# Competitive 9% Housing Tax Credit Pre-Application

Texas Department of Housing and Community Affairs

**Application Number:** 20079  
**Submitted Date:** 1/11/2020 10:18AM  
**Submitted By:** Valery Kedroff

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## Contact Information

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact</td>
<td>Joel Pollack</td>
<td>210-643-1700</td>
<td><a href="mailto:jpollack@streamlineap.com">jpollack@streamlineap.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Contact</td>
<td>Paul Leventis</td>
<td>979-255-2407</td>
<td><a href="mailto:paull@brazostrace.com">paull@brazostrace.com</a></td>
</tr>
<tr>
<td>Consultant Contact</td>
<td>Valery Kedroff</td>
<td>512-484-2295</td>
<td><a href="mailto:valerykedroff@gmail.com">valerykedroff@gmail.com</a></td>
</tr>
</tbody>
</table>

## Development Information

<table>
<thead>
<tr>
<th>Name of Proposed Entity</th>
<th>Fairview Terrace, LP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Name</td>
<td>Fairview Terrace</td>
</tr>
<tr>
<td>Development Type</td>
<td>Reconstruct</td>
</tr>
<tr>
<td>Secondary Type</td>
<td>None</td>
</tr>
<tr>
<td>Previous TDHCA #</td>
<td></td>
</tr>
<tr>
<td>Initial Construction Year</td>
<td>1973</td>
</tr>
<tr>
<td>Units Demolished</td>
<td>78</td>
</tr>
<tr>
<td>Units Reconstructed</td>
<td>80</td>
</tr>
<tr>
<td># of Non-Contiguous Sites</td>
<td>0</td>
</tr>
<tr>
<td># of Census Tracts</td>
<td>1</td>
</tr>
<tr>
<td>Target Population</td>
<td>General</td>
</tr>
<tr>
<td>Development Address</td>
<td>700 Eleanor</td>
</tr>
<tr>
<td></td>
<td>Brenham, TX 77833</td>
</tr>
<tr>
<td>ETJ?</td>
<td>N</td>
</tr>
<tr>
<td>County</td>
<td>Washington</td>
</tr>
<tr>
<td>Region</td>
<td>8</td>
</tr>
<tr>
<td>Rural/Urban</td>
<td>Rural</td>
</tr>
<tr>
<td>Census Tracts</td>
<td>48477170100</td>
</tr>
<tr>
<td>Total LI Units</td>
<td>80</td>
</tr>
<tr>
<td>Total MR Units</td>
<td>0</td>
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<tr>
<td>Total Units</td>
<td>80</td>
</tr>
<tr>
<td>HTC Request</td>
<td>$1,075,000.00</td>
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<tr>
<td>Pre-App Fee Due</td>
<td>$800.00</td>
</tr>
<tr>
<td>Has Fee already submitted?</td>
<td>Yes</td>
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<tr>
<td>Name on Check</td>
<td>Brazos Trace, LLC</td>
</tr>
<tr>
<td>Check Number</td>
<td>1268</td>
</tr>
<tr>
<td>Set-Aside Election</td>
<td>At-Risk</td>
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<tr>
<td></td>
<td>Nonprofit</td>
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## Notifications

<table>
<thead>
<tr>
<th>U.S. Representative</th>
<th>Michael T. McCaul</th>
<th>District: 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Senator</td>
<td>Lois Kolkhorst</td>
<td>District: 18</td>
</tr>
<tr>
<td>State Representative</td>
<td>Ben Leman</td>
<td>District: 13</td>
</tr>
</tbody>
</table>

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**School Superintendent:** Dr. Walter Jackson  
**School District:** Brenham ISD  
**School District Address:** 711 E. Mansfield  
Brenham, TX  77833

**Presiding Officer of Board of Trustees:** Natalie Lang  
**Address:** 711 E. Mansfield  
Brenham, TX  77834

**Elected Officials:** Milton Y. Tate  
Keith Herring  
Andrew Able  
Adonna Saunders  
Clint Kolby  
Susan Cantey  
John Durrenberger  
Don Koester  
Candice Bullock  
Kirk Hanath  
Joy Fuchs

**Neighborhood Organizations:** None

## Competitive Housing Tax Credit Selection Self-Score

### Criteria Promoting Development of High Quality Housing
- **Unit Sizes:** 6
- **Unit Features:** 9
- **Sponsor Characteristics:** 2
- **High Quality Housing Total:** 17

### Criteria to Serve and Support Texans Most in Need
- **Income Levels of Residents:** 15  
- **Rent Levels of Residents:** 11  
- **Resident Services:** 11  
- **Opportunity Index:** 0  
- **Underserved Area:** 3  
- **Tenant Populations with Special Housing Needs:** 2  
- **Proximity to Jobs:** 0  
- **Serve and Support Texans Most in Need Total:** 42

### Criteria Promoting Community Support and Engagement
- **Commitment of Development Funding by Local Political Subdivision:** 1  
- **Declared Disaster Area:** 10  
- **Community Support and Engagement Total:** 11
Criteria Promoting Efficient Use of Limited Resources and Applicant Accountability

Financial Feasibility: 26
Cost of Development per Square Foot: 11
Pre-Application Participation: 6
Leveraging Private, State and Federal Resources: 3
Extended Affordability: 4
Historic Preservation: 0
Right of First Refusal: 1
Funding Request Amount: 1
Efficient Use of Limited Resources and Applicant Accountability Total: 52

Point Adjustment:
Total Applicant Self-Score: 122

Intent to Request Points for Items not Included in the Applicant's Self-Score

Readiness to Proceed: 0 points
Government Support: 17 points
Quantifiable Community Participation: 0 points
Community Support from a State Representative: 8 points
Input from Community Organizations: 4 points
Concerted Revitalization Plan: 7 points

Attachments and Certifications

Site Control Documentation: Fairview Terrace - Site Control Documents.pdf
Census Tract Map: Fairview Terrace - Census Tract Map.pdf

Neighborhood Risk Factors:

Other Pertinent Information:
Project Site Description

The Project Site consists of 4.469 acres of land being situated in the City of Brenham, Washington County, Texas in the A. Harrington League Survey and out of a 10.696 acre Parent Tract conveyed to the HOUSING AUTHORITY OF THE CITY OF BRENHAM, TEXAS by LONNIE TIEMANN and ELEANOR TIEMANN, husband and wife of Washington County, Texas. The preliminary metes and bounds for the 4.469 acre Project Site and the Warranty Deed for the Parent Tract are below:

BEGINNING at an iron pin and fence corner at the intersection of the North line of Mathilda Street with the West line of Gay Hill Street;

THENCE S. 86 deg. 32 min. W., 784.84 feet to a point in the North line of Mathilda Street;

THENCE N. 25 deg. 24 min. W., 463.49 feet to a point in the center of Harrington Branch;

THENCE N. 78 deg 20 min. 21.59 sec E

THENCE S. 47 deg. 56 min. 39.64 sec. E., 201.51 feet;

THENCE S. 40 deg. 22 min 32.21 sec E., 53.05 feet;

THENCE S. 20 deg. 30 min. 4.65 sec. E., 35.76 feet;

THENCE S. 3 deg. 28 min. E., 260.52 feet;

THENCE N. 86 deg. 32 min. E. 420.53 feet to the point or place of beginning, containing 4.469 acres of land.
WARRANTY DEED: LONNIE W. TIEMANN, ET UX, TO HOUSING AUTHORITY OF THE CITY OF BRENHAM, TEXAS

THE STATE OF TEXAS

COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That we, LONNIE W. TIEMANN and ELEANOR TIEMANN, husband and wife, of Washington County, Texas, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, cash, and other good and valuable considerations, to us in hand paid by HOUSING AUTHORITY OF THE CITY OF BRENHAM, TEXAS, the receipt and sufficiency of all of which is hereby acknowledged and confessed, and without the retention of any lien, either express or implied;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY, unto the said HOUSING AUTHORITY OF THE CITY OF BRENHAM, TEXAS, the following described property, lying and being situated in the City of Brenham, Washington County, Texas, to-wit:

All that tract or parcel of land lying and being situated in the City of Brenham, Washington County, Texas, out of the A. Harrington League, and being the lands described in a deed from J. W. Hogan, Trustee, to Lonnie W. Tiemann, recorded in Volume 253, Page 520; and in deed from Yvonne Eady to Lonnie W. Tiemann, recorded in Volume 254, Page 66, Washington County Deed Records, being more particularly described as follows:

BEGINNING at an iron pin and fence corner at the intersection of the North line of Mathilda Street with the West line of Gay Hill Street;

THENCE with the North line of Mathilda Street S. 86 deg. 32 min W. 784.84 ft. to an iron pin and fence corner in the East line of the Henderson tract;

THENCE with said line as fenced N. 25 deg.24 min W, 463.49 ft. to a point in the center of Harrington Branch;

THENCE with said branch N. 35 deg. 52 min E, 109.00 ft. to an iron pin in the South line of the Etta Giesecke tract;

THENCE with said line N. 77 deg 32 min E, 472.20 ft. to an iron pin and fence corner;

THENCE S. 14 deg. 28 min E, 15.00 ft. to an iron pin and fence corner in the South line of a 15 ft. lane;

THENCE with said line N. 77 deg. 32 min E, 294.44 ft. to an iron pin and fence corner in the West line of Gay Hill Street;

THENCE with said street line as presently staked S. 14 deg.
38 min. E, 482.74 ft; S. 17 deg. 05 min. E, 150.07 ft. to the point or place of beginning, containing 10.696 acres of land.

Surveyed by D. R. Muzzy, Registered Public Surveyor, on November 18, 1969.

EXCEPTIONS:

1. This deed is made by the Grantors herein and so accepted by the Grantee herein as being subject to a reservation of all of the oil, gas and other minerals, for and during the lifetime of YVONNE EADY, retained and reserved in deed from the said YVONNE EADY to LONNIE W. TIEMANN, et ux, dated July 15, 1964, as recorded in Volume 254, page 66, Deed Records of Washington County, Texas, to which deed and the record thereof reference is here had and made for all purposes; but the Grantors herein hereby transfer and assign and convey unto the Grantee herein all of their reversionary interest to such oil, gas and other minerals.

2. This deed is made by the Grantors herein and so accepted by the Grantee herein as being subject to an existing oil, gas and mineral lease, executed by Lonnie W. Tiemann, et ux to M.B. RHODES, dated September 5, 1968, as recorded in Volume 289, page 91, Deed Records of Washington County, Texas to which reference is here had and made; however, the Grantors herein convey all of their right, title and interest in and to said oil, gas and mineral lease unto the Grantee herein, together with all reversionary rights thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee herein, its successors and assigns, forever; and the Grantors herein do hereby bind themselves, their heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Brenham, Texas, on this the 12th day of May, A.D. 1970.

[Signature]

Lonnie W. Tiemann
ELEANOR TIEMANN

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared LONNIE W. TIEMANN and ELEANOR TIEMANN, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, on this the 14th day of MAY, A.D. 1970.

Jillian E. Wiede
Notary Public in and for
Washington County, Texas

THE STATE OF TEXAS,

County of Washington

I, Chas. E. Wiede, County Clerk of said County do hereby certify that the foregoing instrument of writing, together with its certificate of authentication was filed for record in my office, this 14th day of

May A.D. 1970, at 4 o'clock P.M., and duly recorded on

the 18th day of May A.D. 1970, at 2:25 o'clock A.M., to the records of said County, in Volume 299, on page 179.

Witness my hand and seal of the County Court of said County, at my office in Brenham, Texas the day and date above written.

CHAS. E. WIEDE
County Clerk, Washington County, Texas

By................................................Deputy
Resolution # 875

RESOLUTION APPROVING CONTRACT FOR GOUND LEASE
TO FAIRVIEW TERRACE

BE IT RESOLVED by the Commissioners of the Housing Authority of the City of Brenham, Texas.

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Brenham having reviewed the attached contract for lease to Fairview Terrace;

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Brenham hereby approves the attached Contract for Lease.

This resolution was passed and approved by the Housing Authority of the City of Brenham, Texas this 6th day of January 2020.

ATTEST:

[Signature]
Secretary

APPROVED:

[Signature]
Chairman
CONTRACT FOR LEASE
(Fairview Terrace)

This Contract For Lease (this “Agreement”) is made and entered into this the ___ day of January, 2020, by and between the HOUSING AUTHORITY OF THE CITY OF BRENHAM, a Texas public housing authority also known as the Brenham Housing Authority (“BHA”), and FAIRVIEW TERRACE, LP, a to-be-formed Texas limited partnership (the “Partnership”).

RECITALS:

A. BHA owns and has fee simple title to the property that is the subject of this Agreement, and as such desires to enter into a long-term ground lease with the Partnership, in order to allow the Partnership to undertake a proposed low and moderate income multifamily rental project on the Property (as hereafter defined) which will be known as Fairview Terrace and will be located at ___700 Eleanor St.____ in the City of Brenham, Washington County, Texas (the “Project”).

B. An instrumentality of BHA is the sole member of the general partner of the Partnership, and BHA shall enter into the Partnership in order to create a limited partnership entity that will apply for an allocation of low income housing tax credits sought for the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. Upon and subject to the following terms and conditions, BHA agrees to lease to the Partnership and the Partnership agrees to lease from BHA, the following real property (collectively, the “Property”): (a) the parcel of land situated in the City of Brenham, Washington County, Texas, as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the “Land”); (b) all rights, titles and interest of BHA in and to any easements, privileges, licenses, permits, rights-of-way, subterranean pedestrian tunnel or passageway, or rights of ingress or egress appurtenant to the Land (the “Rights”); and (c) any and all existing buildings, structures and improvements located on the Land and future buildings, structures and improvements hereinafter placed, constructed or installed on the Land (collectively, the “Improvements”).

2. Closing. The consummation of the lease of the Property contemplated under this Agreement (the “Closing”) shall occur on or about December 31, 2020 (the “Closing Date”). The Closing shall take place at the offices of the BHA in Brenham, Texas, unless otherwise agreed to by the Partnership and BHA.

3. Earnest Money. On the date of its execution of this Agreement, the Partnership shall deposit with BHA the sum of $10 (the “Earnest Money”) in cash or by wire transfer of immediately available funds or by check, to be held by BHA and delivered in accordance with the provisions of this Agreement. The Earnest Money becomes nonrefundable at 4:00 p.m. on
August 1, 2020, unless this Agreement is terminated by the Partnership as provided in Paragraph 7. of this Agreement.

4. **Lease.** Subject to the terms and provisions set forth in this Agreement, the Property shall be leased to the Partnership pursuant to a Ground Lease containing, among other provisions, the following terms and conditions:

<table>
<thead>
<tr>
<th>Term</th>
<th>Ninety-Nine (99) years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Payment</td>
<td>A one-time up-front payment of $300,000</td>
</tr>
<tr>
<td>Use</td>
<td>Low and moderate income residential rental units</td>
</tr>
</tbody>
</table>

5. **Title Commitment.** The Partnership will obtain a title commitment (the “Title Commitment”) covering the Property, together with copies of all title exception items shown on Schedules B and C thereof within thirty (30) days of the date hereof.

6. **Physical Inspection.** The Partnership shall have the right, at the Partnership's sole cost and expense, to examine and inspect the Property at any reasonable time. The Partnership shall and does hereby indemnify and hold BHA harmless from and against any and all liability, loss, cost, expense and damage caused to or incurred by BHA or the Property by any acts or omissions of the Partnership (or its agents or representatives) in connection with such inspection, and this indemnification shall survive the termination of this Agreement. Any information relating to the Property provided by BHA to the Partnership or obtained by the Partnership in the course of its inspection shall be treated as confidential information by the Partnership, to be made available only to such persons as may be reasonably necessary to properly evaluate the Property and/or as may be needed by the Partnership to secure financing, tax credits or investments for the Property.

7. **Right to Terminate.** On or before 4:00 p.m. on July 31, 2020, the Partnership may terminate this Agreement for any reason, whereupon the Earnest Money shall be refunded to the Partnership and neither party shall have further rights or obligations pursuant to this Agreement.

8. **Disclaimers.** THE PARTNERSHIP ACKNOWLEDGES AND AGREES THAT THE PROPERTY SHALL BE LEASED TO THE PARTNERSHIP AND THE PARTNERSHIP SHALL LEASE AND ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". BHA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE OR ANY OTHER DISCLAIMER SET FORTH HEREIN, BHA AND THE PARTNERSHIP HEREBY AGREE THAT BHA HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO (A) THE NATURE OR CONDITION, PHYSICAL OR OTHERWISE, OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY, SUITABILITY,
MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, (B) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE IMPROVEMENTS, IF ANY, OR THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF SUCH IMPROVEMENTS, (C) THE SOIL CONDITIONS, DRAINAGE CONDITIONS, TOPOGRAPHICAL FEATURES, ACCESS TO PUBLIC RIGHTS-OF-WAY, AVAILABILITY OF UTILITIES OR OTHER CONDITIONS OR CIRCUMSTANCES WHICH AFFECT OR MAY AFFECT THE PROPERTY OR ANY USE TO WHICH THE PARTNERSHIP MAY PUT THE PROPERTY, (D) ANY CONDITIONS AT OR WHICH AFFECT OR MAY AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL OR OTHERWISE, (E) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, COMPOSITION, AUTHENTICITY OR AMOUNT OF THE PROPERTY OR ANY PART THEREOF, (F) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, LOT COMPOSITION, OR AMOUNT OF THE PROPERTY OR ANY PART THEREOF, (G) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ABSENCE OF ASBESTOS OR ANY ENVIRONMENTALLY HAZARDOUS SUBSTANCE ON, IN, UNDER OR ADJACENT TO THE PROPERTY, (H) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION OR USE OF THE PROPERTY WITH ANY APPLICABLE RESTRICTIVE COVENANTS, OR WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL BODY (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY ZONING LAWS OR REGULATIONS, ANY BUILDING CODES, ANY ENVIRONMENTAL LAWS, AND THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101 ET SEQ.). THE PARTNERSHIP RECOGNIZES AND AGREES THAT UPON CLOSING, THE PARTNERSHIP SHALL BEAR THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, VIOLATIONS OF ANY APPLICABLE LAWS, CONSTRUCTION DEFECTS, COST OVERRUNS, AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY THE PARTNERSHIP'S INVESTIGATIONS, AND THE PARTNERSHIP, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED BHA AND ITS AFFILIATES, AGENTS, OFFICERS, ATTORNEYS, EMPLOYEES OR REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH THE PARTNERSHIP MIGHT HAVE ASSERTED OR ALLEGED AGAINST BHA AT ANY TIME BY REASON OF OR ARISING OUT OF ANY VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING ANY ENVIRONMENTAL LAWS), CONSTRUCTION DEFECTS, COST OVERRUNS, PHYSICAL CONDITIONS, AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.
9. **Authorization.**

(a) The Partnership will deliver to BHA and to the title company issuing the Title Commitment (the “Title Company”) at or before the Closing any and all certificates, affidavits, powers of attorney, partnership agreements, joint venture agreements, and trust agreements, deemed necessary or required by BHA or the Title Company, the Partnership will cause all persons or entities required by BHA or by the Title Company to execute the Closing documents or give written consent to the lease of the Property in accordance with this Agreement. The representations and warranties of the Partnership set forth in this Paragraph 9 shall survive the Closing.

(b) BHA will deliver to the Partnership and the Title Company at or before the Closing any and all certificates, affidavits, powers of attorney, partnership agreements, joint venture agreements, and trust agreements, deemed necessary or required by the Partnership or the Title Company, and BHA will cause all persons or entities required by the Partnership or the Title Company to execute the Closing documents or give written consent to the lease of the Property in accordance with this Agreement. The representations and warranties of BHA set forth in this Paragraph 9 shall survive the Closing.

10. **Execution.** The execution of this Agreement by the first party to execute same shall constitute an offer to the other party which must be accepted by the execution hereof and the delivery of at least three (3) copies of this Agreement, properly executed, to the first party executing as herein provided, or delivery of same in person, before 4:00 p.m. on January 10, 2020, failing which such offer shall be automatically revoked.

11. **Extension.** This Agreement may be extended by written agreement of the parties for an agreed upon date but in no event later than July 31, 2020.

12. **Notices.** All notices, requests and communications (“Notice”) under this Agreement shall be given in writing and shall be (i) delivered in person, (ii) mailed by first class certified mail, postage prepaid, return receipt requested, or (iii) or sent by facsimile transmission followed by first class certified mail, postage prepaid, return receipt requested, to the individuals and addresses indicated below:

If to BHA:

The Housing Authority of the City of Brenham
1801 Northview Circle Ct.
Brenham, Texas 77833
Attn: Executive Director
phone: (979) 836-9221 x109
email: bmenjares@brenhamhousing.org
If to the Partnership:

Fairview Terrace, LP

c/o Washington County Housing Corporation
1801 Northview Circle Ct.
Brenham, Texas 77833
Attn: Secretary
phone: (979) 836-9221 x109
email: bmenjares@brenhamhousing.org

Any Notice provided for herein shall become effective only upon and at the time of receipt by the party to whom it is given, unless such Notice is mailed by certified mail, return receipt requested, in which case it shall be deemed to be received the date that it is mailed. Any party may, by proper Notice hereunder to the other party, change the individual address to which such Notice shall thereafter be sent or delivered.

13. **Miscellaneous.** BHA and the Partnership further agree as follows:

(a) The Effective Date of this Agreement shall be January 1, 2020.

(b) This Agreement may not be assigned by the Partnership without the prior written consent of BHA; any assignment hereunder, whether or not consented to by BHA, shall not act to release the Partnership from its obligations hereunder.

(c) Except as otherwise set forth herein, the representations, warranties, covenants and agreements of the parties set forth herein shall not survive the Closing and shall be merged therein.

(d) **THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF TEXAS AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS WITHIN THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION BROUGHT BY EITHER PARTY HERETO SHALL LIE EXCLUSIVELY IN WASHINGTON COUNTY, TEXAS.**

(e) This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

(f) **NOTWITHSTANDING ANY CONTRARY ITEM IN THIS AGREEMENT, THE FINAL GROUND LEASE IS SUBJECT TO BHA BOARD APPROVAL.**

[Remainder of Page Intentionally Left Blank]
This Agreement is executed as of the Effective Date.

BHA:

The HOUSING AUTHORITY OF THE CITY OF BRENHAM, a Texas public housing authority

By: Benjamin Menjares
   Name: Benjamin Menjares
   Title: Executive Director

PARTNERSHIP:

FAIRVIEW TERRACE, LP, a to-be-formed Texas limited partnership

By: Fairview Terrace GP, LLC, a to-be-formed Texas limited liability company, its general partner

By: Washington County Housing Corporation, a Texas non-profit corporation, its sole member

By: Benjamin Menjares
   Name: Benjamin Menjares
   Title: Secretary
EXHIBIT "A"

LEGAL DESCRIPTION
RESOLUTION #876, AUTHORIZING BRAZOS TRACE BRENHAM, LLC, AS THE DEVELOPER OF FAIRVIEW TERRACE APARTMENTS TRANSACTION INCLUDING: (I) EXECUTION OF ALL DOCUMENTATION NECESSARY TO CARRY OUT THE TRANSACTION; (II) AUTHORIZING THE WASHINGTON COUNTY HOUSING CORPORATION TO SERVE AS PRIME CONTRACTOR; (III) TO ENTER INTO THE AGREEMENT OF LIMITED PARTNERSHIP FOR FAIRVIEW TERRACE APARTMENTS AND (IV) OBTAINING TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS TAX CREDITS FOR THE PROJECT AND OTHER MATTERS CONNECTED HEREWITH:

WHEREAS, Brazos Trace Brenham, LLC, has proposed the demolition and reconstruction of the development to be known as Fairview Terrace Apartments, located at 700 Eleanor Dr., in the city of Brenham, Washington County; and

WHEREAS, at the request of Brazos Trace Brenham, LLC, the Washington County Housing Corporation (WCHC), agreed to serve as the sole member of the General Partner of the Partnership in connection with the financing; and

WHEREAS, Brazos Trace Brenham, LLC, the Washington County Housing Corporation, and the Brenham Housing Authority intend to submit an application to TDHCA for the 2020 competitive 9% Housing Tax Credits for Fairview Terrace Apartments, and

WHEREAS, the Board of Commissioners has determined that it is in the public’s interest and to the benefit of the citizens and residents of Brenham for the various entities to enter into the transaction described above so that the partners may construct the project; and

WHEREAS, this Board of Commissioners has reviewed the foregoing and determined that the action herein is in the furtherance of the public purposes of Washington County Housing Corporation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Brenham Housing Authority and the Washington County Housing Corporation;

1.) Consent to the submission of an application to the Texas Department of Housing and Community Affairs for purpose of obtaining an award of 9% Low Income Housing Tax Credits.
2.) Approve the demolition of 78 units and reconstruction of 80 units, located at 700 Eleanor Dr, Brenham, Texas 77833, Washington County, and that this formal action has been taken to put on record the opinion expressed by the Brenham Housing Authority; and
3.) Authorize the Executive Director, Ben Menjares to execute all necessary documents and extensions.
4.) Consent to the development partnership with Brazos Trace Brenham, LLC.
Passed and approved on the 6th day of January 2020.

Chair, Board of Commissioners

Attested and approved as to form:

Ben Menjares
Secretary
RECORD TITLE AT THE EFFECTIVE DATE HEREOF APPEARS TO BE VESTED IN

Housing Authority of the City of Brenham, Texas

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS

Being all that certain tract or parcel of land situated in the City of Brenham, Washington County, Texas, out of the A. Harrington League, and being a portion of the lands conveyed in Robert Geisler by deeds recorded in Volume 136, page 229, et seq. of the Deed Records of Washington County, Texas, more particularly described as follows:

BEGINNING at an iron pin and fence corner in the East line of Gay Hill Street at the Southwest corner of the M.H. Ehlert tract;

THENCE with the South line of said tract N 74 deg. 39 min. 45 sec. E, 375.29 ft. to an iron pin and fence corner at the Northwest corner of the Hubert tract;

THENCE with the West line of said tract S 14 deg. 55 min. E, 621.91 ft. to an iron pin at the intersection of the North line of Haynes Street with the West line of Muse Street;

THENCE with the West line of Muse Street S 14 deg. 59 min. E, 257.53 ft. to an iron pin and fence corner;

THENCE with the fence S 83 deg. 50 min. W, 129.19 ft. to an iron pin with fence corner;

THENCE with the fence S 03 deg. 17 min. E, 192.74 ft. to an iron pin;

THENCE S 88 deg. 14 min. W, 390.59 ft. to an iron pin and fence corner in the East line of Gay Hill Street;

THENCE with said street line N 04 deg. 39 min. 50 sec. W, 469.11 ft. to the point or place of beginning containing 9.103 acres of land.

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

*Where Experience and Relationships are Key!

3740 Copperfield Drive, Suite 101 • Bryan, Texas 77802
Phone (979) 731-8400 • FAX (979) 731-8408
This report is prepared and delivered with the express understanding and agreement, evidenced by the acceptance hereof, that the undersigned is not rendering an opinion as to the title to the land under investigation herein, and while believing its construction of the records as hereinabove set out to be true and correct, still will incur no liability beyond the fee paid for this report by reason of such construction, nor will it be liable for any error or omission of any kind whatsoever. This report is prepared for informational purposes only, exclusively for the party paying the fee.

EXAMINER'S SIGNATURE

Preparation Date: January 10, 2020
Effective Date: January 3, 2020
Effective Time: 07:00 A.M.
Matched Address: 1003 HASSKARL DR, BRENHAM, TX, 77833
MSA: NA - NA (Outside of MSA) || State: 48 - TEXAS || County: 477 - WASHINGTON COUNTY || Tract Code: 1701.00

Selected Tract
MSA: || State: || County: || Tract Code:
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.
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Map Options: Clear | Reset | Full Screen

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

**SADDA Legend:**
- FMR Boundary
- SADDA Boundary
- 2020 Qualified Census Tracts
- 2020 Small DDA

Hide the overview

Click here for full screen map

**Select Year**
- 2020
- 2019