrative Deficiency;
TDHCA Application #20342 – The Cottages at Cedar Ridge, Elgin, Texas;

Dear Ms. Holloway and Gamble,

Pursuant to §11.10 of the 2020 Qualified Allocation Plan (the “QAP”), please let this letter serve as our Third-Party Request for Administrative Deficiency (“RFAD”) with regards to Application # 20342 (the "Cottages at Cedar Ridge Application"). A copy of this request is being delivered concurrently to representatives of the Cottages at Cedar Ridge Application.

In order to qualify for five points under §11.9(c)(8) of the QAP associated with readiness to proceed ("RTP Points"), a proposed development needs to satisfy all requirements listed under §11.9(c)(8) of the QAP.

§11.9(c)(8) states the following: “Readiness to proceed in disaster impacted counties. An Application for a proposed Development that is located in a county declared by the Federal Emergency Management Agency to be eligible for individual assistance within three years preceding December 1, 2019, that provides a certification that they will close all financing and fully execute the construction contract on or before the last business day of November, or as otherwise permitted under subparagraph (C) of this paragraph. For the purposes of this paragraph only, an Application may be designated as “priority.”

The Cottages at Cedar Ridge Application is located at approximately County Line Road/North Avenue C, Elgin, Texas 78621 (the "Proposed Development Site"). The Proposed Development Site falls entirely within census tract #48453001854, which is located in Travis county. Travis county has not had an individual assistance declaration from Federal Emergency Management Agency ("FEMA") within the preceding three years from December 1, 2019. Travis county did have a FEMA declaration on February 25, 2019 (DR – 4416) that was eligible for public assistance (see Exhibit A), but the QAP requirement is for counties that receive individual assistance, not public assistance. Furthermore, even though the Cedar Ridge Application provided support in the application that identifies Travis county as being eligible to claim RTP Points (see Exhibit B), the Department corrected this error and published another Readiness to Proceed list on November 22, 2019, that removed these ineligible counties. This updated list was accompanied with a list serve announcement on November 22, 2019 that specifically identified the error and listed the counties that were affected by this correction, which specifically names Travis county as one of the affected counties ineligible for RTP Points (see Exhibit D). Moreover, the final list of counties published by the Department on January 22,
2020, clearly does not include Travis county as being eligible to claim RTP Points (see Exhibit C). It is the applicant’s responsibility to independently verify information provided by the Department, and it is also the applicant’s responsibility to ensure the information being used in the application is the most up-to-date information available (where applicable). The QAP specifically speaks to the applicant’s responsibility of due diligence in §11.1(b), which states the following: “It remains the sole responsibility of the Applicant to perform independently the necessary due diligence to research, confirm, and verify any data, opinions, interpretations, or other information upon which an Applicant bases an Application or includes in any submittal in connection with an Application.”

Therefore, we believe the Cottages at Cedar Ridge Application fails to be eligible to claim RTP Points because the Proposed Development Site is not located in a county that is eligible under the requirements of §11.9(c)(8) of the QAP. Accordingly, we request staff deny the Cedar Ridge Application as being eligible to claim points under §11.9(c)(8), which would result in a loss of five points from the Cottages at Cedar Ridge Application final score.

If you have any questions or would like to discuss these items further, please do not hesitate to contact me or my staff at (417) 885-3500 or via email at mforster@wilhoitproperties.com any time.

Sincerely,

[Signature]

Donna L. Zimmerman, Member
JZ – LZ AH BETCO, LLC
Exhibit A

Texas Severe Storms And Flooding (DR-4416)

Incident Period: September 10, 2018 - November 02, 2018
Major Disaster Declaration declared on February 25, 2019

PDF of Map (//gis.fema.gov/maps/dec_4416.pdf)  Google Earth (//gis.fema.gov/maps/dec_4416.kmz)  Need help with this map? (/webform/ask-question)

Total Public Assistance Grants
Dollars Obligated: $43,927,074.98

Expand All Sections
## 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 November 20, 2019

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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.irl.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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The Texas Department of Housing and Community Affairs’ (TDHCA) Multifamily Finance Division has posted revised 2020 Multifamily Uniform Application materials at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

The 2020 List of Declared Disaster Areas posted on Wednesday, November 20, 2019, has been revised to incorporate the following:

10 TAC Section 11.9(c)(8), related to readiness to proceed in disaster impacted counties, requires that in order for a county to qualify an application for scoring under this item, the county must be declared by the Federal Emergency Management Agency (FEMA) to be eligible for individual assistance within three years preceding December 1, 2019. On February 25, 2019, FEMA issued major disaster declaration 4416-DR?TX, amended on March 29, 2019, which together designated 35 counties as eligible for public assistance, but not for individual assistance as required by the rule. The following counties were included in the 2020 List of Declared Disaster Areas in error:


Grimes County remains eligible because it is included under FEMA major disaster declaration 4332-DR-TX, which includes counties impacted by Hurricane Harvey. This revision does not affect the list of counties eligible for points under 10 TAC Section 11.9(d)(3), related to declared disaster areas.

The 2020 Draft Multifamily Uniform Application posted on Monday, November 18, 2019, has been revised to incorporate the following:

- Tab 6b, Multifamily Direct Loan (MFDL) Self Score, has been added. The form is only applicable if MFDL funds are requested and will self-populate based on scoring selections made throughout the Application. As with 9% housing tax credit applications, Applicants are not required to request points.

- Tab 17, Development Narrative, Section 6: the drop-down boxes under "Multifamily Direct Loan Only" (Y88 and AH88) were unlocked. The boxes are only applicable if MFDL funds are requested.

- Tab 19, Development Activities II, Section 3: a new MFDL scoring item, Subsidy per Unit, has been added. The item is only applicable if MFDL funds are requested.

The Payment Receipt posted on Wednesday, November 20, 2019, has been revised to add a selection box for the 4% HTC Certificate of Bond Reservation, which must be received by TDHCA before a 4% application can be accepted.

If you have questions about any of the posted documents, please contact TDHCA Competitive HTC Program Administrator Sharon Gamble at sharon.gamble@tdhca.state.tx.us.
Please do not reply to this email. It is from an unattended email address. To contact the Texas Department of Housing and Community Affairs, get more information, or view a slideshow of recent TDHCA activities, visit http://www.tdhca.state.tx.us/ in your Web browser. Like us on facebook (http://www.facebook.com/TDHCA) and follow us on twitter (http://twitter.com/TDHCA).

Login to your email list account to edit your subscription:
http://maillist.tdhca.state.tx.us/list/login.html?lui=f9mu0g2g&mContainer=2&mOwner=G382s2w2r2p&mAddress=lora%40BETCODEV.COM

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Lora Myrick
President
812 San Antonio, Suite L-14
Austin, Texas 78701
(512) 785-3710
www.betcohousinglab.com
REA DIVISION RFI DOCUMENTS
BOARD ACTION
May 12, 2020

Cynthia L. Bast
Locke Lord
600 Congress, Ste. 2200
Austin Texas 78701

RE: SCORING APPEAL RESPONSE FOR 20342 THE COTTAGES AT CEDAR RIDGE, ELGIN

Dear Ms. Bast:

The Texas Department of Housing and Community Affairs received your appeal dated May 7, 2020, regarding scoring for the Application named above. Staff found that the Application did not qualify for five points under 10 TAC §11.9(d)(8) related to Readiness to Proceed in a disaster impacted county (RTP) because the Application is located in Travis County, which is not an eligible county under the rule. The previously published application score was reduced by five points, pending the Applicant’s ability to appeal.

Per the rule, in order to qualify for points under RTP, the Development Site must be located in a county declared by the Federal Emergency Management Agency (FEMA) to be eligible for individual assistance within three years preceding December 1, 2019. Per the appeal, Travis County was included in FEMA declaration 4416-DR-TX, issued on March 22, 2016. The declaration was amended nine times: twice to adjust the incident period to May 22, 2016, through June 24, 2016; six times to add counties to the declaration, and on August 1, 2016, and March 1, 2017, to indicate a change in FEMA personnel. The appeal suggests that each of these amendments amounts to a new declaration, so that Travis County was “declared” to be in a disaster area on March 1, 2017, and therefore within the time frame required by the rule. The appeal also asserts that “[e]ven if Travis County is not an eligible county under §11.9(c)(8), the Applicant relied on TDHCA's published guidance and therefore TDHCA should deem it eligible.”

After reviewing the appeal, I have determined that Travis County was declared to be in a disaster area on March 22, 2016. While the amendments established different dates of declaration for the counties subsequently added, they did not change the declaration date for Travis County. That date
remains March 22, 2016, which is outside the time frame contemplated by the rule. It is also clear to me that while on November 20, 2019, Staff published a list of counties eligible for points under RTP that included Travis County in error, Staff also posted a corrected list two days later on November 22, 2019, and followed the posting that same day with a list serve announcement explaining the change. Per 10 TAC §11.1(b) related to Due Diligence and Applicant Responsibility:

Department staff may, from time to time, make available for use by Applicants information and informal guidance in the form of reports and responses to specific questions. The Department encourages communication with staff in order to clarify any issues that may not be fully addressed in the QAP, or may be unclear when applied to specific facts. However, while these resources are offered to help Applicants prepare and submit accurate information, Applicants should also appreciate that this type of guidance is limited by its nature, and that staff will apply the rules of the QAP to each specific situation as it is presented in the submitted Application.

Because the appeal did not provide clear evidence that Travis County was declared by FEMA to be eligible for individual assistance within three years preceding December 1, 2019, I find that Staff was correct in concluding that the Application does not qualify for five points under §11.9(c)(8) related to RTP. Accordingly, I am denying the appeal. If you are not satisfied with this decision, you may file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §11.902 of the 2020 QAP for full instruction on the appeals process. Please note that §11.902(f) of the 2020 QAP and Tex. Gov’t Code §2306.6715(c) limit Board review of an Application on appeal to the original Application and those documents contained within the Application.

If you have any questions or require further information, please contact Marni Holloway, Multifamily Finance Director, at marni.holloway@tdhca.state.tx.us.

Sincerely,

Bobby Wilkinson
Executive Director
May 7, 2020

Via Email

Mr. Bobby Wilkinson  
Executive Director  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

Re: The Cottages at Cedar Ridge, Elgin (20342)  
Appeal for Scoring

Dear Bobby:

We represent the Applicant\(^1\) for the Development referenced above, which has applied for 2020 Housing Tax Credits. This letter responds to the Notice of Scoring Adjustment issued April 30, 2020 in which TDHCA denied the Application's request for readiness to proceed points under §11.9(c)(8). Specifically, the letter stated:

> On November 20, 2019, the Department posted a list of counties eligible for points under Readiness to Proceed that inadvertently included counties named in FEMA Declaration 4416 (see attached), which were eligible for public assistance but not for individual assistance. The Department posted a corrected list on November 22, 2019 (see attached). Because Travis County is not an eligible county, the Application is not eligible for the five (5) points requested under §11.9(c)(8), subject to your ability to appeal.

**A. Our client believes Travis County is an eligible county under §11.9(c)(8).**

Section 11.9(c)(8) provides that an Application may receive five points if the proposed Development is located in a county FEMA declared "to be eligible for individual assistance within three years preceding December 1, 2019." The Development at issue is located in Travis County. At issue is FEMA's declaration that Travis County is eligible for individual assistance, first made on June 11, 2016 (the "Initial Declaration," attached hereto as Exhibit A). The Initial Declaration was subsequently amended nine times to include additional counties and clarify other administrative matters (collectively, the "Amendments," attached hereto as Exhibit B). The last of the Amendments is dated effective as of March 1, 2017. Because the Initial Declaration as amended by the Amendments is last dated in 2017, Travis County received a FEMA declaration

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\(^1\) Capitalized terms used but not defined in this letter shall have the meanings given them in the 2020 QAP.
within three years preceding December 1, 2019 and is an eligible county under §11.9(c)(8). Therefore, we respectfully ask that you restore these points.

B. Even if Travis County is not an eligible county under §11.9(c)(8), the Applicant relied on TDHCA's published guidance and therefore TDHCA should deem it eligible.

Nevertheless, even if you now determine Travis County is not an eligible county under the readiness to proceed rules, the Applicant relied on TDHCA's prior publish guidance to the fact that it is. On November 20, 2019, TDHCA published a list of eligible counties under §11.9(c)(8) (the "Eligible County List"). The Eligible County List provided that Travis County was indeed eligible under §11.9(c)(8). TDHCA's Notice of Scoring Adjustment indicates that the Eligible County List was subsequently updated; however, before the new list was issued, our client had already begun acting on TDHCA's published guidance. To our client's knowledge no such eligible county list has ever been amended in this way. Because the Applicant relied on TDHCA's published guidance, it would be unfair to revoke the points obtain in reliance thereon, and we therefore respectfully ask that you restore these points.

Sincerely,

Cynthia L. Bast

cc: AHG Properties, LLC
TICO Development, LLC

Exhibit A -- Notice of Scoring Adjustment
Exhibit B -- Initial Declaration
Exhibit C -- Amendments
Lee Zieben  
Cottages Cedar Ridge, Ltd.  
1980 Post Oak Blvd., Ste. 2020  
Houston, Texas 77056

RE: NOTICE OF SCORING ADJUSTMENT: 20342 THE COTTAGES AT CEDAR RIDGE, ELGIN

Dear Mr. Zieben:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of the Application named above. Upon review, staff has determined that the Application does not qualify for points under 10 TAC §11.9(c)(8) of the 2020 Qualified Allocation Plan (QAP) related to Readiness to Proceed because the Development Site is not located in an eligible county. Per the rule:

(8) Readiness to proceed in disaster impacted counties. An Application for a proposed Development that is located in a county declared by the Federal Emergency Management Agency to be eligible for individual assistance within three years preceding December 1, 2019, that provides a certification that they will close all financing and fully execute the construction contract on or before the last business day of November or as otherwise permitted under subparagraph (C) of this paragraph.

On November 20, 2019, the Department posted a list of counties eligible for points under Readiness to Proceed that inadvertently included counties named in FEMA Declaration 4416 (see attached), which were eligible for public assistance but not for individual assistance. The Department posted a corrected list on November 22, 2019 (see attached). Because Travis County is not an eligible county, the Application is not eligible for the five (5) points requested under §11.9(c)(8), subject to your ability to appeal.

An appeals process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in §11.902 of the 2020 QAP. If you wish to appeal this decision to the Executive Director, the appeal must be filed, in writing, with the Department not later than seven (7) calendar days after the date of this notification. Please review §11.902 of the 2020 QAP for full instruction on the appeals process. Please note that §11.902(f) of the 2020 QAP and Tex. Gov’t
Code §2306.6715(c) limit Board review of an Application on appeal to the original Application and those documents contained within the Application.

If you have questions or require further information, please contact me.

Sincerely,

Sharon D. Gamble
Competitive HTC Administrator
The Texas Department of Housing and Community Affairs' (TDHCA) Multifamily Finance Division has posted revised 2020 Multifamily Uniform Application materials at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

The 2020 List of Declared Disaster Areas posted on Wednesday, November 20, 2019, has been revised to incorporate the following:

- 10 TAC Section 11.9(c)(8), related to readiness to proceed in disaster impacted counties, requires that in order for a county to qualify an application for scoring under this item, the county must be declared by the Federal Emergency Management Agency (FEMA) to be eligible for individual assistance within three years preceding December 1, 2019. On February 25, 2019, FEMA issued major disaster declaration 4416-DR-TX, amended on March 29, 2019, which together designated 35 counties as eligible for public assistance, but not for individual assistance as required by the rule. The following counties were included in the 2020 List of Declared Disaster Areas in error:

- Grimes County remains eligible because it is included under FEMA major disaster declaration 4332-DR-TX, which includes counties impacted by Hurricane Harvey. This revision does not affect the list of counties eligible for points under 10 TAC Section 11.9(d)(3), related to declared disaster areas.

The 2020 Draft Multifamily Uniform Application posted on Monday, November 18, 2019, has been revised to incorporate the following:

- Tab 6b, Multifamily Direct Loan (MFDL) Self Score, has been added. The form is only applicable if MFDL funds are requested and will self-populate based on scoring selections made throughout the Application. As with 9% housing tax credit applications, Applicants are not required to request points.

- Tab 17, Development Narrative, Section 6: the drop-down boxes under "Multifamily Direct Loan Only" (Y88 and AH88) were unlocked. The boxes are only applicable if MFDL funds are requested.

- Tab 19, Development Activities II, Section 3: a new MFDL scoring item, Subsidy per Unit, has been added. The item is only applicable if MFDL funds are requested.

The Payment Receipt posted on Wednesday, November 20, 2019, has been revised to add a selection box for the 4% HTC Certificate of Bond Reservation, which must be received by TDHCA before a 4% application can be accepted.

If you have questions about any of the posted documents, please contact TDHCA Competitive HTC Program Administrator Sharon Gamble at sharon.gamble@tdhca.state.tx.us.
PUBLIC NOTICE FEMA 4416–DR–TX

Date of Notice:
Friday, March 22, 2019

The Federal Emergency Management Agency (FEMA) hereby gives notice to the public of its intent to reimburse eligible applicants for eligible costs to repair and/or replace facilities damaged by Severe Storms and Flooding between September 10, 2019 to November 2, 2019. This notice applies to the Public Assistance (PA), Individual Assistance (IA), and Hazard Mitigation Grant (HMGP) programs implemented under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207.

Under a major disaster declaration (FEMA 4416-DR–TX) signed by the President on February 25, 2019, the following counties have been designated adversely affected by the disaster and eligible for Public Assistance: Archer, Baylor, Brown, Burnet, Callahan, Comanche, Coryell, Dimmit, Edwards, Fannin, Franklin, Grimes, Haskell, Hill, Hopkins, Houston, Jones, Kimble, Kinney, Knox, Llano, Madison, Mason, McCulloch, Menard, Nolan, Real, San Saba, Sutton, Throckmorton, Travis, Uvalde, and Val Verde. Additional counties may be designated at a later date. All counties in the State of Texas are eligible for HMGP.

This public notice concerns activities that may affect historic properties, activities that are located in or affect wetland areas or the 100-year floodplain, and critical actions within the 500-year floodplain. Such activities may adversely affect the historic property, floodplain or wetland, or may result in continuing vulnerability to flood damage.

Presidential Executive Orders 11988 and 11990 require that all federal actions in or affecting the floodplain or wetlands be reviewed.
for opportunities to relocate, and evaluated for social, economic, historical, environmental, legal and safety considerations. Where there is no opportunity to relocate, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages. The public is invited to participate in the process of identifying alternatives and analyzing their impacts through this notification.

FEMA has determined that for certain types of facilities there are normally no alternatives to restoration in the floodplain/wetland. These are facilities that meet all of the following criteria: 1) FEMA’s estimate of the cost of repairs is less than 50-percent of the cost to replace the entire facility, and is less than $100,000; 2) the facility is not located in a floodway; 3) the facility has not sustained major structural damage in a previous presidentially declared flooding disaster or emergency; and 4) the facility is not critical (e.g., the facility is not a hospital, generating plant, emergency operations center, or a facility that contains dangerous materials). FEMA intends to provide assistance for the restoration of these facilities to their pre-disaster condition, except that certain measures to mitigate the effects of future flooding or other hazards may be included in the work. For example, a bridge or culvert restoration may include a larger waterway opening to decrease the risk of future washouts.

For routine activities, this will be the only public notice provided. Other activities and those involving facilities that do not meet the four criteria are required to undergo more detailed review, including study of alternate locations. Subsequent public notices regarding such projects will be published if necessary, as more specific information becomes available.

In many cases, an applicant may have started facility restoration before federal involvement. Even if the facility must undergo detailed review and analysis of alternate locations, FEMA will fund eligible restoration at the original location if the facility is functionally dependent on its floodplain location (e.g., bridges and piers), or the
project facilitates an open space use, or the facility is an integral part of a larger network that is impractical or uneconomical to relocate, such as a road. In such cases, FEMA must also examine the possible effects of not restoring the facility, minimize floodplain/wetland impacts, and determine both that an overriding public need for the facility clearly outweighs the Executive Order requirements to avoid the floodplain/wetland, and that the site is the only practicable alternative. State of Texas and local officials will confirm to FEMA that proposed actions comply with all applicable state and local floodplain management and wetland protection requirements.

FEMA also intends to provide HMGP funding to the State of Texas to mitigate future disaster damages. These projects may include construction of new facilities, modification of existing, undamaged facilities, relocation of facilities out of floodplains, demolition of structures, or other types of projects to mitigate future disaster damages. In the course of developing project proposals, subsequent public notices will be published if necessary, as more specific information becomes available.

The National Historic Preservation Act requires federal agencies to take into account the effects of their undertakings on historic properties. Those actions or activities affecting buildings, structures, districts or objects 50 years or older or that affect archeological sites or undisturbed ground will require further review to determine if the property is eligible for listing in the National Register of Historic Places (Register). If the property is determined to be eligible for the Register, and FEMA’s undertaking will adversely affect it, FEMA will provide additional public notices. For historic properties not adversely affected by FEMA’s undertaking, this will be the only public notice.

As noted, this may be the only public notice regarding the above-described actions under the PA, IA, and HMGP programs. Interested persons may obtain information about these actions or a specific project by writing to Kevin Jaynes, Regional Environmental Officer,
Federal Emergency Management Agency, Region 6, 800 North Loop 288, Denton, TX 76209 or by emailing FEMA-R6-EHP@fema.dhs.gov. Comments should be sent in writing within 15 days of the date of this notice.

Last Updated: 03/22/2019 - 09:58
FEMA Initial Notice

Date of Notice:
Saturday, June 11, 2016
Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2016-0001

Texas; Major Disaster and Related Determinations

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This is a notice of the Presidential declaration of a major disaster for the State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: June 11, 2016.

SUPPLEMENTARY INFORMATION: Notice is hereby given that, in a letter dated June 11, 2016, the President issued a major disaster declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. (the “Stafford Act”), as follows:

I have determined that the damage in certain areas of the State of Texas resulting from severe storms and flooding beginning on May 26, 2016, and continuing, is of sufficient severity and magnitude to warrant a major disaster declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. (the “Stafford Act”). Therefore, I declare that such a major disaster exists in the State of Texas.

In order to provide Federal assistance, you are hereby authorized to allocate from funds available for these purposes such amounts as you find necessary for Federal disaster assistance and administrative expenses.

You are authorized to provide Individual Assistance and assistance for emergency protective measures (Category B) under the Public Assistance program in the designated areas, Hazard Mitigation throughout the State, and any other forms of assistance under the Stafford Act that you deem appropriate subject to completion of Preliminary Damage Assessments (PDAs). Direct Federal assistance is authorized.
Consistent with the requirement that Federal assistance is supplemental, any Federal funds provided under the Stafford Act for Hazard Mitigation and Other Needs Assistance will be limited to 75 percent of the total eligible costs. Federal funds provided under the Stafford Act for Public Assistance also will be limited to 75 percent of the total eligible costs, with the exception of projects that meet the eligibility criteria for a higher Federal cost-sharing percentage under the Public Assistance Alternative Procedures Pilot Program for Debris Removal implemented pursuant to section 428 of the Stafford Act.

Further, you are authorized to make changes to this declaration for the approved assistance to the extent allowable under the Stafford Act.

The time period prescribed for the implementation of section 310(a), Priority to Certain Applications for Public Facility and Public Housing Assistance, 42 U.S.C. 5153, shall be for a period not to exceed six months after the date of this declaration.

The Federal Emergency Management Agency (FEMA) hereby gives notice that pursuant to the authority vested in the Administrator, under Executive Order 12148, as amended, William J. Doran III, of FEMA is appointed to act as the Federal Coordinating Officer for this major disaster.

The following areas of the State of Texas have been designated as adversely affected by this major disaster:
Austin, Brazoria, Brazos, Fort Bend, Grimes, Hidalgo, Hood, Montgomery, San Jacinto, Travis, Waller, and Washington Counties for Individual Assistance.

Austin, Brazoria, Brazos, Fort Bend, Grimes, Hidalgo, Hood, Montgomery, San Jacinto, Travis, Waller, and Washington Counties for emergency protective measures (Category B), including direct federal assistance, under the Public Assistance program.

All areas within the State of Texas are eligible for assistance under the Hazard Mitigation Grant Program.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/
W. Craig Fugate,

Administrator,

Federal Emergency Management Agency.

Last Updated: 06/13/2016 - 15:13
Exhibit C
Amendment No. 1

Date of Notice:
Wednesday, June 22, 2016
Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2016-0001

Texas; Amendment No. 1 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: June 22, 2016.

SUPPLEMENTARY INFORMATION: The notice of a major disaster declaration for the State of Texas is hereby amended to include the following areas among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of June 11, 2016.


The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

_________________________

W. Craig Fugate,

Administrator,
Amendment No. 2

Date of Notice:
Friday, June 24, 2016
Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2016-0001

Texas; Amendment No. 2 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: June 24, 2016.

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this disaster is closed effective June 24, 2016.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

____________________________________________

W. Craig Fugate,

Administrator,

Federal Emergency Management Agency.

Last Updated: 06/24/2016 - 14:09
Amendment No. 3

Date of Notice:
Wednesday, June 29, 2016
Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2016-0001

Texas; Amendment No. 3 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: June 29, 2016.

SUPPLEMENTARY INFORMATION: The notice of a major disaster declaration for the State of Texas is hereby amended to include the following areas among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of June 11, 2016.

Fayette, Harris, Kleberg, Palo Pinto, and Parker Counties for Individual Assistance.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

________________________________________

W. Craig Fugate,

Administrator,
Amendment No. 4

Date of Notice:
Friday, July 8, 2016
Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2016-0001

Texas; Amendment No. 4 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: July 8, 2016.

SUPPLEMENTARY INFORMATION: The notice of a major disaster declaration for the State of Texas is hereby amended to include the following areas among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of June 11, 2016.

Bandera, Brown, Caldwell, Houston, Jasper, and Polk Counties for Public Assistance.

Bastrop, Eastland, Fayette, and Kleberg Counties for Public Assistance (already designated for Individual Assistance.)

Fort Bend, Grimes, Hood, San Jacinto, and Washington Counties for Public Assistance [Categories A and C-G] (already designated for Individual Assistance and emergency protective measures [Category B], including direct federal assistance, under the Public Assistance program.)

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and
Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

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W. Craig Fugate,

Administrator,

Federal Emergency Management Agency.

Last Updated: 07/08/2016 - 15:48
Date of Notice:
Wednesday, July 20, 2016
Billing Code 9111-23-P

AGENCY: Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2016-0001

Texas; Amendment No. 5 to Notice of a Major Disaster Declaration

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: July 20, 2016.

SUPPLEMENTARY INFORMATION: The notice of a major disaster declaration for the State of Texas is hereby amended to include the following areas among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of June 11, 2016.

Bosque, Callahan, Coleman, Comanche, Erath, Falls, Fisher, Leon, Madison, Somervell, Trinity, and Walker Counties for Public Assistance.

Lee, Palo Pinto, Stephens, and Tyler Counties for Public Assistance (already designated for Individual Assistance.)

Brazos County for Public Assistance [Categories A and C-G] (already designated for Individual Assistance and emergency protective measures [Category B], including direct federal assistance, under the Public Assistance program.)

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and
Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

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W. Craig Fugate,

Administrator,

Federal Emergency Management Agency.

Last Updated: 07/21/2016 - 12:13
Amendment No. 6

Date of Notice:
Monday, July 25, 2016
Billing Code 9111-23-P

AGENCY: Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2016-0001

Texas; Amendment No. 6 to Notice of a Major Disaster Declaration

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: July 25, 2016.

SUPPLEMENTARY INFORMATION: The notice of a major disaster declaration for the State of Texas is hereby amended to include the following areas among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of June 11, 2016.

Hardin, Navarro, and Throckmorton Counties for Public Assistance.

Burleson and Liberty Counties for Public Assistance (already designated for Individual Assistance.)

Austin, Brazoria, Montgomery, and Waller Counties for Public Assistance [Categories A and C-G] (already designated for Individual Assistance and emergency protective measures [Category B], including direct federal assistance, under the Public Assistance program.)

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and
Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

W. Craig Fugate,
Administrator,
Federal Emergency Management Agency.

Last Updated: 07/25/2016 - 11:26
Amendment No. 7

Date of Notice:
Monday, August 1, 2016
Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2016-0001

Texas; Amendment No. 7 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster for the State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: August 1, 2016

SUPPLEMENTARY INFORMATION: Notice is hereby given that the incident period for this declared disaster is now May 22, 2016, through and including June 24, 2016.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

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W. Craig Fugate,

Administrator,

Federal Emergency Management Agency.

Last Updated: 08/01/2016 - 17:01

Send This Page.
Date of Notice: Monday, August 1, 2016
Billing Code 9111-23-P

Department of Homeland Security

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2016-0001

Texas; Amendment No. 8 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for the State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: August 1, 2016.

SUPPLEMENTARY INFORMATION: The notice of a major disaster declaration for the State of Texas is hereby amended to include the following area among those areas determined to have been adversely affected by the event declared a major disaster by the President in his declaration of June 11, 2016.

Hall County for Public Assistance.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households in Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050 Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

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W. Craig Fugate,

Administrator,

Federal Emergency Management Agency.
Amendment No. 9

Date of Notice:
Wednesday, March 1, 2017
Billing Code 9111-23-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Internal Agency Docket No. FEMA-4272-DR]

Docket ID FEMA-2017-0001

Texas; Amendment No. 9 to Notice of a Major Disaster Declaration

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: This notice amends the notice of a major disaster declaration for State of Texas (FEMA-4272-DR), dated June 11, 2016, and related determinations.

EFFECTIVE DATE: March 1, 2017.

SUPPLEMENTARY INFORMATION: The Federal Emergency Management Agency (FEMA) hereby gives notice that pursuant to the authority vested in the Administrator, under Executive Order 12148, as amended, Jerry S. Thomas, of FEMA is appointed to act as the Federal Coordinating Officer for this disaster.

This action terminates the appointment of William J. Doran III as Federal Coordinating Officer for this disaster.

The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidentially Declared Disaster Areas; 97.049, Presidentially Declared Disaster Assistance - Disaster Housing Operations for Individuals and Households; 97.050, Presidentially Declared Disaster Assistance to Individuals and Households - Other Needs; 97.036, Disaster Grants - Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.

/s/

Robert J. Fenton,
Acting Administrator,
COMMITMENT/
DETERMINATION NOTICE
MFDL AWARD
CARRYOVER ALLOCATION AGREEMENT