2018 Multifamily Uniform Application

NOTICE: For Applicants planning to submit an Application on or before January 26, 2018, ANYTHING that would have been due on March 1, 2018 will be due on January 26, 2018. Anything due after March 1, 2018 maintains its original due date.
2018 HTC
Full Application

Part 1 Tab 1

Application Certification
2018 Multifamily Uniform Application Certification

Mailing Address: P.O. Box 13941, Austin, TX 78711-3941
Physical Address: 221 East 11th Street, Austin, TX 78701

Development Name: The McFarland

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand the Uniform Multifamily Rules (Title 10, Texas Administrative Code, Chapter 10) and Qualified Allocation Plan (Title 10, Texas Administrative Code, Chapter 11). Specifically, the undersigned understands the requirements under 10 TAC §10.101 of the Uniform Multifamily Rules, 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 §10.2(e) of the Uniform Multifamily Rules, relating to Public Information Requests, specifically that the filing of an Application with 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.

The McFarland, LLC

By: [Signature]

Signature of Authorized Representative
Lisa M. Stephens

Printed Name
President

Title
2-26-18

Date

Sworn to and subscribed before me on the 26th day of Feb, 2018 by Lisa M. Stephens (Personalized Seal)

Notary Public Signature
Megan Lasch

Notary Public, State of Texas
Comm. Expires 11-22-2018
Notary ID: 128451842

My Commission Expires:
11-22-18

Date

2/15/18

7:49 PM
**Required for Tax Exempt Bond Developments only**

4% Multifamily Housing Tax Credit Program Board Meeting Selection Form  
Mailing Address: P.O. Box 13941, Austin, TX 78711-3941  
Physical Address: 221 East 11th Street, Austin, TX 78701

**Development Name:** NA

Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of the issuance of a Determination Notice. Therefore, as required in §10.201(2)(B) of the Uniform Multifamily Rules, all remaining Parts of the Application, including the ESA, the Market Study, Property Condition Assessment and Appraisal, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents 75 days in advance does not ensure that your Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing terms sheets) subsequent to submission may delay completion of Department staff’s review or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Further, the Applicant is encouraged to review §10.201(2)(B), the 2018 4% HTC and Tax Exempt Bond Process Manual and 2018 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the remaining Parts of the Application.

I request to be on the Board agenda selected below and pursuant to §10.201(2)(B) of the Uniform Multifamily Rules I understand that I must provide the remaining parts of the Application by the applicable corresponding deadline:

<table>
<thead>
<tr>
<th>Board Meeting Date</th>
<th>75 Day Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 18, 2018</td>
<td>November 3, 2017</td>
</tr>
<tr>
<td>February 22, 2018</td>
<td>December 8, 2017</td>
</tr>
<tr>
<td>March 22, 2018</td>
<td>January 5, 2018</td>
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<tr>
<td>April 26, 2018</td>
<td>February 9, 2018</td>
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<td>May 24, 2018</td>
<td>March 9, 2018</td>
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<td>June 28, 2018</td>
<td>April 13, 2018</td>
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<td>April 27, 2018</td>
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<td>May 11, 2018</td>
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<td>September 6, 2018</td>
<td>June 22, 2018</td>
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<td>October 11, 2018</td>
<td>July 27, 2018</td>
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<tr>
<td>November 8, 2018</td>
<td>August 24, 2018</td>
</tr>
<tr>
<td>December 6, 2018</td>
<td>September 21, 2018</td>
</tr>
</tbody>
</table>

An Inducement Resolution has been approved by the Bond Issuer and a copy has been provided behind Tab 8.
2018 HTC
Full Application

Part 1 Tab 2

Certification of Development
Owner
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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):

- §10.101(a)(2) - Undesirable Site Features
- §10.101(a)(3) - Undesirable Neighborhood Characteristics
- §10.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
- §10.901(17) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding §10.101(a)(3), submit the Undesirable Neighborhood Characteristics Report Packet (UNCR) located on the Department's website http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
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 §10.3 of the Uniform Multifamily Rules.

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. 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 §§10.101 and 10.202 of the Uniform Multifamily Rules. Any issues of non-compliance have been disclosed.

All representations, undertakings and commitments made by Applicant in the Application process for Development assistance 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 each and all be enforceable even if not reflected in the Land Use Restriction Agreement. All such representations, undertakings and commitments are also
enforceable by the Department and the tenants of the Development, including enforcement by
administrative penalties for failure to perform, 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
that may affect the Applicant’s competitive posture, an Applicant must disclose that in
accordance with the Department’s rules the aspects of the Development 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
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) 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 §10.404 of the Uniform Multifamily Rules, relating to
Replacement Reserve Account requirements.

The Development will operate in accordance with the applicable compliance monitoring
requirements found in Chapter 10, Subchapter F.

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 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), 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 §10.101(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 an 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 §10.901(17) of the Uniform Multifamily Rules.

_____ The Applicant certifies that no disclosure regarding §10.901(17) of the Uniform Multifamily Rules 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 §10.202(1)(M) of the Uniform Multifamily Rules related to such disclosure.

_____ The Applicant certifies that no disclosure regarding §10.202(1)(M) of the Uniform Multifamily Rules is necessary.

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the one-hundred (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 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 one-hundred year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or
local government has undertaken and can substantiate sufficient mitigation efforts and such documentation is submitted in the Application.

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

- **X** The Development is not located in an area with undesirable site features as further described in §10.101(a)(2) of the Uniform Multifamily Rules.

- 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 §10.101(a)(2) of the Uniform Multifamily Rules.

- The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the QAP, 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 regulates 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.

**Undesirable Neighborhood Characteristics (select one of the main boxes as applicable)**

- **X** The Development Owner certifies that the Development is not located in an area with any of the undesirable neighborhood characteristics described in §10.101(a)(3) of the Uniform Multifamily Rules and that no disclosure is necessary;

- The Development Owner certifies that the Development is located in an area with the following undesirable neighborhood characteristic(s) and the Undesirable Neighborhood Characteristics 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 within 1,000 feet of any census tract 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 §10.101(a)(3)(B)(iii) of the Uniform Multifamily Rules;

is located in the attendance zones of an elementary, middle, or high school that does not have a 2017 Met Standard rating by the Texas Education Agency, unless the Development Site is subject to an Elderly Limitation.

The Development will include all of the mandatory Development amenities required in §10.101(b)(4) of the Uniform Multifamily Rules at no charge to all tenants (market rate and low-income) and written notice of such amenities will be provided to the tenants.

The Development will satisfy the minimum point threshold for common amenities as further described in §10.101(b)(5) of the Uniform Multifamily Rules. These amenities must be for the benefit of all tenants (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 tenant 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 §10.101(b)(6)(A) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough unit and development construction features to meet the minimum number of points as further described in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

The Development (excluding competitive Housing Tax Credit Applications) will include enough tenant services, at no charge to the tenants, be accessible to all (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §10.101(b)(7) of the Uniform Multifamily Rules, 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 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 C.F.R §983.57(e).

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) – (M) of §10.202(1) of the Uniform Multifamily Rules, related to ineligible Applicants, applies to those identified 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 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. 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.
2018 Development Owner Certification, Acknowledgement and Consent

By:

Signature

Lisa Stephens
Printed Name

President
Title
2.22.18
Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Lisa Stephens, 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 24th day of Feb., 2018

(Seal)

Notary Public Signature

MEGAN D. LASCH
Notary Public, State of Texas
Comm. Expires 11-22-2018
Notary ID 128451842

Page 8 of 8
2018 HTC
Full Application

Part 1 Tab 3

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

§10.202 of the Uniform Multifamily Rules 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.

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.
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 §10.3 of the Uniform Multifamily Rules.

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 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 Commitment by the Department. To the extent allowed under §2306.6720 Tex. Gov't Code, 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.

Neither Applicant nor any other member of the Development Team has been or is barred, suspended, or terminated from procurement in a state or Federal program or listed in HUD's System for Award Management (SAM).

Neither Applicant nor any other member of the Development Team has 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 fifteen (15) years preceding the Application submission.

Neither Applicant nor any other member of the Development Team is, at the time of Application, 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.

Neither Applicant nor any other member of the Development Team has 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.

Neither Applicant nor any other member of the Development Team has misrepresented 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.

Neither Applicant nor any other member of the Development Team has been found by the Board to be ineligible based on a previous participation review performed in accordance with 10 TAC Chapter 1 Subchapter C.

Neither Applicant nor any other member of the Development Team is 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.

Neither Applicant nor any other member of the Development Team has failed to cure any past due fees owed to the Department within the time frame provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov't Code, or a provision of Chapter 572 of the Tex. Gov't Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
Neither Applicant nor any other member of the Development Team has previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation 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 10.

Neither Applicant nor any other 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, or Determination Notice for a Development.

Neither Applicant nor any other member of the Development team has 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 nor any other 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 §10.202(2)(A) of the Uniform Multifamily Rules.

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 §10.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

All housing developments with which Applicant, 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 relating to the Housing Tax Credit Program; 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 for Housing Tax Credits or the use of information concerning the Housing Tax Credit Program.

Applicant, 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, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

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

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2018 Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

Lisa M. Stephens

Printed Name

President

Title

1-23-18

Date

THE STATE OF Texas §

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Lisa Stephens, 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 23rd day of January, 2018

(Seal)

MEGAN D. LASCH
Notary Public, State of Texas
Comm. Expires 11-22-2018
Notary ID 128451842

Notary Public Signature
2018 Applicant Eligibility Certification

By: [Signature of Authorized Representative]

Megan Lasch
Printed Name

President
Title

[Date]

THE STATE OF Texas

COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of February, 2018

(Seal)

JOHN DENG
Commission # 130401938
My Commission Expires October 12, 2019

Notary Public Signature
2018 HTC
Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification

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

1. Applicant Contact Information
   - **Name:** Lisa Stephens
   - **Phone:** (352) 213-8700
   - **Email:** lisa@saigebrook.com
   - **Mailing Address:** 421 West 3rd Street #1504
     - **Street:** 421 West 3rd Street
     - **City:** Austin
     - **State:** TX
     - **Zip:** 78701

2. Second Contact
   - **Name:** Alyssa Carpenter
   - **Phone:** (512) 789-1295
   - **Email:** ajcarpen@gmail.com

3. Consultant Contact (if applicable)
   - **Name:** Alyssa Carpenter
   - **Phone:** (512) 789-1295
   - **Email:** ajcarpen@gmail.com
   - **Mailing Address:** 1305 E 6th St, Ste 12
     - **Street:** 1305 E 6th St
     - **City:** Austin
     - **State:** TX
     - **Zip:** 78702
2018 HTC
Full Application

Part 1 Tab 6

Self Score Form
# Competitive Housing Tax Credit Selection 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. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

## 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>8</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>7</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 Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Tenant Services</td>
<td>§11.9(c)(3)</td>
<td>10</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>3</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</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**: 49

## 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></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>0</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**: 10

## 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>18</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>2</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**: 43

## Point Deductions

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

**Total Application Self-Score**: 119
2018 HTC
Full Application

Part 2 Tab 7

Site Information Form
Part I
### Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>Weatherford</th>
</tr>
</thead>
<tbody>
<tr>
<td>S side of College Park Dr, E of S Main St</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Weatherford</td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td>76086</td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>Region</td>
<td>Parker</td>
</tr>
<tr>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td>County</td>
<td></td>
</tr>
<tr>
<td>Rural/Urban</td>
<td></td>
</tr>
</tbody>
</table>

### Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>Median Household Income:</th>
<th>Quartile:</th>
<th>Poverty Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>48367140200</td>
<td>49803.00</td>
<td>3q</td>
<td>10.4</td>
</tr>
</tbody>
</table>

- The poverty rate for the census tract is above 40% (55% for Regions 11 or 13), and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

### Resolutions (All Programs, if applicable) - §11.3

Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.

- **Twice the State Average Per Capita.** The proposed Development is **NOT** located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private activity Bonds. (QAP §11.3(c))

- **One Mile Three Year Rule.** The proposed Development is located outside an MSA or in a county with a population of less than one million **OR** is **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a new construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(d))

- **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. (QAP §11.3(e))

### Zoning (§10.204(11)) and Flood Zone Designation (§10.101(a)(1)) (All Programs)

- Development Site is appropriately zoned? **No**
- Zoning Designation: **C-1**
- Entire Development Site is outside the 100 year floodplain. **Yes**

### School Rating (§2306.6710(a)); [§10.101(a)(3)(8)(iv)] (All Programs)

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015</td>
<td>2016</td>
</tr>
<tr>
<td>Austin Elem</td>
<td>K</td>
<td>through</td>
</tr>
<tr>
<td>Hall Middle</td>
<td>7</td>
<td>through</td>
</tr>
<tr>
<td>Weatherford High</td>
<td>9</td>
<td>through</td>
</tr>
</tbody>
</table>

- School district has no attendance zones and the closest schools are listed.
- The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.
2018 HTC Full Application

Part 2 Tab 8

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

- Street Map with Site Drawn and Identified
- Census Tract Map with Development Site Identified: https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t
- 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
- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- School Attendance Zone Map with Development labeled;
- 2017 TEA accountability information for each school;
- UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 2010-2014; and 2011-2015. The designation methodology is explained in the federal Register notice published September 11, 2017.
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution

NA
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
February 15, 2018

City of Weatherford
Planning Department

To Whom It May Concern:

The McFarland, LLC has submitted a zoning change application for the site of the proposed McFarland development located on the south side of College Park Drive, east of S Main Street in Weatherford. The McFarland, LLC agrees to hold the political subdivision and all other parties harmless in the event that the appropriate zoning for the proposed McFarland development is denied.

Sincerely,

Lisa M. Stephens
President

Received by City of Weatherford
Stan,

Hold Harmless letter is attached for your records.

Thanks.

Megan Lasch
421 West 3rd Street #1504
Austin, TX 78701
830.330.0762

Stan,

It is our request to remain tabled at today’s meeting.

Thank you and please contact me if you have any questions.

Megan Lasch

Megan Lasch
421 West 3rd Street #1504
Austin, TX 78701
830.330.0762
February 15, 2018

City of Weatherford
Planning Department

To Whom It May Concern:

The McFarland, LLC has submitted a zoning change application for the site of the proposed McFarland development located on the south side of College Park Drive, east of S Main Street in Weatherford. The McFarland, LLC agrees to hold the political subdivision and all other parties harmless in the event that the appropriate zoning for the proposed McFarland development is denied.

Sincerely,

Lisa M. Stephens
President
Note: Project name changed to The McFarland after submission.
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Educational Quality
Accountability Rating

Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>696</td>
<td>893</td>
<td>78</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>345</td>
<td>1,000</td>
<td>35</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>489</td>
<td>1,200</td>
<td>41</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score 40.0</td>
<td>Graduation Rate Score N/A</td>
<td>Graduation Plan Score N/A</td>
</tr>
</tbody>
</table>

Classroom Demographics

Campus Type: Elementary
Campus Size: 654 Students
Grade Span: KG - 06
Percent Economically Disadvantaged: 32.3
Percent English Language Learners: 2.6
Mobility Rate: 17.3
Percent Served by Special Education: 8.4
Percent Enrolled in an Early College High School Program: 0.0
System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number Met</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>10 out of 15 = 67%</td>
<td></td>
</tr>
<tr>
<td>Participation Rates</td>
<td>10 out of 10 = 100%</td>
<td></td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>20 out of 25 = 80%</td>
<td></td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
Accountability Rating
Met Standard

Did Not Meet Standards on
- NONE

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>1,620</td>
<td>2,051</td>
<td>79</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>433</td>
<td>1,200</td>
<td>36</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>801</td>
<td>2,000</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score is 49.0</td>
<td>Graduation Rate Score is N/A</td>
<td>Graduation Plan Score is N/A</td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Metric</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>74%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>82%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting  Page 1  August 15, 2017
Accountability Rating

Met Standard

Met Standards on
- Student Achievement
- Student Progress
- Closing Performance Gaps
- Postsecondary Readiness

Did Not Meet Standards on
- NONE

In 2017, to receive a Met Standard or Met Alternative Standard rating, districts and campuses must meet targets on three indexes: Index 1 or Index 2 and Index 3 and Index 4.

Performance Index Report

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,370</td>
<td>3,073</td>
<td>77</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>319</td>
<td>1,200</td>
<td>27</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>769</td>
<td>1,800</td>
<td>43</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>14.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>24.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>23.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>20.5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

77 27 43 83

Distinction Designation

Academic Achievement in ELA/Reading
NO DISTINCTION EARNED

Academic Achievement in Mathematics
NO DISTINCTION EARNED

Academic Achievement in Science
NO DISTINCTION EARNED

Academic Achievement in Social Studies
NO DISTINCTION EARNED

Top 25 Percent Student Progress
NO DISTINCTION EARNED

Top 25 Percent Closing Performance Gaps
NO DISTINCTION EARNED

Postsecondary Readiness
NO DISTINCTION EARNED

Campus Demographics

Campus Type: High School
Campus Size: 2,316 Students
Grade Span: 09 - 12
Percent Economically Disadvantaged: 33.7
Percent English Language Learners: 4.4
Mobility Rate: 12.6
Percent Served by Special Education: 7.1
Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Number and Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>16 out of 25 = 64%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>15 out of 15 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>5 out of 5 = 100%</td>
</tr>
<tr>
<td>Total</td>
<td>36 out of 45 = 80%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html

TEA | Academics | Performance Reporting  Page 1

August 15, 2017
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Bond Application
No Objection Resolution

NA
1. §11.9(c)(4) - Opportunity Index (Competitive HTC and Direct Loan Applications Only)

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.

☐ 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 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.

Contiguous Census Tract #: 48367140300  Contiguous Tract Quartile: 2nd

☐ 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.

- full service grocery store (1 mile)
- pharmacy (1 mile)
- health-related facility (3 miles)
- licensed center serving children (2 miles)
- university or community college (5 miles)
- census tract with ≥27% associate degrees adults aged ≥25
- indoor recreation facility available to public (1 mile)
- outdoor recreation facility available to public (1 mile)
- community, civic or service organization (1 mile)
- delivered meals service

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

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

- full service grocery store (1 mile)
- pharmacy (1 mile)
- health-related facility (3 miles)
- licensed center serving children (2 miles)
- university or community college (5 miles)
- census tract with ≥27% associate degrees adults aged ≥25
- indoor recreation facility available to public (1 mile)
- outdoor recreation facility available to public (1 mile)
- community, civic or service organization (1 mile)
- delivered meals service

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. **§11.9(c)(5) - Underserved Area (Competitive HTC and Direct Loan Applications Only)**

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

- Wholly or partially within a Colonia (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- Entirely within a census tract that does not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- 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 a 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 150,000 or more, and will not apply in the At-Risk Set-Aside.

Contiguous Census Tract #

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

Application is seeking points for Underserved Area. Total Points Claimed: 3

3. **§11.9(c)(7) - Proximity to the Urban Core (Competitive HTC Applications Only)**

- Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside.
- Population of Place is 200,000-499,999 and Development is located w/in 2 miles of the main municipal government administration building.
- Population of Place is 500,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

Application is seeking points for Proximity to the Urban Core. Total Points Claimed: 0

4. **§11.9(d)(7) - Concerted Revitalization Plan (Competitive HTC Applications Only)**

Region: 3 Urban

- Development is in an Urban Area.
- Application includes a copy of the plan or a link to the online plan and a description of where specific information required can be found in the plan.
- Plan is current at the time of Application and officially continues for a minimum of three years thereafter.
- Plan has been adopted by the municipality or county and resolution or certification is attached.
- Letter from appropriate local official, target area map, and supporting documentation are provided.
- Development is explicitly identified by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality, county or distinct district; resolution stating such is provided.
- Evidence of sufficient, documented and committed funding to accomplish the plan’s purposes on its established timetable is provided.
- No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):

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.

OR
Development is a Rural Area. | Rehabilitation | Demolition/Reconstruction
---|---|---
Development has been leased at 85% or more for the six months preceding Application by low income households (excluding unlivable units identified in CNA); AND
Development was constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, HOME, or CDBG; AND, if applicable,
demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics.
Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county; letter from Governing Body stating such is provided behind this tab.

| Total Points Claimed: | 5 |
---|---|
Application is seeking points for Concerted Revitalization. | |

5. **§11.9(d)(3) - Declared Disaster Area Scoring (Competitive HTC Applications ONLY)**

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

| Total Points Claimed: | 10 |
---|---|
Application is seeking points for Declared Disaster Area. | |

6. **§11.9(c)(8) - Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY)**

- Application meets all of the following requirements:
  - Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within the year preceding the Full Application Delivery Date.
  - Application includes evidence that the Applicant will close all financing on or before October 31, 2018.
  - Application includes evidence that the Applicant will fully execute the construction contract on or before October 31, 2018.
  - Application includes evidence that appropriate zoning will be in place at award.
  - Application includes a DETAILED narrative description of each piece of evidence provided and how that evidence proves that the Applicant will close all financing and fully execute the construction contract on or before October 31, 2018.

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

- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
  - [http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp](http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)

- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2017, including the computation used to determine the crime rate
  - [https://www.neighborhoodscout.com](https://www.neighborhoodscout.com)

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

- Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable

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

- **Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**
  - For Colonia:
    - n/a Evidence from Attorney General of Colonia boundaries; and
      - [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)
    - n/a Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
    - n/a Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

  - **For Economically Distressed Areas:**
    - n/a A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and
    - n/a Map showing development site boundaries, relative to EDA boundaries.

- **For other items:**
  - Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.
  - The Site Demographic Characteristics Report is posted on the Department's website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  - NA Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable
  - NA Map with all contiguous census tracts, if applicable

- **Proximity to Urban Core (Competitive HTC Only)**
  - n/a Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.
Concerted Revitalization Plan (Competitive HTC Only)

Urban:
- Copy of the plan, or link to electronic copy. Plan must document that 11.9(g)(7)(A)(i)(I-V) are met.
- Map of target area(s) with location of Development Site clearly identified.
- Resolution adopting the Concerted Revitalization Plan or resolution of delegation and other documentation.
- Letter from appropriate local official providing documentation of measurable improvements.
- Evidence of committed funding
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

Rural:
- Current rent roll
- Evidence Development constructed 25 or more years prior to application (1992 or earlier)
- Evidence Development is public housing or affordable housing supported by USDA, HUD, HOME or CDBG
- Evidence demolition and relocation of units has been determined locally to be necessary to comply with Affirmatively Furthering Fair Housing Rule or to create acceptable distance from Undesirable Neighborhood Characteristics, if applicable.
- Resolution from appropriate Governing Body describing concerted revitalization effort and identifying Development as contributing more than any other to such effort.
- For each amenity, supporting documentation to evidence that the amenity meets each Opportunity Index requirement for the amenity

Declared Disaster Area:
- The county in which the Development Site is located is listed on the 2018 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 the time of early Application submission (January 26, 2018), at the Full Application Delivery Date, or at any time within the two-year period preceding the Full Application Delivery Date (as of March 1, 2016).

Readiness to Proceed
- The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §11.9(c)(8) (no further documentation is required).
- Evidence that the Applicant meets the requirements for Readiness to Proceed. Pursuant to 10 TAC 11.9(c)(8), the Application must include evidence that appropriate zoning will be in place at award (July 26, 2018).
- Application includes evidence that appropriate zoning will be in place at award.
  Further, the Application must include evidence that the Applicant will close all financing and fully execute the construction contract on or before the last business day of October 2018. Examples of the kinds of documentation that may be used to evidence those milestones are listed below. Applicants may select any of these items, or use the “Other” selections to describe the evidence presented.
  Each piece of evidence provided must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements. If evidence is not included behind this tab, use the space to describe where in the Application the evidence can be found. Evidence may include, but is not limited to:
  - Loan or equity commitments with evidence of completed due diligence
  - Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider
  - Documentation from lender of the lenders’ critical path schedule for underwriting and approval including when application fees will be paid and third party reports reviewed.
  - Evidence from lender that the lenders’ third party reports have been ordered
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents: Opportunity Index
### The McFarland

**Weatherford**

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>City, State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walmart Supercenter - Grocery and Pharmacy</td>
<td>1836 S Main St.</td>
<td>Weatherford, TX</td>
<td>76086</td>
</tr>
<tr>
<td>~0.25 miles</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weatherford Medical City Emergency Room</td>
<td>713 E. Anderson St</td>
<td>Weatherford, TX</td>
<td>76086</td>
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<tr>
<td>~0.67 miles</td>
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<tr>
<td>Walgreens Pharmacy</td>
<td>1317 S Main St.</td>
<td>Weatherford, TX</td>
<td>76086</td>
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<tr>
<td>~0.39 miles</td>
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<tr>
<td>The Schoolhouse Child Care</td>
<td>1116 Santa Fe Dr</td>
<td>Weatherford, TX</td>
<td>76086</td>
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<tr>
<td>~0.66 miles</td>
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<td>Central Christian Church</td>
<td>1602 S Main St.</td>
<td>Weatherford, TX</td>
<td>76086</td>
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<td>~0.33 miles</td>
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<td>Holland Lake Park</td>
<td>1419 Holland Lake Dr.</td>
<td>Weatherford, TX</td>
<td>76086</td>
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<td>Planet Fitness</td>
<td>1821 S Main St</td>
<td>Weatherford, TX</td>
<td>76086</td>
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<td>~0.05 miles</td>
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<tr>
<td>Weatherford College</td>
<td>225 College Park Dr.</td>
<td>Weatherford, TX</td>
<td>76086</td>
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<tr>
<td>~0.04 miles</td>
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<tr>
<td>Parker County Meals on Wheels</td>
<td>In Parker County service area</td>
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**Associates Degree- 34.80%**
Census Tract 48367140200 has median household income within the third quartile of region with a poverty percentage of less than 20%. The census tract is contiguous to census tract 48367140300 in the second quartile without physical barriers between and the Development Site is no more than 2 miles from the boundary.

Census Tract 48367140200 has associate degree percentage of ≥27%.
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<tr>
<th>Time</th>
<th>Event</th>
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</thead>
<tbody>
<tr>
<td>7:30 am - 8:00 am</td>
<td>Men's Breakfast - Feb 2018</td>
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<tr>
<td>8:00 am - 8:20 am</td>
<td>Early Choir Rehearsal</td>
</tr>
<tr>
<td>8:30 am - 9:30 am</td>
<td>Worship &amp; Wonder at 8:30 am</td>
</tr>
<tr>
<td>8:30 am - 9:30 am</td>
<td>Worship at 8:30 am</td>
</tr>
<tr>
<td>9:30 am - 9:50 am</td>
<td>Coffee Fellowship Time</td>
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<tr>
<td>10:00 am - 10:45 am</td>
<td>Sunday School for all ages</td>
</tr>
<tr>
<td>11:00 am - 12:00 pm</td>
<td>Worship &amp; Wonder at 11:00 am</td>
</tr>
<tr>
<td>11:00 am - 12:00 pm</td>
<td>Worship at 11:00 am</td>
</tr>
<tr>
<td>9:00 am - 10:00 am</td>
<td>Prayer Group</td>
</tr>
<tr>
<td>Tuesday 10:00 am - 11:30 am</td>
<td>Tuesday Discipleship Group</td>
</tr>
<tr>
<td>Wednesday 5:30 pm - 6:00 pm</td>
<td>Wednesday Fellowship Meal</td>
</tr>
<tr>
<td>Wednesday 6:15 pm - 7:45 pm</td>
<td>LinC for Youth &amp; Adults</td>
</tr>
<tr>
<td>Saturday 6:00 pm - 9:00 pm</td>
<td>Marriage Enrichment Class #4</td>
</tr>
</tbody>
</table>
Walgreens Store #5376
1317 S MAIN ST
Weatherford, TX 78086
817–594–5771

Cross streets: Northeast corner of Main Street & Park

Make this your store | Directions

Store & Photo Hours
Sun Feb 18 Open 24 hours
Mon Feb 19 Open 24 hours
Tue Feb 20 Open 24 hours
See more ▼

Pharmacy Hours
Sun Feb 18 Open 24 hours
Mon Feb 19 Open 24 hours
Tue Feb 20 Open 24 hours
See more ▼

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

Refill Prescriptions now ▼

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

Vaccinations

Shop Services
Search products at this store

Order Prints

Passport Photos

Photo Cards

Same Day Pickup

Photo Services

View Weekly Ad

ATM Available

https://www.walgreens.com/locator/walgreens-1317+s+main+st-weatherford-tx-76086/id=5376
Schedule an appointment, or walk in at your convenience.

Flu (/topic/pharmacy/vaccination/flu.jsp)

Pneumonia (/topic/pharmacy/vaccination/pneumonia.jsp)

Tdap (/topic/pharmacy/vaccination/tdap_whooping_cough.jsp)

See more vaccinations ›

Medication Disposal

A safe and convenient way to dispose of unwanted, unused or expired medication at no cost, year-round. Learn more ›

(https://staywell.walgreens.com/post/116924017880/spring-clean-your-medicine-cabinet)

Other Pharmacy Services

Drive-Thru pharmacy

Health Tests: Blood Pressure

Find everything you wanted to know about this store? Yes No

Enter email for weekly deals Sign up
Texas Pharmacy License # 19851

WALGREENS #5376

License Information

<table>
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<tr>
<th>License Status</th>
<th>Active</th>
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<tbody>
<tr>
<td>License #</td>
<td>19851</td>
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<tr>
<td>Expiration Date</td>
<td>09/30/2018</td>
</tr>
<tr>
<td>Date License Issued</td>
<td>11/22/1999</td>
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Address

1317 S MAIN
WEATHERFORD, TX  76086
County  PARKER
Phone  (817) 594-5771

Pharmacy Details

Prior Disciplinary Orders*  Yes

View ABO Summary [PDF]

View Order Details Below:

- 272383 P19851 Walgreen Co #5376 ABO #H13053B 2014-05.pdf

Class of Pharmacy  Community Pharmacy
Type of Ownership  Corporation
Type of Pharmacy  Community Multi
# of Hospital beds  0

* Information relating to disciplinary orders is current as of (30 days prior to this date).

A written request for information regarding prior disciplinary orders may be submitted to the office of the Texas State Board of Pharmacy. Disciplinary orders entered pursuant to Chapter 564 of the Texas Pharmacy Act are confidential and not subject to disclosure.

Employment Information

Pharmacist in Charge
BANDY, OTIS EARL JR

Pharmacy Profile

Accessible to disabled persons?  Yes
Participates in the Texas Medicaid program?  No
Translating services (Listed Below If Available)

Other

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

Remedial Plans

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

Services Provided

<table>
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<tr>
<th>Service</th>
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<tr>
<td>Nuclear</td>
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<td>Out-Patient Prescriptions</td>
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<td>Ship Prescription Out of State</td>
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<td>Class D (Expanded Formulary)</td>
<td>No</td>
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<td>Class D (Alternative Visit Schedule)</td>
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<td>Compounding Sterile-Risk Level Low</td>
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<td>Compounding Sterile-Risk Level Med</td>
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<td>Compounding Non-Sterile</td>
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<td>24 Hour Service</td>
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<td>Closed Door</td>
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<td>Compounding, Office Use</td>
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<td>Home Delivery</td>
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<td>Infusion</td>
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<tr>
<td>Pharmacist Administered Immunizations</td>
<td>Yes</td>
<td>No</td>
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https://www.pharmacy.texas.gov/dbsearch/phy_zoom.asp?id=19851
The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.

---

### Texas Pharmacist Employment information

<table>
<thead>
<tr>
<th>Pharmacist Name</th>
<th>License #</th>
<th>Registr. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>License Status</th>
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<tbody>
<tr>
<td>BANDY, OTIS EARL</td>
<td>22108</td>
<td>09/30/1976</td>
<td>04/30/2018</td>
<td>Staff PIC</td>
<td>Active</td>
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<tr>
<td>BOURLAND, PATRICIA DAWN</td>
<td>28775</td>
<td>09/18/1985</td>
<td>10/31/2019</td>
<td>Staff</td>
<td>Active</td>
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<tr>
<td>COOKE, JOE DAN</td>
<td>60714</td>
<td>07/13/2017</td>
<td>03/11/2019</td>
<td>Staff</td>
<td>Active</td>
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<tr>
<td>MILLER, JENNIFER ANN</td>
<td>47603</td>
<td>07/30/2009</td>
<td>03/11/2019</td>
<td>Staff</td>
<td>Active</td>
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<tr>
<td>VICK, RONDA ANN</td>
<td>28700</td>
<td>08/02/1985</td>
<td>05/31/2018</td>
<td>Staff</td>
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### Texas Registered Technicians/Trainees Employment information

<table>
<thead>
<tr>
<th>Technician/Trainee Name</th>
<th>License #</th>
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<th>Expir. Date</th>
<th>Emp. Status</th>
<th>Reg. Status</th>
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<tbody>
<tr>
<td>BROCK, LISA MICHELLE</td>
<td>121354</td>
<td>06/16/2004</td>
<td>12/31/2019</td>
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<tr>
<td>CHUMLEY, TAMMY D</td>
<td>243041</td>
<td>05/18/2015</td>
<td>05/31/2017</td>
<td>Staff</td>
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<tr>
<td>FOSTER, DEREK JOHN</td>
<td>151289</td>
<td>09/07/2007</td>
<td>08/31/2017</td>
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<tr>
<td>JACKSON, AMANDA</td>
<td>218828</td>
<td>04/29/2013</td>
<td>07/31/2018</td>
<td>Staff</td>
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<tr>
<td>LEMONS, RICHARD DON</td>
<td>115308</td>
<td>05/18/2004</td>
<td>06/30/2019</td>
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<td>Active</td>
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<tr>
<td>MERRITT, LARASUE MICHELLE</td>
<td>240163</td>
<td>02/16/2015</td>
<td>12/31/2018</td>
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<td>NEWMAN, GARY WAYNE</td>
<td>122230</td>
<td>07/20/2004</td>
<td>01/31/2019</td>
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<tr>
<td>PINA, TARA KALE</td>
<td>233246</td>
<td>08/06/2014</td>
<td>08/31/2016</td>
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<tr>
<td>RANDALL, CROCKETT SPENCER</td>
<td>252764</td>
<td>02/26/2016</td>
<td>02/28/2018</td>
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<tr>
<td>RODRIGUEZ, JOSE LUIS</td>
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<td>06/30/2017</td>
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<td>THRASH, AMANDA</td>
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<td>05/07/2015</td>
<td>05/31/2017</td>
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<tr>
<td>VENCES, EMILIANO</td>
<td>236822</td>
<td>11/07/2014</td>
<td>05/31/2018</td>
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</tbody>
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### Texas Remote Pharmacy information

No records to view.

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### Texas Pharmacy Owner information

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Owner Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zipcode</th>
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<tbody>
<tr>
<td>WALGREEN CO</td>
<td>OWNER</td>
<td>P O BOX 901,</td>
<td>DEERFIELD</td>
<td>IL</td>
<td>60015</td>
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<tr>
<td>GOURLAY, ALEXANDER W</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>ASHWORTH, RICHARD</td>
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<tr>
<td>LEGUTKI, AMELIA</td>
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College Locator

Use the map below to locate a college near you. Enter your address below and click "Go!", or explore the map!

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<td>Veronica Garcia</td>
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<td>Ric Baser</td>
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<td>Carlos Morales</td>
</tr>
<tr>
<td></td>
<td>Fort Worth, TX 76102</td>
<td></td>
</tr>
<tr>
<td>Tarrant County College - Northeast Campus</td>
<td>828 Harwood Road</td>
<td>Allen Goben</td>
</tr>
<tr>
<td></td>
<td>Hurst, TX 76054</td>
<td></td>
</tr>
<tr>
<td>Tarrant County College - Northwest Campus</td>
<td>4801 Marine Creek Parkway</td>
<td>Zarina Blankenbaker</td>
</tr>
<tr>
<td></td>
<td>Fort Worth, TX 76179-3699</td>
<td></td>
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<tr>
<td>Tarrant County College - South Campus</td>
<td>5301 Campus Drive</td>
<td>Peter Jordan</td>
</tr>
<tr>
<td></td>
<td>Fort Worth, TX 76119</td>
<td></td>
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<tr>
<td>Tarrant County College - Southeast Campus</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institution</td>
<td>Address</td>
<td>President</td>
</tr>
<tr>
<td>------------</td>
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</tr>
<tr>
<td>Tarrant County College - Trinity River Campus</td>
<td>300 Trinity Campus Circle Fort Worth, TX 76102</td>
<td>S. Sean Madison</td>
</tr>
<tr>
<td>Tarrant County College District</td>
<td>1500 Houston Street Fort Worth, TX 76102</td>
<td>Eugene Giovannini</td>
</tr>
<tr>
<td>Temple College</td>
<td>2600 South First Street Temple, TX 76504-7435</td>
<td>Glenda O. Barron</td>
</tr>
<tr>
<td>Texarkana College</td>
<td>2500 North Robison Road Texarkana, TX 75501</td>
<td>James Russell</td>
</tr>
<tr>
<td>Texas Southmost College</td>
<td>80 Fort Brown Brownsville, TX 78520</td>
<td>Jesus R. Rodriguez</td>
</tr>
<tr>
<td>Trinity Valley Community College</td>
<td>100 Cardinal Drive Athens, TX 75751</td>
<td>Jerry King</td>
</tr>
<tr>
<td>Tyler Junior College</td>
<td>P.O. Box 5020 Tyler, TX 75711</td>
<td>Mike Metke</td>
</tr>
<tr>
<td>Vernon College</td>
<td>4400 College Drive Vernon, TX 76384</td>
<td>Dusty Johnston</td>
</tr>
<tr>
<td>Victoria College</td>
<td>2200 East Red River Victoria, TX 77901</td>
<td>David Hinds</td>
</tr>
<tr>
<td>Weatherford College</td>
<td>225 College Park Drive Weatherford, TX 76086</td>
<td>Brent Baker</td>
</tr>
<tr>
<td>Western Texas College</td>
<td>8200 College Avenue Snyder, TX 79549</td>
<td>Barbara Beebe</td>
</tr>
<tr>
<td>Wharton County Junior College</td>
<td>911 Boling Highway Wharton, TX 77486</td>
<td>Betty A. McCrohan</td>
</tr>
<tr>
<td>Category</td>
<td>Status</td>
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<td>Deli</td>
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<tr>
<td>First Convenience Bank</td>
<td></td>
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</tr>
<tr>
<td>Gameplay</td>
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<tr>
<td>Garden Center</td>
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<tr>
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<td>Grocery</td>
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<tr>
<td>Mini-melts</td>
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<td>Money Services</td>
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<tr>
<td>Quick Tag</td>
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<tr>
<td>Redbox</td>
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</tr>
<tr>
<td>Regal Nails</td>
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<tr>
<td>Rug Doctor</td>
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<td></td>
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<tr>
<td>Smart Style Hair Salon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subway</td>
<td></td>
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</tr>
</tbody>
</table>

See Less

Find items in this store

https://www.walmart.com/store/963/weatherford-tx/details
Holland Lake Park

Location

1419 Holland Lake Road  View Directions

Park Hours: 6 a.m.-10 p.m.

In terms of activities available and sites to see, Holland Lake Park is the best park within the City of Weatherford. This 40 acre park is second only to Cartwright Park in terms of acreage. Holland Lake Park's central location and plethora of activities make it a must visit for all residents.

Holland Lake Park offers walkers, joggers, and anyone simply out enjoying the day, over 1 mile of nature trails and concrete trails. Holland Lake also houses one of the four trail-heads for The Town Creek Hike and Bike Trail.

A pavilion is available for rent at HLP as well.
The pavilion is complete with electric and restroom facilities. Like all Parks and Recreation pavilions, rentals take priority over general public use. To make reservations for the Holland Lake Park Pavilion please call 817-598-4124.

Holland Lake Park Softball Complex opened to the public in the Fall of 2009. The complex hosts many Parks and Recreation leagues and tournaments throughout the year. For more information on leagues, tournaments, or private reservations of ball fields, contact the Recreation Coordinator or check out the Adult Sports Link.

Holland Lake Park also has historic evidence of Parker County's rough and tumble past. On display are two double log cabins built in the mid-1800's and relocated to their current site. For more information please follow the Park Histories link.

Camp Holland is located within the borders of Holland Lake Park. Camp Holland received a breath of new life in the Fall of 2011 by local Boy Scouts who plan to use the site for many future events. For more information on Camp Holland, please call 817-598-4124.

Holland Lake Park is the location of two youth fishing events every year, one in the Spring and one in the Fall. Holland Lake is also on the the
list of Texas Parks and Wildlife stock ponds; new fish are being added several time a year! Fish commonly caught in the Lake include: Blue Catfish, Channel Catfish, Bass, Perch, and Trout.

When you visit Holland Lake Park, be sure to bring your duck food or bread crumbs! The ponds are called home by several friendly, resident ducks that love to be fed. Holland Lake Park also offers a playground, picnic tables, and grills for your use.

For more information on Holland Lake Park or any other Weatherford Park, please call 817-598-4124.
Helpful Links

Federal Title VI
Nondiscrimination
Documents & Forms
Charter & City Code
Financial Transparency
Public Notices

Quick Links

Top Questions
Pet Identification
Code Enforcement Issues
Election

Frequently Asked Questions

Where is Weatherford located?
What is the population of Weatherford?
What are the hours of operation for Weatherford’s City Hall?
Who is the Mayor of the City of Weatherford?
What county is Weatherford in?
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: 850403
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: The Schoolhouse
Location Address: 1116 SANTA FE DR WEATHERFORD, TX 76086
Mailing Address: 1116 SANTA FE DR WEATHERFORD, TX 76086
Phone Number: 817-594-8444
County: PARKER
Website Address: 
Email Address: denice_cunningham@yahoo.com
Administrator/Director Name: Amy Haydon
Type of Issuance: Full Permit
Issuance Date: 12/12/2005
Conditions on Permit: No
Accepts Child-Care Subsidies: No
Hours of Operation: 07:00 AM-05:30 PM
Days of Operation: Monday - Friday
Total Capacity: 119
Licensed to Serve Ages: Toddler, Pre-Kindergarten, School
Total Capacity: 119
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Two 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 two years, Licensing conducted the following:
  
  3 - Inspections
  0 - Assessments
  0 - Self Reported Incidents
  1 - Reports

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

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

**Two Year Compliance Summary**

- During the last two years, 1719 standards were evaluated for compliance at this operation.

- Of the standards evaluated 2 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 two years are as follows:

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

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

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

Child-Care Licensing disclaims liability for any errors or omissions from the compliance history information.

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

Emergency Services at Medical City Weatherford

We are prepared. Every minute counts in a health-related emergency. As a level IV trauma center, Medical City Weatherford is there for you with experienced trauma-trained doctors and nurses ready to lend a helping, healing hand when you most need it. We are also dedicated. In fact, we pledge to do our best to make emergency service at Medical City Weatherford ER as quick and efficient as we possibly can.

Fast Emergency Help for Serious Symptoms

Not every ache, pain or concern will send you to an ER, but here are some symptoms you should always take seriously (and to the nearest emergency room). But don't worry, we're removing the wait across Medical City ERs to make sure you get the help you need fast.

Sharp Stomach Pain

If something tells you your stomach pain is serious, listen to your "gut." If pain is severe or comes with stomach tenderness, vomiting or dizziness—call 9-1-1 or go to your nearest ER.

Back Pain

Sometimes back pain isn't about your back at all. If it's continuous, severe or comes with a high fever, leg weakness or loss of bladder/bowel control, seek out an emergency room.

Out of Breath

We probably don't need to tell you to call 9-1-1 or head to the nearest ER if you're having trouble breathing—but we just did.

Breaks & Aches

If you think it might be broken...or a bump to the head leads to dizziness, nausea or unconsciousness...or it just plain hurts, a lot, anywhere—head to the ER to get checked out.
If you are experiencing an emergency, call 911.

News Articles

Medical City Weatherford Earns Primary Stroke Center Designation
(about/newsroom/medical-city-weatherford-earns-primary-stroke-center-designation)

Thu, Nov 30, 2017

Medical City Weatherford has been certified as a primary stroke center, reflecting the high level of quality care and competence in treating stroke patients.
ABOUT

We strive to create a workout environment where everyone feels accepted and respected. That's why at Planet Fitness Weatherford, TX we take care to make sure our club is clean and welcoming, our staff is friendly, and our certified trainers are ready to help. Whether you're a first-time gym user or a fitness veteran, you'll always have a home in our Judgement Free Zone™.
AMENITIES

RECIPROCAL USE OF ALL PLANET FITNESS® FRANCHISE LOCATIONS
As a PF Black Card® member, you’ll have the ability to use any of our 1,400+ locations.

Black Card Perk

UNLIMITED GUEST PRIVILEGES AT ALL PLANET FITNESS LOCATIONS
Working out is better with a buddy. PF Black Card® members can bring a guest for free!

Black Card Perk

UNLIMITED USE OF HYDROMASSAGE
One of our most popular PF Black Card® benefits, HydroMassage beds offer a relaxing massage experience.

Black Card Perk

USE OF TANNING
An exclusive benefit for PF Black Card® members.

Black Card Perk
UNLIMITED TOTAL BODY ENHANCEMENT
This all-natural red and infrared light therapy treatment is a benefit for PF Black Card® members.

Black Card Perk

UNLIMITED USE OF MASSAGE CHAIRS
With a PF Black Card® membership, you can relax and unwind after your workout (or before – we don’t judge).

Black Card Perk

1/2 PRICE COOLER DRINKS (RESTRICTIONS MAY APPLY)
Staying hydrated is key to a great workout. PF Black Card® members get 50% off select beverages.

Black Card Perk

PF BLACK CARD T-SHIRT
Membership has its benefits – like a comfortable, stylish free tee.

Black Card Perk

PF BLACK CARD KEY TAG
Use your key tag to access exclusive PF Black Card® amenities.

Black Card Perk

20% OFF REEBOK PRODUCTS
PF Black Card® members receive 20% off select products.
## MEMBERSHIPS

**Select the right membership for you**

Have a Promo Code?

<table>
<thead>
<tr>
<th>Enter Promo Code Here</th>
<th>Apply</th>
</tr>
</thead>
</table>

### BLACK CARD

**Best Deal On The Planet!**

**$21.99/MO**

Low $20.00 Startup Fee.

Offer Expires February 28th!

<table>
<thead>
<tr>
<th>BLACK CARD</th>
</tr>
</thead>
</table>

### UNLIMITED ACCESS TO HOME CLUB

Come in anytime, as often as you like.

### FREE FITNESS TRAINING

Take a small group fitness class, check out our 30-minute express circuit or create a customized workout plan. It's all free!

### FREE WIFI

Because we know how important it is to stay connected.
Benefits

- Reciprocal use of all Planet Fitness® Franchise Locations
- Unlimited Guest Privileges at All Planet Fitness Locations
- Unlimited Use of Hydromassage
- Use of Tanning
- Unlimited Total Body Enhancement
- Unlimited Use of Massage Chairs
- 1/2 Price Cooler Drinks (Restrictions may apply)
- PF Black Card T-Shirt
- PF Black Card Key Tag
- 20% off Reebok products

Plus applicable taxes. Billed monthly to a checking account. Annual Membership Fee of $39.00 plus applicable taxes will be billed on or shortly after April 1st. State and local restrictions on tanning frequency apply. This offer requires a 12 month commitment.

CLASSIC

$10 Never Meant So Much!

$10.00/MO

Low $39.00 Startup Fee.
Offer Expires February 28th!

Benefits

- Unlimited Access to Home Club
- Free Fitness Training
- Free WiFi

Plus applicable taxes. Billed monthly to a checking account. Annual Membership Fee of $39.00 plus applicable taxes will be billed on or shortly after April 1st. Membership can only be used at this location. This offer requires a 12 month commitment.
NO COMMITMENT

$15.00/MO

Offer Expires February 28th!


Benefits

- Unlimited Access to Home Club
- Free Fitness Training
- Free WiFi

Plus applicable taxes. Billed monthly to a checking account. Annual Membership Fee of $39.00 plus applicable taxes will be billed on or shortly after April 1st. Membership can only be used at this location. This offer has no monthly commitment.

ENJOY A FREE WORK OUT ON US!

SPEND A DAY ON OUR PLANET. FREE!


VIRTUAL TOUR
CLUB GALLERY

CLASS SCHEDULE
It's our version of gym class without the annoying guy with the whistle.

View the Schedule

↑ BACK TO TOP

Find a Club (/gyms)
Memberships (/gym-memberships)
Community@PF (/community)
About Planet Fitness (/about-planet-fitness-gym)
Careers (/careers)
Meals on Wheels Program
Meals On Wheels is a home delivered meal program for senior citizens who are homebound and have difficulty shopping, preparing or cooking meals for themselves.

**Weatherford Routes**

Meals On Wheels clients who live in Weatherford will receive a lunchtime meal between 10:30 am and 1:00 pm, Monday through Friday. Meals are delivered by volunteers who ensure the safety and well-being of each client.

**Parker County Routes**

Meals On Wheels clients who live outside of Weatherford, but are in Parker County, will receive a pack of ten lunches that are frozen, plus snacks every other week. Meals are fully cooked, and only need warming in a microwave. Delivery times may be between 10:30 am and the end of the business day. Meals are delivered by volunteers who ensure the safety and well-being of each client during their visit.

**Eligibility *NEW REQUIREMENTS***

Individuals who are at least 60 years of age, married couples or single living alone and unable to drive may be eligible for Meals On Wheels.

An assessment to determine eligibility will be scheduled by the Case Manager. The Case Manager will make a home visit to complete the assessment, answer questions, and make recommendation for service delivery schedule.

**Cost**

Individuals who receive Meals On Wheels are never denied services for inability to contribute toward the cost of their meals. There is no charge for this service. Donations, in any amount, are always needed and appreciated. Donations may be made by individuals, family and community members at any time. Donation envelopes are provided to Meals On Wheels clients at the beginning of the month with the monthly menu and activity calendars. Donations may also be made in person at the Senior Center or online.
Volunteering

Individuals, families, church groups, civic groups and businesses are welcome to volunteer for Meals On Wheels. Individuals at least 18 years of age are asked to complete a volunteer application, provide a copy of driver's license and insurance. A background check will be conducted prior to approval. Meals On Wheels clients look forward to seeing their volunteers each day. When they provide feedback to the staff about the program, getting to know and visit with their volunteers is at the top of the list of things they like about Meals On Wheels! See the Volunteer page (/support-pccoa/volunteer.html) for more details.

Meals on Wheels Referral Form

If you, or someone you know, is in need of meal service, please complete the form below.

Your information
Please provide us with your information in case we need to contact you.

Name *
First
Last

Email *

Phone
### - ### - ####

Information about the person needing meal assistance
Please provide as much information as possible.

Name of person needing meal assistance *
First
Last

Year of birth of person needing meal assistance *
Must be 4 characters. Currently Entered: 0 characters.

Address of person needing meal assistance *
Help us out.
Please tell us how you heard about us.

How did you hear about us?
- Family/Friend
- Google/search engine
- Facebook
- Other

Please enter your message or comments.

I'm not a robot

Submit
<table>
<thead>
<tr>
<th>Lunch Menu (/senior-center/menu.html)</th>
<th>Donate (/support-pccoa/donate.html)</th>
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</thead>
<tbody>
<tr>
<td>PCCOA Services (/services/pccoa-services.html)</td>
<td>Volunteer (/services/pccoa/vr)</td>
</tr>
<tr>
<td>Meals on Wheels (/services/meals-on-wheels.html)</td>
<td>Food Pantry (/services/food-pantry-donations.html)</td>
</tr>
<tr>
<td>Transportation Service (/services/transportation.html)</td>
<td>Contact (/contact)</td>
</tr>
</tbody>
</table>

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sitemap (/sitemap.html) | login (/login-logout.html) | reset (/reset.html) | \Epic (http://www.pro-epic.com)
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents: Underserved Area
The McFarland Underserved Area

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

(C) The Development Site is located entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report; (3 points);

This application is located in census tract 48367140200. According to the HTC property inventory, this tract does not have an existing HTC allocation.

Source: US Census
Supporting Documents:
Proximity to Urban Core

NA
2018 HTC Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan

NA
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area
2018 Declared Disaster Areas
Counties Expiring after March 1, 2018
Eligible under §11.9(d)(3) of the 2018 QAP

Angelina
Aransas
Atascosa
Austin
Bandera
Bastrop
Bee
Bexar
Bosque
Brazoria
Brazos
Brown
Burleson
Caldwell
Calhoun
Callahan
Cameron
Chambers
Clay
Coleman
Colorado
Comal
Comanche
DeWitt

Eastland
Erath
Falls
Fayette
Fort Bend
Galveston
Goliad
Gonzales
Gray
Gregg
Grimes
Guadalupe
Hardin
Harris
Harrison
Hemphill
Henderson
Hidalgo
Hood
Houston
Jackson
Jasper
Jefferson
Jim Wells

Karnes
Kerr
Kleberg
Lavaca
Lee
Leon
Liberty
Lipscomb
Live Oak
Lubbock
Madison
Marion
Matagorda
Milam
Montgomery
Newton
Nueces
Ochiltree
Orange
Palo Pinto
Parker
Polk
Rains
Refugio

Roberts
Robertson
Sabine
San Augustine
San Jacinto
San Patricio
Shelby
Smith
Somervell
Stephens
Travis
Tyler
Van Zandt
Victoria
Walker
Waller
Washington
Wharton
Wheeler
Willacy
Wilson
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Readiness to Proceed

NA
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control:</th>
<th>Site Plan:</th>
<th>Appraisal:</th>
<th>ESA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approx 5.5 acres</td>
<td>5.88 acres</td>
<td>NA</td>
<td>5.88 acres</td>
</tr>
</tbody>
</table>

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

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

   Site control approximated acreage which was finalized based on survey.

2. **Site Control - §10.204(10)**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grogan Children Partners LP and Grogan Grandchildren Partners LP</td>
<td>R. J. Grogan, Jr.</td>
</tr>
</tbody>
</table>

   Address
   
   | Weatherford | TX | 76087 | 3/2/94 |

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

   If "Yes," please explain: NA

   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>
<td>Same Owner for Past 36 Months</td>
<td>None</td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

   - [x] Contract for sale.
   - [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - [ ] Contract for lease.

   - [x] Title Commitment or Title Policy is included behind this tab (per §10.204(12)).

3. **Site Control - §10.204(10)**

   **Ingress/Egress and Easements (9% and 4% HTC Only) - §11.7**

   Is land for ingress and/or egress and any easements held separate from the property described in the site control documents?

   - No

   If yes, describe how any such land is held. Identify the land owner and describe any agreements the Applicant has or will enter into with the land owner.

   Entrance easement is in site control.
Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- 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 is in an area covered by a concerted revitalization plan and elects and is eligible for points under §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development includes an additional 10% of units at 30% AMI. Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements. (Competitive HTC only)

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**

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

If a revised form is submitted, date of submission: ____________________________
2018 HTC
Full Application

Part 2 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**
- **Title Commitment or Policy**
- **Each of the Direct Loan exhibits identified below (as applicable)**

**Increase in Eligible Basis (30% Boost)**

- **NA** Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- **NA** 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.
- **NA** SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.

**Site & Neighborhood Standards (New Construction Direct Loan only)**

Confirm the following supporting documents are provided behind this tab.

- **NA** Letters on company letterhead from local utility providers confirming the site has access to the following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if applicable.
- **NA** 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.
- **NA** 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.
- **NA** A statement confirming that travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, is not excessive. This is not applicable for Developments proposing to serve Elderly.
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

(The McFarland)

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT (this “Assignment”) is made as of the 21st day of February, 2018, by and between SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company (“Assignor”), and THE MCFARLAND, LLC, a Texas limited liability company (“Assignee”).

RECITALS

A. GROGAN CHILDREN PARTNERS L.P., a Texas limited partnership, and GROGAN GRANDCHILDREN PARTNERS L.P., a Texas limited partnership (collectively, “Seller”) and Assignor heretofore entered into that certain Purchase and Sale Agreement dated as of January 4, 2018 (the “Contract”).

B. Assignor desires to assign to Assignee all of Assignor’s right, title and interest in, to and under the Contract, and Assignee desires to accept such assignment and assume all of Assignor’s liabilities and obligations under the Contract.

TERMS

In consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals. The foregoing recitals are true and incorporated herein by this reference as if set out in full.

2. Assignment. Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor's right, title, and interest in, to and under the Contract (including, without limitation, Assignor's interest in all deposits paid under the Contract), and authorizes Seller to make, execute, and deliver to Assignee such deed of conveyance, assignments and/or other instruments as are contemplated by the Contract, in the same manner as though Assignee, instead of Assignor, had been an original signatory to the Contract.

3. Assumption. Assignee hereby accepts Assignor’s assignment of all of its right, title and interest in, to and under the Contract, and assumes all of Assignor’s liabilities and obligations under the Contract, including those which survive the closing or termination thereof.

4. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Assignment shall be construed in accordance with and be governed by the laws of the State of Texas.
IN WITNESS WHEREOF, Assignor and Assignee have executed the day and year first above written.

ASSIGNOR:

SAIGEBROOK DEVELOPMENT, LLC,
a Florida limited liability company

By: __________________________
    Lisa Stephens, President

ASSIGNEE:

THE MCFARLAND, LLC,
a Texas limited liability company

By: Saigebrook McFarland, LLC, a Texas limited liability company, its Managing Member

By: Saigebrook Development, LLC, a Florida limited liability company, its Sole Member

By: __________________________
    Lisa Stephens, its President
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is by and between GROGAN CHILDREN PARTNERS L.P., a Texas limited partnership ("GCP") and GROGAN GRANDCHILDREN PARTNERS L.P., a Texas limited partnership ("GGP") (GCP and GGP collectively being referred to as "Seller"), whose address is 2808 Fairmount Street, Suite 150, Dallas, Texas 75201 and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, its successors and/or assigns ("Purchaser"), whose office address is 421 West 3rd Street, Suite 1504, Austin, TX 78701. The effective date of this Agreement shall be the date that this Agreement is fully executed by Seller and Purchaser and receipted by the Title Company as set forth below (the "Effective Date").

1. Property.

(a) Subject to and in accordance with the terms, covenants, and conditions of this Agreement including paragraph 1(b) below, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller (i) an approximately 5.5-acre parcel of real property in Weatherford, Parker County, Texas depicted on EXHIBIT A attached hereto and incorporated herein by this reference (the "Land"), together with: (a) any and all buildings and improvements located on the Land (the "Improvements"); (b) any and all fixtures attached to or related to the Land and/or the Improvements, if any (the "Fixtures"); (c) all of Seller's right, title, and interest, if any, in and to any and all easements, rights, privileges, air rights, and other rights, tenements, hereditaments, and appurtenances to the extent belonging or appertaining to, or otherwise inuring to the benefit of, the Land and/or the Improvements; and (d) all of Seller's right, title, and interest, if any, to the air space above the Land, and zoning entitlements, development rights, and appurtenances accruing to the Land, and/or related to the proposed development thereof, under, or by reason of, any applicable zoning ordinance or other law, rule, regulation, or ordinance (the "Development Rights") (collectively, the "Real Property"); and (ii) all of Seller's right, title, and interest, if any, in and to any and all tangible and intangible personal property of Seller to the extent related to the Real Property (the "Personal Property") including, without limitation (a) all development rights for the Real Property, or any part thereof, which Seller has, including, without limitation, those relating to utilities, prepaid water and sewer connection fees, reservation fees and impact fees; (b) all right, title and interest of Seller in any approved site plans, development plans, development orders or development agreements to the extent they relate to the Real Property; (c) all environmental, water, sewer, drainage, road, excavation, fill and all other construction and development applications, permits, licenses, and rights, contractual or otherwise, to the extent relating to the Real Property; (d) all rights and interests of Seller under any agreements, with any governmental authorities having jurisdiction over the Real Property relating to flood control, drainage, roads, water or sewer facilities or other infrastructure, construction and development for the Real Property; and (e) any and all right, title and interest of Seller in any environmental and/or wetlands mitigation relating to the Real Property, or any portion thereof (collectively, the "Development Plans and Approvals"). The Real Property and the Personal Property are collectively referred to herein as the "Property."

(b) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE CONVEYANCE OF THE PROPERTY SHALL BE SUBJECT TO A RESERVATION BY SELLER OF ALL OF SELLER'S EXISTING INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS ON, IN OR UNDER THE PROPERTY TO THE EXTENT NOT PREVIOUSLY RESERVED AS MORE FULLY SET FORTH IN THE DEED ATTACHED
HERETO AS EXHIBIT B, AND SHALL INCLUDE, HOWEVER, A WAIVER OF SURFACE RIGHTS AS SET FORTH THEREIN.

2. **Deposits.** Within three (3) business days following the Effective Date, Purchaser shall deposit as an earnest money deposit, the sum of Fifteen Thousand and No/100 Dollars ($15,000.00) (the "Initial Deposit") with STEWART TITLE COMPANY (127 N. Waco St., Weatherford, Texas 76086, Attn: Walter E. Zellers, Ph. 817.599.9401) (the "Title Company"). Purchaser shall make an additional deposit payable to Title Company in the amount of Twenty-five Thousand and No/100 Dollars ($25,000.00) (the "Second Deposit") within two (2) business days following the expiration of the Inspection Period (as hereinafter defined). If Purchaser fails to terminate this Agreement prior to the expiration of the Inspection Period, the Initial Deposit and the Second Deposit (together with any interest thereon, sometimes collectively referred to herein as the "Escrow Deposit") shall be non-refundable to Purchaser (except as otherwise expressly provided for herein) and credited to the Purchase Price (as hereinafter defined) at the closing of the transaction evidenced by this Agreement ("Closing"), or otherwise disbursed by Title Company to the appropriate party in accordance with the applicable provisions of this Agreement. Notwithstanding any other provision hereof to the contrary, in any event in which the Escrow Deposit is returned to Purchaser, the amount of One Hundred and No/100 Dollars ($100.00) shall be withheld therefrom, which amount the parties bargained for and agreed to as independent consideration (the "Independent Consideration") for Seller’s grant to Purchaser of Purchaser’s exclusive right to purchase the Property pursuant to the terms hereof and for Seller’s execution, delivery and performance of this Agreement. The Independent Consideration is independent of any other consideration or payment provided in this Agreement, is non-refundable under any circumstances and shall be retained by Seller notwithstanding any other provisions of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, portions of the Escrow Deposit shall become non-refundable to Purchaser in all events as follows:

(a) if this Agreement has not been terminated by Purchaser in accordance with the terms hereof by 5:00 p.m. Central Time on March 30, 2018, $10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Purchaser, unless Closing does not occur as a result of a default by Seller, in its obligations under paragraph 14 below, or termination of this Agreement due to condemnation as provided in paragraph 17;

(b) if this Agreement has not been terminated by Purchaser in accordance with the terms hereof by 5:00 p.m. Central Time on April 30, 2018, an additional $10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Purchaser, for an aggregate hard Escrow Deposit of $20,000.00, unless Closing does not occur as a result of a default by Seller in its obligations under paragraph 14 below, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of this Agreement due to condemnation as provided in paragraph 17;

(c) if this Agreement has not been terminated by Purchaser in accordance with the terms hereof by 5:00 p.m. Central Time on May 31, 2018, an additional $10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Purchaser, for an aggregate hard Escrow Deposit of $30,000.00, unless Closing does not occur as a result of a default by Seller in its obligations under paragraph 14 below, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of this Agreement due to condemnation as provided in paragraph 17; and
(d) if this Agreement has not been terminated by Purchaser in accordance with the terms hereof by 5:00 p.m. Central Time on June 30, 2018, an additional $10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Purchaser, for an aggregate hard Escrow Deposit of $40,000.00, unless Closing does not occur as a result of a default by Seller in its obligations under paragraph 14 below, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of this Agreement due to condemnation as provided in paragraph 17.

Notwithstanding anything contained in this Agreement to the contrary, upon any portion of the Escrow Deposit becoming hard and non-refundable to Purchaser, the Title Company shall release such portion to Seller promptly following written request therefor from Seller to the Title Company, with a copy of such request being simultaneously delivered to Purchaser.

3. Escrow. Purchaser and Seller appoint Title Company to be and act as escrow agent and Title Company upon receipt of the Escrow Deposit shall accept its appointment to hold in an escrow account (hereinafter referred to as "Escrow Account") the Escrow Deposit on the terms and conditions as set forth in this Agreement. Title Company shall from time to time invest the Escrow Deposit in an account reasonably acceptable to Seller and Purchaser for the benefit of the Purchaser or Seller, as the case may be, subject to the terms of this Agreement. The Title Company shall not be responsible for any loss, diminution in value or failure to achieve a greater profit as a result of such investments. Purchaser shall be responsible for any and all bank fees the Title Company shall incur by investing said Escrow Funds. Title Company shall have no responsibility for, nor shall Title Company be held liable for, any loss occurring which arises from the fact that the amount of the Escrow Deposit may cause the aggregate amount of any depositor’s accounts to exceed $250,000.00 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Title Company shall not be responsible for any delay in the electronic wire transfer of funds. The Escrow Deposit shall be paid in accordance with this Agreement or written instructions jointly executed by Purchaser and Seller ("Joint Written Instructions"). The following disbursements shall be made by Title Company: (i) promptly following deposit of the Escrow Deposit, Title Company shall pay to Seller the Independent Consideration.

4. Disputes Involving the Escrow Deposit; Indemnification and Resignation of Title Company.

(a) In the event of any disagreement between Purchaser and Seller resulting in conflicting instructions to, or adverse claims or demands upon Title Company with respect to the release of the Escrow Deposit, Title Company shall refuse to comply with such instruction, claim or demand so long as such disagreement shall continue, and shall not release the Escrow Deposit. Title Company shall not be or become liable in any way to Purchaser or Seller for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue so to refrain from acting until such conflicting or adverse demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by Purchaser and Seller, or (b) shall have finally been determined in a court of competent jurisdiction in Parker County, Texas. Additionally, at its discretion Title Company may proceed with filing an interpleader action in Parker County, Texas. Upon depositing the Escrow Funds with a court of competent jurisdiction in Parker County, Texas, Title Company shall be released from any further obligation, responsibility or liability under this Agreement and shall be entitled
to seek reimbursement out of the Escrow Deposit for its costs and attorney’s fees that are incurred in connection with filing the interpleader action. Title Company is not a trustee for any party for any purpose, and is merely acting as a depository and in a ministerial capacity hereunder with the limited duties herein prescribed and has no responsibility in respect of any instructions, certificate or notice delivered to it or of the Escrow Deposit other than faithfully to carry out the obligations undertaken in this Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(b) Seller and Purchaser hereby agree to indemnify and hold harmless the Title Company from and against all costs, damages, judgment, attorney’s fees, expenses, obligations, and liabilities of any kind or nature, which Title Company in good faith may incur or sustain in connection with this Agreement (collectively, the “Title Company Costs”), excluding any costs, damages, judgment, attorney’s fees, expenses, obligations and liabilities arising from or as a result of a breach of this Agreement by Title Company, or the negligence of Title Company.

(c) Title Company may resign as such hereunder by giving thirty (30) days written notice hereof to Purchaser and Seller. Within ten (10) days after receipt of such notice, Purchaser and Seller shall furnish to the Title Company written instructions for the release of the Escrow Deposit and corresponding escrow documents. If the Purchaser and Seller fail to furnish the written instructions within the ten (10) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor title company and, upon such appointment, deliver the Escrow Deposit and corresponding escrow documents to such successor. By doing so, the Title Company shall not incur any liability to any party to this Agreement and shall be released from any obligation, responsibility and liability under this Agreement arising on or after the date of the appointment of a successor title company. Furthermore, Title Company shall be entitled to be reimbursed out of the Escrow Deposit for its costs and attorney’s fees that are incurred as a result of having to petition the court for the appointment of a successor so long as such resignation and appointment of a successor was not the result of a breach of this Agreement by Title Company, or the negligence of Title Company.

5. **Purchase Price.** The purchase price to be paid by Purchaser for the Property (the “Purchase Price”) shall be One Million Seven Hundred Thousand and No/100 Dollars ($1,700,000.00); provided, however, in the event the Rezoning Approval allows more than one hundred (100) dwelling units to be constructed on the Real Property, then the Purchase Price shall be adjusted upward by an amount equal to the product of $17,000.00 multiplied by the number of dwelling units in excess of one hundred (100) for which Purchaser has received final unconditional approval from the City of Weatherford as of the Closing Date to construct on the Property. The Purchase Price shall be paid by Purchaser to Seller as follows: (i) the Escrow Deposit shall be applied against the Purchase Price, and (ii) the balance of the Purchase Price shall be paid in cash at Closing, subject to closing adjustments and prorations as hereinafter provided, in immediately available funds in the form of a certified or cashier’s check or by wire transfer.

6. **Title Commitment and Survey.**

(a) The Title Company shall provide, at Purchaser’s sole expense, a title insurance commitment (the “Title Commitment”) for an owner policy of title insurance covering the Real Property (the “Title Policy”) on or before February 15, 2018. Purchaser shall, at its sole
expense, obtain a survey of the Real Property (the “Survey”) on or before February 15, 2018. Purchaser shall provide a copy of the Survey to Seller promptly following Purchaser’s receipt of same. The legal description shown on the Survey shall for all purposes become and be the legal description of the Property under this Agreement, once accepted by Seller, which acceptance shall not be unreasonably withheld, conditioned or delayed. Upon request by Purchaser, Seller shall execute an amendment to this Agreement confirming the description of the Property shown on the Survey.

(b) Purchaser shall, no later than March 15, 2018 (the “Title Objection Date”), notify Seller in writing specifying any objections to matters shown on the Title Commitment or the Survey (the “Title Objections”). Any matters on the Title Commitment or the Survey that Purchaser does not object to on or before the Title Objection Date, and which are not items set forth in Sections 6(c)(ii)-(iii) below, shall be deemed “Permitted Exceptions.” Within ten (10) days after Seller’s receipt of Purchaser’s notice of the Title Objections (the “Seller Response Date”), Seller shall advise Purchaser in writing that: (i) Seller shall cause the Title Objections to be removed or remedied prior to Closing or (ii) Seller shall not cause the Title Objections to be removed or remedied prior to Closing. Notwithstanding the foregoing, Seller shall be required to satisfy, cure or remedy those matters set forth in Sections 6(c)(ii)-(iii) below, even if such items are not Title Objections. If Seller does not notify Purchaser in writing of its election on or before the Seller Response Date, Seller shall be deemed to have elected not to cause all of the Title Objections to be removed or remedied prior to Closing. Unless Seller shall elect to cause all of the Title Objections to be removed or remedied and shall provide notice to Purchaser of such election on or before the Seller Response Date, Purchaser shall have ten (10) days after the Seller Response Date (the “Purchaser Re-Election Date”) to elect in writing to: (i) proceed with the purchase and acquire the Property subject to the Title Objections which Seller has not agreed to cure; or (ii) terminate this Agreement by written notice to Seller and Title Company, in which case the Escrow Deposit and any interest accrued thereon, less the Independent Consideration retained by Seller, shall be returned to Purchaser, whereupon both parties shall be released from all further obligations under this Agreement, except those which specifically survive termination hereof. If Purchaser fails or elects to terminate as provided in clause (ii) of the preceding sentence on or before the earlier of the expiration of the Inspection Period or the Purchaser Re-Election Date, then Purchaser will be deemed to have approved all such Title Objections which have not been cured or which Seller has not agreed to cure and all of same shall become Permitted Exceptions.

(c) At or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has elected to cure pursuant to Section 6(b), (ii) any mortgages or deeds of trust, judgment liens, construction liens and other liens (excluding the lien of real estate taxes and assessments not yet due and payable and any lien arising from or as a result of any act or action of Purchaser, including but not limited to pursuant to Purchaser’s inspection of the Real Property) encumbering the Property provided for by statute, code or ordinance, or created by express grant in writing by Seller, and (iii) any and all encumbrances and/or exceptions encumbering the Property created by, under or through Seller after the Effective Date.

(d) From time to time prior to Closing, Purchaser may cause, at its sole expense, the Title Commitment and/or the Survey to be updated (the “Title Update”) and a copy of the Title Update shall be delivered to Seller. If Purchaser objects to any matters shown on the
Title Update that were not shown on the Title Commitment or the Survey, such matters shall be deemed Title Objections and the provisions of subparagraphs 6(b) and 6(c) shall apply to those matters but Purchaser shall have only five (5) business days after receipt of the Title Update or updated Survey to object in writing, failing which such matters shall be deemed Permitted Exceptions.

(e) PURCHASER’S RIGHT TO TERMINATE THIS CONTRACT AS A RESULT OF ANY OBJECTIONS TO TITLE OR TO THE SURVEY SHALL EXPRESSLY TERMINATE UPON THE EXPIRATION OF THE INSPECTION PERIOD, WHEREUPON PURCHASER’S APPROVAL OF THE TITLE COMMITMENT AND SURVEY SHALL BECOME ABSOLUTE AND ALL ITEMS REFERENCED THEREIN SHALL BE CONSIDERED “PERMITTED EXCEPTIONS,” [SUBJECT TO PURCHASER’S RIGHTS UNDER SECTION 6(D).]

7. Inspections.

(a) Within ten (10) days of the Effective Date, Seller shall provide Purchaser with copies of the materials concerning the Property listed on EXHIBIT B attached hereto and incorporated herein by this reference, provided that the materials are in existence and in Seller’s possession or control (the “Property Document(s)”). Following Seller’s delivery of the Property Documents, if, prior to Closing, Seller subsequently comes into possession of a document that would be considered a Property Document, Seller shall provide Purchaser with a copy of such additional Property Document promptly following Seller’s receipt of said document. SELLER HAS OR WILL DELIVER CERTAIN REPORTS, STUDIES AND OTHER PROPERTY DOCUMENTS TO PURCHASER IN RESPECT OF THE PROPERTY AND/OR THE LARGER TRACT OF WHICH IT IS A PART. SELLER EXPRESSLY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY OF THE AFOREMENTIONED INFORMATION FURNISHED TO PURCHASER AND FURTHER, PURCHASER HEREBY AGREES THAT SUCH INFORMATION SHALL BE PROVIDED ON AN “AS IS” BASIS AND SELLER SHALL HAVE NO OBLIGATION TO COMPILE SUCH DATA OR REPORTS.

(b) Purchaser’s inspection period under this Agreement shall begin on the Effective Date and expire at 5:00 p.m. Central Time on March 30, 2018 (the “Inspection Period”).

(c) At all times during the Inspection Period (and thereafter so long as this Agreement is not terminated), Purchaser may examine and inspect the Property and the Property Documents, and in connection therewith, Purchaser and Purchaser’s contractors, consultants, employees, and agents shall be entitled to enter upon the Property, and any portions thereof, and to conduct such tests, studies, and analyses, including, but not limited to, soil tests, environmental and hazardous material (including asbestos) tests, studies, and analyses, and to take any and all other steps or actions determined by Purchaser to be necessary, proper, or appropriate to determine the feasibility (economic or otherwise) of the acquisition of the Property by Purchaser. All inspections to be conducted by Purchaser shall be conducted during normal business hours. In making any inspection hereunder, Purchaser will treat, and will cause any representative of Purchaser to treat, all information obtained by Purchaser pursuant to the terms of this Contract as strictly confidential; provided, however, Seller acknowledges and agrees that (i) Purchaser may provide any or all such information to TDHCA (as hereinafter
defined) in connection with Purchaser’s pursuit of TDHCA Financing (as hereinafter defined),
(ii) any such disclosure shall not constitute a breach of any obligation hereunder to keep such
information confidential, and (iii) upon such disclosure, all such information is a matter of public
record. Further, Purchaser shall, within a reasonable period following receipt of same, deliver to
Seller copies of any and all studies or tests prepared by parties other than Purchaser including,
but without limitation, soil tests, aerial photographs, topographical information, environmental
reports, structural tests, engineering and economic feasibility studies, and other similar
preliminary work, obtained or performed by Purchaser solely in connection with the proposed
acquisition of the Property (whether alone or with other parcels) ("Purchaser’s Inspection
Items"). Purchaser will indemnify Seller from all claims, costs, liabilities and expenses relating
to such inspections, including, without limitation, (a) any and all reasonable attorneys’ fees and
court costs incurred by Seller in connection with any such claims or activities and (b) mechanic’s
liens or claims that may be filed on or asserted against the Property by contractors,
subcontractors or materialmen performing such work for Purchaser; provided, however, no such
indemnity shall extend to or otherwise cover any condition on the Property discovered by
Purchaser nor which result from the negligence or willful misconduct of Seller or its agents,
employees or contractors. Seller agrees to immediately notify Purchaser of the pendency of any
such claims, costs, or expenses. Purchaser shall cause to be repaired any physical damage to the
Property caused by such inspection activities. The provisions of this Section 7(c) shall survive
the termination of this Agreement.

(d) At any time prior to the expiration of the Inspection Period, Purchaser
may, in its sole and absolute discretion, and for any reason or for no reason whatsoever,
terminate this Agreement upon written notification to Seller and Title Company. Upon such
termination, Title Company shall return the Escrow Deposit (together with any accrued interest
thereon), less the Independent Consideration retained by Seller, to Purchaser and all of the rights,
duties and obligations of Purchaser and Seller under this Agreement will immediately terminate,
except for those which specifically survive termination.

8. Seller’s Representations, Warranties and Covenants. As of the Effective Date and
as of the Closing, Seller represents and warrants to Purchaser, and where indicated, covenants
and agrees, as follows:

(a) The execution, delivery and performance by Seller of this Agreement has
been duly and validly authorized by all requisite action on the part of Seller, and no consent of
any person not heretofore obtained is required for such authority.

(b) This Agreement constitutes the legal, valid and binding obligation of
Seller, enforceable against Seller in accordance with its terms.

(c) Seller owns the Property in fee simple, subject only to the Permitted
Exceptions and other matters as would be reflected on a current Survey and/or current title
commitment.

(d) Seller is duly organized and validly exists under the law of its jurisdiction
of organization and is authorized to transact business in the State of Texas, with full power and
authority to enter into and perform this Agreement in accordance with its terms.
(c) There are no actions, suits or proceedings pending or, to Seller’s actual knowledge, threatened against Seller or the Property.

(f) There are no condemnation or eminent domain proceedings pending or to the Seller’s knowledge, threatened concerning the Property, and Seller has received no written notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility, or other taking which may affect the Property.

(g) Except as may be set forth to the contrary in any environmental assessment, soils, or similar investigation reports concerning the Property delivered by Seller to Purchaser, Seller has no actual knowledge of hazardous substances present on the Property in any quantity or manner that violates, or that gives rise to liability, under any applicable environmental law, regulation, or ordinance but Seller has not investigated these matters at all.

(h) Neither the execution and delivery of this Agreement by Seller, nor the consummation by Seller of the transaction contemplated hereby, will (i) require Seller to file or register with, notify, or obtain any permit, authorization, consent, or approval of any person or entity (including any limited partner of Seller or any governmental, quasi-governmental or regulatory authority), (ii) violate or breach any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under any agreement or other instrument, commitment, or obligation to which Seller is a party, or by which Seller, the Property, or any of Seller’s assets may be bound, or (iii) violate any order, writ, injunction, decree, judgment, statute, law, or ruling of any court or governmental authority applicable to Seller, the Property or any of Seller’s assets.

(i) During the term of this Agreement, Seller shall maintain (i) the Property in substantially the same condition as it is in on the Effective Date and (ii) all insurance policies, if any, for the Property as of the Effective Date in full force and effect through Closing.

(j) There are no existing (i) contracts for the sale of all or any portion of the Property, (ii) options to purchase all or any portion of the Property, or (iii) rights of first refusal with respect to the sale of all or any portion of the Property, executed or granted by Seller.

(k) Unless otherwise permitted under this Agreement, Seller shall not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Real Property, or pursue any re-zoning of the Real Property or any other land use approvals relating to the Property without Purchaser’s written consent, which consent may be withheld at Purchaser’s sole and absolute discretion.

(l) To Seller’s actual knowledge, Seller has not received any written order or notice of any governmental authority having jurisdiction over the Property which has not been previously fully complied with or cured. To Seller’s actual knowledge, all requirements of all applicable laws, ordinances, rules, requirements and environmental rules of any governmental agency, body or subdivision thereof bearing on the Property have been complied with, and to Seller’s actual knowledge there are no pending investigations or inquiries into the status of the Property’s compliance with all governmental laws, including the environmental condition of the Property.
(m) There are no leases, tenancies, or other rights of occupancy or use of any portion of the Property pursuant to any agreement to which Seller is a party other than matters set forth or referenced in the Survey and/or Title Commitment.

(n) Seller is not in default (and has committed no act that, with the passage of time and/or the giving of notice would be a default) under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects the Property.

(o) Seller (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent, or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Seller.

(p) [intentionally deleted]

(q) No commitments relating to the Property have been made by Seller to any governmental authority, utility company, school board, church or other religious body, any property owners’ association, or any other organization, group or individual which would impose an obligation upon Purchaser or its successors or assigns to make any contribution, or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property, and to the best of Seller’s knowledge, no governmental authority has imposed any requirement that any owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the Property.

Whenever reference is made in this Agreement to the knowledge of Seller (or “actual” knowledge or “current actual” knowledge), such reference shall be deemed limited to the current actual (but not constructive) knowledge of R. J. Grogan, Jr. without investigation (the “Knowledge Party”). Seller hereby represents that the Knowledge Party is the person with primary knowledge and responsibility respecting the Property.

The provisions of this Section 8(a) through 8(d) shall survive Closing in perpetuity; subsections 8(e) through 8(q) shall survive closing for a period of six (6) months following Closing.

9. Purchaser’s Representations, Warranties and Covenants. As of the Effective Date and as of the Closing, Purchaser represents and warrants to Seller, and where indicated, covenants, and agrees, as follows:

(a) Purchaser is duly organized, validly existing, and in good standing under the laws of the State of Florida;

(b) Purchaser has full power and authority to enter into and perform this Agreement in accordance with its terms;

(c) The person executing this Agreement on behalf of Purchaser has been duly authorized by Purchaser to do so; and
(d) This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

The provisions of this Section 9 shall survive Closing.

10. Governmental Approval Applications. Seller shall promptly, upon Purchaser’s request and provided Seller thereby assumes no liability or obligation for itself or the Property and at no cost to Seller, join in or otherwise consent to any and all reasonably required applications (collectively, the “Applications”) with respect to zoning, platting, site plan approval, vacations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, are reasonably necessary for the development of the Property for Purchaser’s Intended Use (as hereinafter defined), including, without limitation, the Final Site Plan Approval and Rezoning (as hereinafter defined).

11. Closing Conditions. Seller and Purchaser acknowledge and agree that the obligation of Purchaser to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the “Closing Conditions”), unless waived in writing by Purchaser prior to Closing:

(a) At Closing, there shall have been no material, adverse change to the condition of the Property from the condition existing on the Effective Date (ordinary wear and tear excepted), including, without limitation, any adverse change to the environmental condition of the Property.

(b) By Closing, Purchaser shall have obtained final site plan approval for the development of the Property with no less than one hundred (100) multifamily residential units (the “Intended Use”), with all time to appeal such approval having expired and no appeal then pending and no appeal instituted or filed (the “Final Site Plan Approval”).

(c) By Closing, Purchaser shall have obtained TDHCA Financing (as hereinafter defined), or Purchaser shall have waived in writing the requirement and condition precedent to obtain TDHCA Financing. For purposes of this Agreement, the term “TDHCA Financing” means, collectively: (i) an award from Texas Department of Housing and Community Affairs (“TDHCA”) in the 2018 Application Cycle for Federal Income Tax Credits under the Low Income Housing Tax Credit Program (“Tax Credits”), and (iii) a binding commitment acceptable to Purchaser in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor. For so long as this Agreement remains in effect, Purchaser agrees that neither it nor any entity controlled by or under common control with Purchaser shall submit any applications for Tax Credits in 2018 for any other sites in Parker County, Texas other than an application for Tax Credits in connection with that certain approximately 15.0 acre tract of land located on Ric Williamson and identified as Parcel ID R0000102046 by the Parker County Central Appraisal District (the “Ric Williamson Parcel”), and with respect to the Ric Williamson Parcel, Purchaser shall only be permitted to submit such application in the “elderly/senior” demographic.

(d) By Closing, Purchaser shall have obtained all necessary approvals from the City of Weatherford to re-zone the Property to a zoning designation that permits the Purchaser to as of right develop the Property with the Intended Use, with all time to appeal such
approval having expired and no appeal then pending and no appeal instituted or filed (the “Rezoning Approval”).

If any of the Closing Conditions are not satisfied by Closing or the time period specified for each, Purchaser shall have the right to terminate this Agreement upon delivering written notice to Seller, in which event any undisbursed portion of the Escrow Deposit (if any) shall be returned to Purchaser and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof. Notwithstanding anything stated herein to the contrary, in the event Purchaser (i) elects not to file the pre-application for Tax Credits, (ii) elects not to file the application for Tax Credits, or (iii) withdraws its application for Tax Credits, in any such event, same shall constitute a termination of this Agreement and Purchaser shall be entitled to receive a refund of that portion of the Escrow Deposit not deemed to be non-refundable pursuant to Section 2(a)-(d) hereof as of the date of such termination.

12. Closing. Unless sooner terminated by either Seller or Purchaser pursuant to the provisions of this Agreement and subject to the terms and conditions of this Agreement, Closing shall take place at the offices of the Title Company by mail, on or before August 31, 2018 (the “Closing Date”). Purchaser shall have the right to close this transaction prior to the then scheduled Closing Date. If Purchaser elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) business days prior to the new Closing Date. Purchaser shall also have the right to extend the Closing Date (but to no later than December 20, 2018) by exercising up to four (4) consecutive Closing extensions (each Closing extension being referred to herein as a “Closing Extension”). If Purchaser elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election on or before the previously-scheduled Closing Date and deliver an extension fee in the amount of Fifteen Thousand and No/100 Dollars ($15,000.00) (“Extension Fee”) to Seller. If a Closing Extension is timely exercised by Purchaser, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date, other than the fourth and final extension, which if exercised, shall extend Closing to December 20, 2018. Each Extension Fee is non-refundable upon payment to Seller, except if Closing does not occur due to a default by Seller under paragraph 14 of this Agreement, or termination of this Agreement due to condemnation as provided in paragraph 17, in which case the Extension Fee shall be immediately returned to Purchaser, which obligation shall survive the termination of this Agreement. Purchaser will receive a credit toward its payment of the Purchase Price for each Extension Fee, notwithstanding anything contained herein to the contrary, if Purchaser exercises its right to extend the Closing Date to December 20, 2018, Seller shall have the right upon not less than ten (10) business days’ prior written notice to Purchaser, to elect to extend the Closing Date to January 15, 2019.


(a) Seller shall be responsible for and pay all accrued expenses, if any, (other than expenses incurred by Purchaser) with respect to the Property accruing up to 11:59 p.m. Central Time on the day prior to the Closing Date (the “Adjustment Date”) and shall be entitled to receive and retain all revenue, if any, from the Property accruing up to such time.

(b) Real estate taxes shall be prorated as of the Adjustment Date. If the real estate tax bills for the year of Closing have been rendered as of the Adjustment Date, such taxes shall be prorated based on the maximum lawful discount. If the real estate tax bills for the year
of Closing have not been rendered as of the Adjustment Date, such taxes will be prorated based upon the amount for the tax bills for the prior year (based upon the maximum lawful discount), and such proration shall be final.

(c) Certified assessment liens by any governmental or quasi-governmental authority as of the Adjustment Date shall be paid by Seller. Pending assessment liens by any governmental or quasi-governmental authority as of the Adjustment Date shall be assumed by Purchaser; provided, however, that where the improvement with respect to such pending assessment lien has been substantially completed as of the Closing Date, such pending lien shall be charged to Seller at Closing in an amount equal to the last estimate by the public body of the assessment for the improvement. Special assessments shall be prorated as of the Adjustment Date.

(d) Seller shall pay its own attorneys’ fees incurred in connection with this transaction, except as provided in Section 23 of this Agreement.

(e) Purchaser shall pay: (i) the costs of any reports and inspections ordered by or through Purchaser; (ii) the cost of obtaining the Title Commitment, the Survey, and the Title Update, and the premiums associated with any Title Policy or any endorsements thereto; (iii) any other costs associated with any loan obtained by Purchaser in connection with this transaction; (iv) except as provided in Section 23, its own attorneys’ fees incurred in connection with this transaction; and (v) all costs relating to applications for zoning, site plan, or other governmental approvals.

(f) The provisions of this Section 13 shall survive the Closing.

14. Deliveries by Seller at Closing. At the Closing, Seller shall cause to be delivered to Purchaser the following documents and other items, all in form and substance reasonably acceptable to Seller, Purchaser, their legal counsel and the Title Company: (a) a special warranty deed conveying indefeasible and insurable fee simple title to all of the Real Property, subject only to the Permitted Exceptions in the form attached hereto as EXHIBIT C; (b) if applicable, a bill of sale conveying any tangible Personal Property, if any, located upon the Property; (c) an assignment of Seller’s right, title, and interest in the Development Plans and Approvals, the Development Rights, if any, and any intangible Personal Property related to the Property, to the extent assignable; (d) the Development Plans and Approvals and any documents related to the Development Rights, to the extent applicable and in Seller’s possession or control, if any; (e) if Seller is not a natural person, appropriate entity resolutions of Seller, evidence of Seller’s good standing and authority to transact business, and such other documentation evidencing Seller’s authority to sell the Property to Purchaser pursuant to this Agreement that may be required by the Title Company; (f) a duly executed certificate required under the Foreign Investors in Real Property Tax Act of 1980, as amended; (g) a closing statement executed by Seller showing all monies paid and to be paid in connection with the transaction contemplated hereby (the “Closing Statement”); (h) a title affidavit reasonably satisfactory to the Title Company for purposes of deleting the applicable standard pre-printed exceptions from the Title Commitment and Title Policy; (i) if agreed by Seller, corrective title instruments, if any, necessary to cure any Title Objections or satisfy any requirements of the Title Company; and (j) such other documents as are customarily given in comparable transactions in Parker County, Texas, or as may be reasonably requested by Purchaser’s counsel or the Title Company consistent with the intent of this Agreement.
15. **Deliveries by Purchaser at Closing.** At Closing, Purchaser shall cause to be delivered to Seller the following documents and other items: (i) immediately available funds in the form of a wire transfer, payable to the Title Company or Seller in an amount equal to the balance of the Purchase Price, plus or minus any closing adjustments as set forth in Section 5 or 13 or other Closing credits or changes in favor of or changeable to Purchaser provided for in this Agreement; (ii) the Closing Statement executed by Purchaser; and (iii) such other documents as are customarily given in comparable transactions in Parker County, Texas, or as may be reasonably requested by Seller's counsel or the Title Company consistent with the intent of this Agreement.

16. **Default.**

(a) In the event that Seller is not entitled to terminate this Agreement under any provision hereof and Purchaser is not in default in performance of the terms hereof, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a representation or warranty, then Seller shall be in default under this Agreement and Purchaser may elect, as its sole and exclusive remedy, either to (i) terminate this Agreement and receive the return of the Escrow Deposit and any interest accrued thereon, less the Independent Consideration retained by Seller, or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller's default consists of a sale of the Property by Seller to a third party in violation of Purchaser's rights under this Agreement, Purchaser shall have the right to recover from Seller damages in an amount equal to all out of pocket expenses incurred by Purchaser in connection with the proposed acquisition and/or development of the Property, but in no event more than $100,000.

(b) In the event that Purchaser is not entitled to terminate this Agreement under any provision hereof and Seller is not in default in performance of the terms hereof, then in the event Purchaser shall fail to consummate the transaction contemplated herein, then Purchaser shall be in default under this Agreement and Seller may elect, as Seller's sole and exclusive remedy, to receive from the Title Company or otherwise retain the Escrow Deposit to the extent paid and any interest accrued thereon, whereupon it shall be and become the sole property of Seller, such sums being agreed upon as Seller's liquidated damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed upon Purchaser by the terms and conditions of this Agreement due to the difficulty, inconvenience, and uncertainty of ascertaining Seller's actual damages in the event of Purchaser's default under this Agreement. No other damages, rights, or remedies shall in any case be collectible, enforceable, or available to Seller other than as provided in this Section 16(b).

17. **Condemnation.** In the event that prior to Closing, all or any material part of the Property is taken or if access is materially impaired as a result of condemnation or eminent domain proceedings, or if notice of such a taking is received by Seller, then a Purchaser may, by written notice to Seller, elect to: (i) terminate this Agreement, in which event the then undisbursed portion of the Escrow Deposit and any interest accrued thereon, less the Independent Consideration retained by Seller, shall be returned to Purchaser, and neither party shall have any further obligations to the other (except for those obligations which expressly survive termination of this Agreement); or (ii) proceed with the purchase of the Property, in which case Seller shall, at Closing, assign to Purchaser all of Seller's right, title, and interest in and to any awards made on account of the taking.
18. Brokers. The parties hereby represent and warrant each to the other that they have not utilized or engaged any real estate broker, salesman or finder with respect to the transaction contemplated by this Agreement, other than Jennifer Bruns of Railhead Realty, whose commission shall be three percent (3%) and paid by Purchaser pursuant to separate agreements. Each party hereby agrees to indemnify and hold the other harmless from and against any liability, loss, cost or expense (including reasonable attorneys’ fees and court costs, including those incurred in dispute resolution or appellate matters) resulting from a claim or demand for any commission in connection with this Agreement or the purchase and sale of the Property which the indemnified party shall suffer as a result of a breach of the representations and warranties contained in this Section 18. The provisions of this Section 18 shall survive Closing or the earlier termination of this Agreement.

19. Title Company. Title Company has agreed to act as such for the convenience of the parties. Title Company shall not be liable for any act or omission to act except for its own gross negligence or willful misconduct. Title Company shall be entitled to rely on any document or paper received by it, believed by Title Company, in good faith, to be bona fide and genuine. In the event of any dispute as to the disposition of the Escrow Deposit, Title Company shall give written notice to all parties advising that, in the absence of written instructions signed by both Purchaser and Seller received within the next ten (10) business days, Title Company shall interplead the Escrow Deposit by filing an interpleader action in the a court of competent jurisdiction in Parker County, Texas (the “Court”) (to the jurisdiction of which both parties do hereby consent). If Title Company does not receive the aforesaid written instructions from Purchaser and Seller, it shall continue to hold the Escrow Deposit pursuant to such written instructions. If Title Company receives the aforesaid written instructions from Purchaser and Seller, it shall deliver into the registry of the Court the Escrow Deposit, including all interest earned thereon, whereupon Title Company shall be relieved and released from any further liability as Title Company hereunder.

20. Notices. Any and all notices required or permitted to be served pursuant to the terms of this Agreement shall be in writing, effective upon receipt and shall be (a) mailed by registered or certified mail, with return receipt requested and postage prepaid, (b) sent by Federal Express or other commercially recognized overnight mail service, postage prepaid, (c) hand delivered, or (d) delivered by facsimile transmission or email as follows:

If to Seller: GCP/GGP c/o R. J. Grogan, Jr. With a copy to: N/A
2808 Fairmount, Suite 150 Dallas, TX 75201 Telephone No.: (214) 979-1100 Fax No.: (214) 979-1110 Email: jgrogan@gbdallas.com
If to Saigebrook Development, LLC
Purchaser: 421 West 3rd Street
Suite 1504
Austin, TX 78701
Attention: Lisa Stephens
Telephone No.: (352) 213-8700
Email: lisa@saigebrook.com

With Shutts & Bowen LLP
copies 200 South Biscayne Boulevard
to: Suite 4100
Miami, Florida 33131
Attention: Robert Cheng, Esq.
Telephone No.: (305) 415-9083
Fax No.: (305) 347-7783
Email: rcheng@shutts.com

If to Title Stewart Title Company
Company: Attn: Walter E. Zellers
127 N. Waco St.
Weatherford, Texas 76086
Telephone: (817) 599-9401

Any party hereto may, at any time, by written notice to the other party hereto, designate any other address or contact information in substitution of the foregoing address or contact information to which notice under this Agreement shall be given and other parties to whom copies of all notices hereunder shall be sent. Further, notices submitted to or by an attorney on behalf of either party shall be sufficient for the purposes of this Agreement.

21. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement, nor any provision hereof, may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. No delay or omission in the exercise of any right or remedy accruing to one party upon any breach by the other party under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a party of any condition or the breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein contained.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without application of its conflict of law principles.

23. Attorneys’ Fees. If any action or other proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees, costs and disbursements at the dispute resolution, trial, and all appellate levels, notwithstanding any limitations on liability or remedies otherwise set forth in this Agreement.

24. Time. Time is of the essence. Unless business days are specifically referenced, any reference herein to time periods shall be calendar days and, in the computation thereof, include Saturdays, Sundays and legal holidays, but any time period provided for herein which
shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. Central Time of the next full business day.

25. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

26. **Headings.** Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

27. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party.

28. **Assignment.** This Agreement may be assigned or transferred by Purchaser to an entity controlling, controlled by, or under common control with Purchaser.

29. **DTPA.** PURCHASER ACKNOWLEDGES AND AGREES, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERMITTED ASSIGNS AND SUCCESSORS OF PURCHASER HEREAFTER, THAT THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SUBCHAPTER E OF CHAPTER 17 OF THE TEXAS BUSINESS AND COMMERCE CODE (THE “DTPA”), IS NOT APPLICABLE TO THIS TRANSACTION. ACCORDINGLY, PURCHASER’S RIGHTS AND REMEDIES WITH RESPECT TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, AND WITH RESPECT TO ALL ACTS OR PRACTICES OF SELLER, PAST, PRESENT OR FUTURE, IN CONNECTION WITH SUCH TRANSACTION, SHALL BE GOVERNED BY LEGAL PRINCIPLES OTHER THAN THE DTPA. IN FURTHERANCE THEREOF, PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY/LEGAL COUNSEL OF ITS OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER. PURCHASER COVENANTS, REPRESENTS AND WARRANTS THAT SUCH ATTORNEY/LEGAL COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED, OR SELECTED BY SELLER OR AN AGENT OF SELLER. THE PROVISIONS OF THIS SECTION 29 SHALL SURVIVE THE CLOSING.

30. **AS-IS.** IT IS UNDERSTOOD AND AGREED THAT EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THE DEED AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) THE PROPERTY IS SOLD BY SELLER AND PURCHASED AND ACCEPTED BY PURCHASER ON AN “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” BASIS, SUBJECT TO ANY CONDITION WHICH MAY EXIST, AND WITHOUT THE EXISTENCE OF AND WITHOUT RELIANCE UPON ANY REPRESENTATION, WARRANTY, AGREEMENT, OR STATEMENT BY SELLER, OR ANYONE ACTING ON BEHALF OF SELLER INCLUDING, WITHOUT LIMITATION, ANY BROKER, ENGINEER, ARCHITECT, ATTORNEY, SURVEYOR, APPRAISER, OR ENVIRONMENTAL CONSULTANT; (B) PURCHASER HAS OR WILL HAVE, PRIOR TO THE CLOSING THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE
PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY ON THE FOREGOING BASIS; AND (C) PURCHASER IS RELYING SOLELY UPON SUCH INSPECTIONS, EXAMINATION, AND EVALUATION OF THE PROPERTY BY PURCHASER IN PURCHASING THE PROPERTY ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS” BASIS, WITHOUT REPRESENTATION, WARRANTY, AGREEMENT OR STATEMENT BY SELLER OR ANYONE ACTING ON BEHALF OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE.

31. Easements.

(a) Access Easement. At Closing, Seller shall grant to Purchaser a perpetual easement with a minimum width of forty (40) feet (but no wider than fifty (50) feet, to the extent required by the City of Weatherford) over and across Seller’s adjacent property for the purpose of providing an access road to and from the Property and College Park Drive and for providing utilities to the Property (the “Access Easement”). The location of the Access Easement shall be subject to the approval of the City of Weatherford (the “City”); provided, however, Purchaser shall use reasonable efforts to seek the approval of the City to locate the access road as close to the East property line as the City shall permit.

(i) The Access Easement shall provide, among other things, that Purchaser shall be responsible for the construction of all improvements within the Access Easement, including, but not limited to construction of a driveway and deceleration lane (if applicable) and landscaping as required by the applicable governmental authorities, in a manner consistent with the plans approved in writing by Seller (the “Initial Access Easement Costs”); provided, however, upon the earlier of (A) issuance of the first permit for vertical improvements to be constructed on any portion of the Adjacent Land (as hereinafter defined), and (B) five (5) years following the Closing (the “Reimbursement Date”), the owner of such property shall pay to Purchaser fifty percent (50%) Initial Access Easement Costs. The Initial Access Easement Costs shall not include any costs for installation of utilities, which costs Purchaser agrees to pay solely; provided however, in the event Seller requests that Purchaser upsize such utilities to provide service to the Adjacent Land, Seller agrees to pay Purchaser the increase in cost caused by such upsizing and such amount (the “Upsizing Cost”) shall be paid by the owner of the Adjacent Parcel on the Reimbursement Date. Such reimbursement obligations shall be expressly included in the Access Easement and shall be binding on Seller’s successors and assigns as owner(s) of the Adjacent Land.

(ii) Purchaser shall be responsible for all repairs and maintenance of the Access Easement, including the improvements located thereon, but subject to Seller’s obligation to reimburse Purchaser for an equitable share of the cost of all repairs and replacements, based upon estimated intensity of use of the Access Easement.

(iii) During the Inspection Period, Purchaser shall prepare at its sole cost and expense plans and an estimate of costs associated with the improvements to be made within the Access Easement and provide same to Seller for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Seller does not deliver written notice of disapproval of either or both the plans and/or cost estimate within fifteen (15) days following receipt of same from Purchaser (which disapproval notice shall specify in reasonable detail, the reason for such disapproval), the plans and/or cost estimate, as applicable, shall be deemed approved by Seller.
(iv) Within the Inspection Period, Purchaser and Seller shall use reasonable good faith efforts to agree on (1) a form of easement incorporating the above referenced provisions and (2) the amount of the Initial Access Easement Costs.

(v) Notwithstanding anything contained in this Agreement to the contrary, the City of Weatherford requires Purchaser to have a second point of ingress/egress from the Property, Seller agrees to reasonably cooperate with such requirements, including the grant of additional easements, provided same does not require Seller to incur additional out-of-pocket costs.

(b) Signage Easement. At Closing, Seller shall grant to Purchaser an exclusive ten (10) foot by ten (10) foot easement located adjacent to the Access Easement and its intersection with College Park Drive, granting Purchaser the right (subject to all required government approvals) to erect a permanent sign (the “Sign”) advertising Purchaser’s Intended Use at the Property (the “Signage Easement”). In the event the City precludes or prohibits the erection of the Sign on easement property, Seller agrees to convey to Purchaser fee simple title to a parcel of property adjacent to the Access Easement, no larger than necessary to effectively situate the Sign (which may include portions of the land herein contemplated to be part of the Access Easement). The Signage Easement shall be appurtenant to the Property and shall be in compliance with all applicable ordinances, laws and regulations. Purchaser shall be responsible for the construction and maintenance of the Sign and the Signage Easement.

(c) Temporary Construction Easement. At Closing, Seller shall grant to Purchaser a temporary construction easement (the “Temporary Construction Easement”) over, on and across Seller’s property for ingress, egress of persons, materials and equipment reasonably necessary for the construction of all the improvements within the Access Easement area, including, but not limited to construction of a driveway, installation of utilities and landscaping. Purchaser shall use reasonable efforts so as to minimize disruptions of the access to, use, occupancy, enjoyment or development of Seller’s property.

32. Cessation of Other Efforts. Except as otherwise expressly permitted with respect to the Ric Williamson Parcel pursuant to Section 11(c) hereof, during the pendency of this Agreement, Purchaser shall not initiate, participate in or be a party to, directly or indirectly, any negotiations, discussions, agreements, or other efforts to acquire or control (directly or indirectly) any other site within Parker County, Texas (the “Restricted Area”) for the construction, operation, or development (now or in the future) of a residential project by Purchaser or any of its affiliates. This provision shall not apply or be of any force or effect after the termination of this Contract or Closing.

33. Development Restrictions. On or before February 15, 2017 (but in all events prior to the submission of same to the City of Weatherford or any other authority), Purchaser shall use diligent efforts to prepare and submit to Seller a preliminary or conceptual site plan depicting Purchaser’s proposed uses, the proposed location of Purchaser’s improvements to be constructed on the Land and such details as to Purchaser’s proposed improvements and relating landscaping as is reasonably necessary to complete the blanks and required exhibits in the BSRA (as hereinafter defined), including, without limitation, the proposed exterior materials, elevations, facades, screening walls/fences and other such information. Seller agrees not to unreasonably withhold, condition or delay its consent of such plans. Seller’s obligations hereunder shall be expressly conditioned on Seller’s review and affirmative approval or deemed
approval of such plans and, upon such approval, not to be unreasonably withheld, conditioned or delayed in any event. Purchaser shall be bound by same and shall make no material changes to same without the prior written consent of Seller. Thereafter, Purchaser shall be entitled to make such changes thereto as do not, in Seller’s reasonable opinion, materially and adversely affect the Adjacent Land (as hereinafter defined). At Closing, Seller and Purchaser shall enter into a Building Site Restriction Agreement, in substantially the form attached hereto as EXHIBIT D (the “BSRA”) with such changes thereto as Seller and Purchaser approve prior to Closing, to memorialize and affirm the agreements set forth herein regarding the location and nature of improvements pursuant to the approved plans, attaching the approved final site plan as exhibits thereto. This Section 33 shall survive the Closing. Seller agrees not to unreasonably withhold, condition or delay its approval. The final site plan approved or deemed approved shall be attached to the BSRA (as hereinafter defined) as EXHIBIT D thereto. Seller agrees that Purchaser may submit schematic or conceptual plans to Seller for approval during the Inspection Period (so as to gain assurances of ultimately receiving final approval without incurring substantial costs needed for final plans) and that any final construction plans that conform in all material respects to the schematic plans approved by Seller (being referred to here as “Approved Conceptual Plans”) shall also be deemed approved by Seller.

34. Development and Repurchase. Seller and Purchaser agree to cooperate with one another in an effort to agree upon a Development and Repurchase Agreement (the “DRA”) with respect to the Land (the “DRA”) prior to the expiration of the Inspection Period. Seller and Purchaser each agree not to unreasonably withhold, condition or delay its approval of the DRA. The DRA shall, among other things, obligate Purchaser to commence, on or before December 31, 2020 (as such date is extended by casualty, condemnation, or force majeure), the construction of the Purchaser’s approved improvements and associated parking facilities, landscaping, streetscape and other improvements (collectively, “Purchaser’s Work”) in substantial accordance with the design development drawings consistent with the Approved Conceptual Plans and approved by the City of Weatherford (the “Approved Plans”), and to substantially complete same in substantial accordance with the Approved Plans on or before December 31, 2022 (as each such date is extended by casualty, condemnation, or force majeure). Purchaser’s failure to meet such deadline for commencement of Purchaser’s Work will entitle Seller to the repurchase remedies and/or monetary penalties, all as set forth in the DRA, and Purchaser’s failure to meet the deadline for completion of the Purchaser’s Work will entitle Seller only to the monetary penalties set forth in the DRA, it being understood and agreed that any repurchase rights shall cease and be of no further force or effect upon commencement of the Purchaser’s Work. For purposes of this Section 34 and the DRA, “commence” or “commencement” shall mean clearing or grading of the Property, and “complete” or “completion” shall mean the issuance of a temporary certificate of occupancy or similar approval from the applicable governmental authority permitting Purchaser to operate the Property as a multifamily apartment rental community.

35. Grading and Drainage. Purchaser and Seller acknowledge that each of the Land and Seller’s (and Seller’s affiliates) adjacent remaining land described on EXHIBIT E (the “Adjacent Land”) will require certain “finish-grading” in order to render the sites ready for construction of buildings, parking lots, access drive improvements, and other improvements. Prior to Closing, Seller and Purchaser agree to reasonably cooperate with one another in any effort to agree upon a final uniform finished grading and drainage plan covering the Land (but not the Adjacent Land). Seller agrees not to unreasonably withhold, condition or delay its
approval of Purchaser’s drainage plan. Thereafter, Purchaser shall only be entitled to make such changes to the plan as do not, in Seller’s reasonable opinion, materially and adversely affect the Adjacent Land. Such final grading and drainage plan shall be attached to the BSRA (as hereinafter defined) as Exhibit G thereto. Seller acknowledges and agrees that any increased costs to Purchaser with respect to the development of the Property necessitated by accommodating drainage from the Adjacent Property shall be promptly reimbursed to Purchaser on the Reimbursement Date. The provisions of this Section 35 shall survive Closing and be incorporated into the BSRA.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the Effective Date.

SELLER:

GROGAN CHILDREN PARTNERS L.P.
a Texas limited partnership

By: Fossil Hill Interests, Ltd.,
a Texas limited liability company, its General Partner

By: R.J. Grogan, Jr.,
Manager

Date: 1/4/2018

GROGAN GRANDCHILDREN PARTNERS,
L.P.,
a Texas limited partnership

By: CPCO, Inc., a Texas corporation, its General Partner

By: R.J. Grogan, Jr.,
President

Date: 1/4/2018

PURCHASER:

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company

By: Lisa Stephens
Name: Lisa Stephens
Title: President

Date: 1-4-18
36. ACKNOWLEDGMENT OF TITLE COMPANY

[Receipt of Agreement]

The undersigned hereby acknowledges receipt of the Purchase and Sale Agreement, and agrees to perform its duties pursuant to the provisions of this Agreement.

STEWART TITLE COMPANY

By: [Signature]
Name: Krisam Frierson
Title: Legal Assistant

Date (the Effective Date of the Purchase and Sale Agreement)

Jan. 4, 2018
37. ACKNOWLEDGMENT OF TITLE COMPANY

The undersigned hereby acknowledges receipt of the Initial Deposit, and agrees to accept, hold and disburse same in accordance with the provisions of this Agreement. 

STEWART TITLE COMPANY

By: [Signature]

Name: Kristen Frierson-Allen

Title: Legal Assistant

January 5, 2018
EXHIBIT A

Depiction of the Land
EXHIBIT B

List of Property Documents

Existing survey

? ? ?

? ? ?

EXHIBIT "C"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF ___ §

COUNTY OF ___ §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT __________________, an __________________ ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto _____________________ ("Grantee"), whose address for the purposes hereof is ____________________________, that certain tract or parcel of land located in _____ County, Texas, and being more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference for all purposes, together with all and singular the improvements, and fixtures located thereon or
attached thereto (all of such land, improvements and property are collectively referred to herein as the “Property”); provided, however, that this conveyance is made and accepted subject to all those certain easements, covenants, restrictions and other matters more particularly described in Exhibit “B” attached hereto and incorporated herein by this reference for all purposes, to the extent the same are valid and subsisting and affect the Property (the “Permitted Exceptions”).

This deed is subject to, and there is hereby EXCEPTED and RESERVED unto the persons and party comprising Grantors, their respective heirs or successors and assigns, Grantor’s interest in all of the oil, gas and all other minerals in, on, under and that may be produced, saved, sold and/or marketed from the Property; provided, however, that Grantors, their respective heirs or successors and assigns, hereby waive all rights of ingress and egress and other rights to enter upon or use the surface of the Property for any purpose in connection therewith, including, without limitation, the purpose of exploring, developing, mining, extracting or drilling for same. It is hereby understood and agreed upon by and between Grantors and Grantee, their respective heirs or successors and assigns, that Grantors, their respective lessees, heirs, successors and/or assigns, shall have the right to drill beneath (using slant hole or horizontal drilling methods only) and produce oil, gas and all other minerals from the Property or any lands contiguous to the Property, subject to the following limitations and restrictions: all slant hole or directional drilling beneath the Property pursuant to this reservation shall be at a depth of not less than 500 feet below the surface of the Property, no penetration of the surface of the Property may be made and no such activity may be undertaken that results in the subsidence of the surface of the Land, interferes with the use or operation of the improvements on the Property or that damages in any way the improvements on the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise; subject, however, to the Permitted Exceptions.

For the same consideration, Grantor hereby conveys unto Grantee, all interest, if any, of Grantor in strips and gores between the Property and abutting properties and any land lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Property; provided, however, this conveyance pursuant to this paragraph is made subject to all existing reservations from and exceptions to title and is made without express or implied warranty, and all warranties that might arise by common law and the warranties in §5.023 of the Texas Property Code (or its successor) are hereby expressly excluded.
Except as specifically set forth in that Purchase and Sale Agreement (the “Landlord”) between Grantor and Grantee dated December __, 2017 to the contrary, the transfer of the Property by Grantor to Grantee is made on an “AS IS WHERE IS” basis.

By acceptance hereof, Grantee assumes and agrees to pay taxes for 2018 and subsequent years, subject to the terms of the Contract.

[REMAINDER OF PAGE LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]
EXECUTED effective as of the ___ day of ____, _____.

By: ______________________________
Title: ______________________________

STATE OF TEXAS §
COUNTY OF _________ §

This instrument was acknowledged before me on the _____ day of ____________, 20__, by ____________________________, a ___________________________ of ____________________________, a ____________________________, on behalf of said ____________________________.

________________________________
Notary Public, State of Texas

My Commission Expires:
EXHIBIT D

BUILDING SITE RESTRICTION AGREEMENT

THIS BUILDING SITE RESTRICTION AGREEMENT (this "Agreement") is executed and entered into as of the ___ day of ____, 20__, by and between ____________, a ("Developer"), and ____________, a ("Parcel Owner").

WHEREAS, Developer is the owner of that certain tract of land (the "Developer Tract") situated in _________ County, Texas, as more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes;

WHEREAS, Parcel Owner is the owner of that certain tract of land (the "Parcel") situated in _________ County, Texas, as more particularly described in Exhibit B attached hereto and incorporated herein by reference for all purposes;

WHEREAS, in order to protect Developer against the development of the Parcel in a manner which might adversely affect Developer or the value of the Developer Tract, Developer and Parcel Owner desire to restrict the development of the Parcel as set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Developer and Parcel Owner hereby agree as follows:

1. General Limitation. Except for (i) signage, (ii) surface paving and other parking and driveway improvements, and (iii) improvements related to utilities located in or on easements for such utilities, no structures or improvements shall be constructed or located on any portion of the Parcel other than substantially in the location designated on the site plan of the Parcel attached hereto as Exhibit C and incorporated herein by reference (the "Site Plan").

2. Specific Limitation. No building or structure shall be constructed or maintained on the Parcel unless such building or structure shall conform to the following covenants and requirements:

   (a) No building shall exceed the heights shown in the Plans (as hereinafter defined) for same nor shall any building exceed ___ (__) stories; [NOTE: 3 stories is acceptable]

   (b) There shall be no buildings constructed on the Parcel except as shown on the Site Plan;

   (c) Any rooftop equipment located on the top of any building shall be screened on all four (4) sides;
(d) No rooftop sign shall be erected or maintained with respect to any such building;

(e) Freestanding monument identification signs and entrance/exit signs erected on the Parcel shall be located only as shown on the Site Plan (or, if not shown on the Site Plan, then as may hereafter be approved in writing by Developer and shall comply with all applicable codes and ordinances of the City of __________ and shall not exceed four feet (4’) in height or eight feet (8’) in width.

(f) Unless otherwise approved in writing by Developer, (i) all building improvements shall be constructed of at least _____ % [NOTE: % to be only as appropriate for product and location] masonry on all exterior veneer walls; (ii) all chimneys shall be brick or stone masonry only; (iii) no improvements constructed on the Parcel shall have metal siding thereon, except for roofing materials and accents and any dumpster or trash bin located on the Parcel shall be adequately screened from the view of the Developer Tract.

(g) Parcel Owner shall cause irrigated landscaped areas to be added and maintained according to commercially reasonable standards in conjunction with all buildings and other improvements constructed on the Parcel in substantial accordance with the irrigation plans approved by Developer, which plans are described on Exhibit D attached hereto.

(h) The Parcel shall be kept neat, orderly, and trimmed according to commercially reasonable standards prior to being improved and constructed and thereafter.

(i) A building, structure or improvement on the Parcel shall be used for multi-family apartment, townhome or condominium uses and related uses (e.g. laundry, recreational, fitness, clubhouse, garage) only; no building, structure or other improvement on the Parcel may be used as a theater, night club, bowling alley, billiard parlor or otherwise primarily as a place of commercial recreation or amusement (play areas, clubhouses, swimming pools, party rooms and fitness facilities incidental to a use permitted hereby are also permissible), or as a business serving or selling alcoholic beverages for on-premises consumption (other than incidental to a use permitted hereby), or for any sexually-oriented business or businesses offering, holding, or selling pornographic or sexually-oriented products, services, or entertainment.

(j) In connection with the development of any improvements, Parcel Owner shall construct a fence or wall around the entire perimeter of the Parcel as may be required by the City of __________ and, if required, such fence or wall shall be constructed of either brick or stone masonry or wrought iron or a combination of same; and shall be constructed in substantial accordance with the landscape architectural drawings approved in writing by the Developer, which plans are described on Exhibit E attached hereto. The fence or wall shall be sufficient to satisfy all screening wall, buffer and other such requirements of the City of __________ as may be applicable to the Parcel and/or the Developer Tract.
(k) No buildings or structures shall be constructed on the Parcel except in substantial accordance with the plans and specifications approved in writing by Developer, which plans (the “Plans”) are described on Exhibit F attached hereto.

3. **Grade, Drainage, and Elevation.** Except as may hereafter be agreed in writing by Parcel Owner and Developer, there shall be no material change or alteration of the existing grade, drainage flows, or elevation of the Parcel except as shown on the engineering and landscape architectural drawings approved in writing by Developer, which plans are described on Exhibit G attached hereto.

4. **Binding Effect.** The covenants and restrictions set forth in this Agreement shall (i) be binding upon and run with the Parcel and the Developer Tract for a period of fifteen (15) years following the issuance of the first certificate of occupancy for any improvements constructed on the Parcel following the date hereof, (ii) be binding upon Parcel Owner, Developer and their respective successors and assigns, including any and all parties hereafter acquiring an interest in the Parcel or the Developer Tract or any portion thereof (including mortgagees and any purchasers at any foreclosure sale or by deed in lieu thereof), and (iii) inure to the benefit of and be enforceable by Parcel Owner and Developer and their respective successors and assigns, including any and all parties hereafter acquiring an interest in the Developer Tract, the Parcel or any portion thereof.

5. **Miscellaneous.**

(a) **Waiver.** No failure of any party to exercise any power given to such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of any party’s right to demand exact compliance with the terms hereof.

(b) **No Dedication.** Nothing contained in this Agreement is intended to, nor shall it be construed as, dedicating any easements or rights to the public and any other party or entity.

(c) **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

DEVELOPER:

________________________,

a ______________________

By: ______________________

Name: ____________________

Title: _____________________

PARCEL OWNER:

________________________,

a ______________________

By: ______________________

Name: ____________________

Title: _____________________

STATE OF TEXAS §

COUNTY OF ____________ §

This instrument was acknowledged before me on _____, 2015, by ___________________,

________________ of _____________, a ______________, on behalf of said

________________.

__________________________,

Notary Public, State of Texas

My Commission Expires:

__________________________
STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on __________, 2015, by
_________________________ of __________________________, a
________________________, on behalf of said ______________________.

______________________________
Notary Public, State of Texas

My Commission Expires:
Escrow
xxx52040

Amount: $15,000.00
Description: Wire Transfer CreditSAIGEBROOK DEVELOPMENT, LLC
Posted Date: 1/5/2018
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Title Commitment
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

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

Countersigned by:

_________________________
Authorized Countersignature
Stewart Title Company
15950 Dallas Parkway, Suite 100
Dallas, TX 75248

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

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

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

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.
IMPORTANT INFORMATION

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

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

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

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

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

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

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

FORM: Commitment for Title Insurance
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.

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
1. The policy or policies to be issued are:
   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
       (Not applicable for improved one-to-four family residential real estate)
       Policy Amount: $1,700,000.00
       PROPOSED INSURED: The McFarland, LLC, a Texas limited liability company
   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
       --ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
       Policy Amount: $
       PROPOSED INSURED:
   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:
   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
       Policy Amount: $
       PROPOSED INSURED:
       Proposed Borrower:
   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
       Binder Amount: $
       PROPOSED INSURED:
       Proposed Borrower:
   (f) OTHER -
       Policy Amount: $
       PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:
   TRACT 1: Fee Simple
   TRACT 2: Easement

3. Record title to the land on the Effective Date appears to be vested in:
   Grogan Children Partners L.P., and Grogan Grandchildren Partners L.P., a Texas limited partnership

4. Legal description of the land:
   TRACT 1:
   Being a 5.88 Acre tract of land situated in the BF Draper Survey, Abstract No. 405 and the R Inman Survey,
   Abstract No. 725, City of Weatherford, Parker County, Texas and being a portion of the Grogan Grandchildren
   Partners, LP tract as recorded in Volume 2505, Page 769, Deed Records Parker County, Texas. Said 5.88 acre
   tract being more particularly described by metes and bounds as follows.

   Beginning a point for the southeast corner of said Grogan Grandchildren Partner tract, said point being the
   southwest corner of the College Park Development Associates tract as recorded in Volume 1610, Page 739, Deed
   Records Parker County, Texas;

   Thence South 89°19’56” West with the Grogan tract south line a distance of 237.97 feet;
Thence South 88°28'37" West with the Grogan tract south line a distance of 445.09 feet to the southwest corner thereof;

Thence North 00°38'50" West with the Grogan tract west line a distance of 372.16 feet to a point;

Thence North 88°11'44" East a distance of 644.26 feet to a point;

Thence North 89°31'18" East a distance of 40.00 feet to a point in the east line of said Grogan tract;

Thence South 00°28'42" East with the Grogan/College Park common line a distance of 378.16 feet to the Point of Beginning and Containing 255,948 square feet, 5.88 acres of land, more or less.

TRACT 2: (Access Easement)
Being a 0.34 Acre tract of land situated in the R Inman Survey, Abstract No. 725, City of Weatherford, Parker County, Texas and being a portion of the Grogan Grandchildren Partners, LP tract as recorded in Volume 2505, Page 769, Deed Records Parker County, Texas. Said 0.34 acre tract being more particularly described by metes and bounds as follows.

Beginning a found 1/2 inch iron rod in the south line of College Park Drive for the northeast corner of said Grogan Grandchildren Partner tract, said point being the northwest corner of the College Park Development Associates tract as recorded in Volume 1610, Page 739, Deed Records Parker County, Texas;

Thence South 00°28'42" East with the Grogan/College Park Development common line a distance of 372.78 feet to a set 1/2 inch iron rod;

Thence South 89°31'18" West a distance of 40.00 feet to a set 1/2 inch iron rod;

Thence North 00°28'42" West a distance of 371.00 feet to a set 1/2 inch iron rod in the south line of College Park Drive for the beginning of a curve to the left having a radius of 6166.96 feet, a central angle of 00°22'19", and a long chord that bears North 86°58'33", 40.04 feet;

Thence along said curve to the left an arc distance of 40.04 feet to the Point of Beginning and Containing 14,875 square feet, 0.34 acres, more or less.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

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

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

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

5. Standby fees, taxes and assessments by any taxing authority for the year 2018, 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 2018 and subsequent years.") Schedule B, Item 5, may be amended to delete the words "and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership." AND to add "Company insures that standby fees, taxes and assessments by any taxing authority for the year 2018 are not yet due and payable." (Loan Policy only or Interim Construction Binder only, upon request and payment of premium)

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

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

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

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
A. Rights of parties in possession.  (Owner Title Policy only)

B. Visible and apparent roadways and/or easements.

C. Any portion of the subject property lying within the boundaries of public or private roadway whether dedicated or not.

D. Rights of tenants, and assigns, as tenants only, under currently effective lease agreements.

E. Easement, Right of Way and/or Agreement by and between Roy J. Grogan and William T. Bowden, and the City of Weatherford, by instrument dated October 9, 1975, filed October 10, 1975, recorded in/under Volume 620, Page 383, Real Property Records, Parker County, Texas.

F. Easement, Right of Way and/or Agreement by and between William T. Bowden and Marlene V. Bowden, and the City of Weatherford, by instrument filed June 22, 1983, recorded in/under Volume 1194, Page 539, Real Property Records, Parker County, Texas.

G. Easement, Right of Way and/or Agreement by and between William T. Bowden and Marlene Dalton, and the City of Weatherford, by instrument dated December 12, 1988, filed December 20, 1988, recorded in/under Volume 1433, Page 1182, Real Property Records, Parker County, Texas.

H. Easement, Right of Way and/or Agreement by and between Grogan Children Partners LP, a Texas limited partnership, and the City of Weatherford, Texas, by instrument dated January 7, 2016, filed January 14, 2016, recorded in/under Clerk’s File No. 201600812, Real Property Records, Parker County, Texas.

I. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
SCHEDULE C

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

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

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

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

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

5. The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-expected discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay an additional five percent (5%) premium of the Basic Rate for your Residential Owner's Policy of Title Insurance for the coverage, and we are provided with a satisfactory survey, pursuant to Procedural Rule P-2.

   Additionally, enhanced coverage via the Restrictions, Encroachments, Minerals Endorsement - Owner's Policy (T-19.1) is available for an additional five percent (5%) of the basic premium of the Residential Owner's Policy of Title Insurance. If you obtain this endorsement alone and do not purchase the survey coverage mentioned above, the charge is an additional ten percent (10%) of the basic premium. Where underwriting guidelines are met, this endorsement provides express coverage for damage to improvements (excluding lawns, shrubbery, or trees) located on the land as a result of the future exercise of any existing right to use the surface of the land for extraction or development of minerals by the owners of a mineral interest. The T-19.1 further provides protection against the enforcement of any reversionary rights in or existing violations of restrictive covenants, and existing encroachments that are not excepted to in Schedule B.

   YOUR RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE WILL CONTAIN THESE ENHANCED COVERAGES AND YOU WILL BE CHARGED THE ADDITIONAL PREMIUM FOR EACH UNLESS ON OR BEFORE THE DATE OF CLOSING YOU ADVISE THE COMPANY IN WRITING THAT YOU REJECT THIS COVERAGE.

6. Company requires that the record owner execute an Affidavit as to Debts and Liens evidencing the fact that no mortgages or other indebtedness affect the property in question.

7. Company requires a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing.
SCHEDULE C

Company requires all general partners to join in and evidence of the consent of all limited partners to the closing of this transaction, where appropriate.
Policy Commitment No.: 01128-58497

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

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2016:

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

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinafter set forth are as follows: Malcolm Morris, Charles F. Howard, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and Allen Berryman.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinafter set forth are as follows: Matthew Morris, Chief Executive Officer & President; Allen Berryman, Chief Financial Officer & Assistant Secretary-Treasurer; Timothy Okrie, Chief Operations Officer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Jay Milligan, Chief Revenue Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President – Direct Operations; Steven M. Lessack, Group President – International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Bruce Hawley, Executive Vice President – Commercial Services; Richard Black, Senior Vice President – Associate Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Company (Title Insurance Agent), the following disclosures are made:

B-1. Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Title Guaranty Company (100%)

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

Stewart Information Services Corporation (100%)

B-3. If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Matthew W. Morris, Allen Berryman, John L. Killea

B-4. If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris - Chairman, Chief Executive Officer and President
Allen Berryman - Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea - General Counsel
Denise Carraux - Secretary & Assistant Treasurer
Ken Anderson, Jr. - Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

<table>
<thead>
<tr>
<th>Policy</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 Stewart Title Guaranty Company; 50 % will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.00%</td>
<td>Zellers and Zellers</td>
<td>Clsing</td>
</tr>
</tbody>
</table>

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."
ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator’s award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

“Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“Rules”). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

SIGNATURE ______________________________ DATE ______________________________
WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

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

The types of personal information we collect and share depend on the product or service that you have sought through us. In this section, below, we list the reasons that we can share customers’ personal information; the reasons that we choose to share; and whether you can limit this sharing.

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

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

SHARING PRACTICES

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

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
DISCLOSURE PROVIDED WITH OR WITHIN TITLE COMMITMENT

As Escrow Agent for the Real Estate transaction, Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer’s/borrower’s funds and/or funds from the buyer’s/borrower’s lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.
DISCLOSURE UPON RECEIPT OF EARNEST MONEY

Escrow Agent, Stewart Title Company acknowledges receipt of ______________________ earnest money from buyer in the form of (cash/check) representing earnest money being deposited pursuant to the attached contract. Escrow Agent (i) is not a party to the contract, (ii) may deposit funds it receives in any financial institution, (iii) has no liability on a check until the check has cleared, (iv) shall not be liable for any interest or other charge on the earnest money and shall be under no duty to invest or re-invest funds held by it unless separate specific written instructions to that effect are given to Escrow Agent by the parties to the contract, which instructions must include the name, address, and taxpayer identification number for the beneficiary, (v) does not represent the allowable use or activity on the property, (vi) does not promise to deliver the commitment within the time stated in the contract, (vii) requires that buyer make written request of Escrow Agent for copies of covenants, documents and any applicable survey, (viii) is not obligated to give notices as provided in the contract and (ix) is not obligated to disburse the earnest money unless in its sole discretion it receives satisfactory documentation.

Buyer and Seller may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest-bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.
Stewart Title Company

IMPORTANT INFORMATION REGARDING AVAILABLE FUNDS AND IMMEDIATE DISBURSEMENT OF FUNDS FOLLOWING CLOSING:

Stewart Title Company strongly encourages all parties to send funds for the anticipated closing via WIRE TRANSFER in order to facilitate a quick and timely disbursement (sales proceeds/payoffs/expenses in connection with the closing) once the closing has occurred. Funds brought to the title company by Cashier's Check will have to be deposited into the title company's bank account BEFORE any funds can be disbursed from the file. Furthermore, checks have to be collected by our bank before we have the necessary available cash in the account to allow us to wire funds back out to the seller, pay off lender, realtors commissions, etc.

A simple but accurate rule to remember is “wire in, wire out/check in/check out” meaning if we receive funds via wire transfer we are authorized to immediately make disbursements via Wire Transfer once the file has funded. If we receive funds via Cashier’s Check, we will have to deposit the check in our account and then we will be able to write checks for all disbursements necessary in connection with the closing.

Our goal is to provide you a quick and timely funding and disbursement after the closing. Your cooperation in making sure your lender and all parties bringing money to the closing do so via wire transfers will allow us to do that, otherwise, please know there may be delays in the disbursement of the file until the money has been collected by our bank and credited to our bank account.

The Associates and Management of Stewart Title Company appreciates your cooperation in this matter. Thank you.
2018 HTC
Full Application

Part 2 Tab 12

QCT/SADDA Map

NA
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
MFDL Site and Neighborhood Standards

NA
Multiple Site Information

NA
2018 HTC
Full Application

Part 2 Tab 14

Elected Officials
Elected officials were identified in the Pre-Application, and there have been no changes.

(If box above is checked, these forms may be left BLANK.)

Please identify all elected officials which represent the Development Site.

** US Representative

State Senator

Support Letter

City Mayor

School Superintendent

Presiding officer of Board of Trustees

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.
Neighborhood Organizations
Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, these forms may be left **BLANK**)

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax or Email</th>
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<td>1.</td>
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</table>

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.
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to §10.203 of the Uniform Multifamily Rules, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants, or persons with signing authority, must complete Part 1 or Part 2 below.

Part 1. **Notifications made at Pre-Application (Competitive HTC only):**

I (We) certify that the pre-application included evidence of these notifications pursuant to §10.203 of the Uniform Multifamily Rules, 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):**

The pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by §10.203 of the Uniform Multifamily Rules. As applicable, all changes in the Application have been made on the Elected Officials and/or Neighborhood Organizations Form(s).

**Notifications made at Application:**

No pre-application was submitted, and all required entities were notified as required by §10.203 of the Uniform Multifamily Rules.

Part 2. **Notifications - Form and Content:**

I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

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

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

I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 of the Multifamily Uniform Rules. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

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

While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. **No Neighborhood Organizations exist (competitive HTC only):**

I (We) certify that no Neighborhood Organizations exist for which this Application would be eligible to receive points under §11.9(d)(4) of the QAP or for which notification is required.

Part 4. **Certification**

By: 

[Signature of Applicant/Development Owner] 

[Date] 

Lisa M. Stephens 

[Printed Name] 

Notarize on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Texas
Notary Public, State of

County of

11-22-18
My Commission expires

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 210 day of SEP, 2018

Notary Public Signature

MEGAN D. LASCH
Notary Public, State of Texas
Comm. Expires 11-22-2018
Notary ID 128451842
2018 HTC
Full Application

Part 3 Tab 17

Development Narrative
The proposed Development is: (Check all that apply)

- New Construction
- and/or: (adaptive reuse select New Construction here and adaptive reuse in next box)

Previous TDHCA # | NA | If Acquisition/Rehab or Rehab, original construction year: | NA
---|---|---|---
If Reconstruction, | | Units Demolished | NA
| | Units Reconstructed | NA

If Adaptive Reuse, Additional Phase, or Scattered Site, include detailed information in the Narrative (4.) below.

The Target Population will be:

- General

Applicants seeking to be scored as Supportive Housing must select Supportive Housing as the population.

§10.3(46) If Elderly Preference is selected, complete the statement below and submit supporting documentation behind this tab.

Elderly Preference is based on funding from:

Staff Determinations regarding definitions of development activity obtained?

- If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

Narrative

Briefly describe the proposed Development, including any relevant information not already identified above.

The property is to be located east of S Main Street (FM 51) and south of College Park Drive in Weatherford, Parker County, Texas. The site is bounded by two apartment complexes to the east, commercial development to the west, apartments and commercial development to the south, undeveloped property to the north, and Weatherford College on the north side of College Park Drive. The property is currently zoned C-1 (Commercial) and will need to be rezoned.

The McFarland will be a 100 unit development serving the general population. It will be comprised of three four-story, elevator served buildings, with a separate club house which will serve as the leasing office and amenity center. The property will provide one, two, and three bedroom apartment units.

If a revised form is submitted, date of submission: 
## 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><strong>Interest Rate (%)</strong></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></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 6. **§11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan 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>Nonprofit</td>
</tr>
<tr>
<td>USDA</td>
<td>CHDO</td>
</tr>
<tr>
<td></td>
<td>SH/SH</td>
</tr>
</tbody>
</table>

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

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

- Has this site/activity previously applied for TDHCA funds? **No**
- Has this site/activity previously received TDHCA funds? **No**

If "Yes" Enter Project Number: **NA** and TDHCA funding source: **NA**

- Has this site/activity previously received non-TDHCA federal funding? **No**

If yes, source: **NA**

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? **No**

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

Pursuant to §42(g)(1)(A) & (B), the term “qualified low income housing development” means any project or 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.

If a revised form is submitted, date of submission: ____________
2018 HTC Full Application

Part 3 Tab 18

Development Activities Part I
Development Activities

1. **Common Amenities (ALL Multifamily Applications §10.101(b)(5))**

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>14</td>
</tr>
</tbody>
</table>

Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to §10.101(b)(5) of the Uniform Multifamily Rules. Applications for scattered site developments should refer to §10.101(b)(5)(8) of the Uniform Multifamily Rules.

2. **Unit Requirements (ALL Multifamily Applications §10.101(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 does not adhere to the size requirements above.

   B. **Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)**
      - Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
      - Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

      **Rehabilitation Developments will start with a base score of three (3) points and Supportive Housing Developments will start with a base score of five (5) points.**

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

   - Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.
   - Application is **only requesting Direct Loan funds** and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. **Development Accessibility Requirements (ALL Multifamily Applications)**

   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.
      - All Units accessed by the ground floor or by elevator (“affected units”) comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
      - Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired. Regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §10.101(b)(8)(B).
2018 HTC
Full Application

Part 3 Tab 19

Development Activities Part II
## Development Activities (Continued)

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

- **Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:**
  - **Points claimed:** 8

<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 tenant:**
  - **Points claimed:** 7

*Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of the newly published Federal rule at 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 Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]

- **At least 20 percent of all low-income Units at 30% or less of AMGI:**
  - **Direct Loan Points:** 0
- **At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI:**
  - **Direct Loan Points:** 0
- **At least 5 percent of all low-income Units at 30% or less of AMGI:**
  - **Direct Loan Points:** 0

*In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.*

### 3. Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]

- **Total Number of Units at 50% or less of AMGI**
  - **Points Claimed:** 16

- **Number of 30% Units used to score points under §11.9(c)(2)* CHECK YOUR MATH!**
  - **Points Claimed:** 0

- **Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)**
  - **Points Claimed:** 0

- **Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)**
  - **Points Claimed:** 0

- **Percentage used for calculation of eligible points under §11.9(c)(1)**
  - **Points Claimed:** 0

Mark **only one** box below:
- Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
- Developments proposed in all other areas.

*Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application’s scoring elections.*

### 4. Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]

Mark **only one** box below:
- **At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.**
  - **Points Claimed:** 0

- **Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI.**
  - **Points Claimed:** 0

- **Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI.**
  - **Points Claimed:** 0

- **At least 5% of all low-income Units at 30% or less of AMGI**
  - **Points Claimed:** 11

### 5. Tenant Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(6)]

Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development’s LURA.

- **Supportive Housing Development proposed by a Qualified Nonprofit**
  - **Points Claimed:** 0

- **All other Developments.**
  - **Points Claimed:** 9
The Applicant certifies that the Development will contact local service providers, and will make Development
community space available to them on a regularly-scheduled basis to provide outreach services and
education to the tenants.

Points Claimed: 1

6. Tenant Populations with Special Housing Needs (Competitive HTC, MFDL, and Section 811 Applications) [$11.9(c)(7); §13.6(6)]

Applicants scoring points under the Section 811 PRA program should pay close attention to the URA requirements included in Tab 21, Davis
Bacon requirements under TAB 44 and the environmental clearance requirements included in Tab 47.

If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B). Only if an Applicant or Affiliate
cannot meet the requirements of subparagraphs (A) or (B) may an Application qualify for points under subparagraph (C). Select only one scoring
scenario below:

A ⛔ Applicant or Affiliate Owns or Controls an Existing Development that is included on the List of Eligible Existing Developments for Participation
in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)

Existing Development Name: ________________________________
TDHCA #: ________________________________

Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
OR

Points Claimed: 0

B ⛔ Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of
Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for
Multifamily Programs:

Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
OR

Points Claimed: 2

C ⛔ If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. MFDL
Applications that are not layered with 2018 9% HTC cannot elect to score points under this item. The Department will require an initial
minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units
receive HOME funds from any source.

Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of
Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for
Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:

Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program
and provide documentation supporting the selection:

☐ The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the
Development was originally constructed before 1978;

☐ Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;

☐ Development only has units available that are restricted for persons with disabilities.

A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a disqualifying
factor for purposes of this scoring item.

☐ Development only has units with an existing or proposed 62 or more age restriction.

☐ Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington
MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.

☐ The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according
to FEMA’s most current Flood Insurance Rate Maps.

☐ The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

Other disqualifying factor ________________________________ (please explain)

Points Claimed: 0

Application is seeking points for Tenant Populations.

Points Claimed: 2
7. Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

- Development is requesting Pre-Application Points.

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

- Development will maintain a 35 year Affordability Period.

9. Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]

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

10. 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.

11. 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 12/5/2017.
Tenant Populations with Special Housing Needs  
Section 811 Explanation

The Applicant is part of the ownership structure of the following developments that are included on the List of Eligible Existing Developments for Participation in the Section 811 PRA Program released December 15, 2017: Summit Parque, Liberty Pass, and Kaia Pointe.

Summit Parque: Applicant is a 40% HUB member. Per the Section 811 Program Rental Assistance Rule, Section 8.2(8), "For full applications made on or after January 1, 2018, Existing Developments do not include properties for which the only Ownership interest is through the participation of a Historically Underutilized Business, which owns less than 50% of an Existing Development." This development is not an eligible option under the Section 811 Rules.

Liberty Pass: Applicant is a 40% HUB member. Per the Section 811 Program Rental Assistance Rule, Section 8.2(8), "For full applications made on or after January 1, 2018, Existing Developments do not include properties for which the only Ownership interest is through the participation of a Historically Underutilized Business, which owns less than 50% of an Existing Development." This development is not an eligible option under the Section 811 Rules.

Kaia Pointe: Applicant is a 44.1% HUB member. Additionally, Kaia Pointe is a 2016 HTC development that has closed and is currently under active construction with an existing commitment of ten Section 811 units. The commitment of ten additional Section 811 units would trigger Davis-Bacon requirements, which was not contemplated at Application or at the time of closing. This commitment would create a financial hardship to the Development as there are no resources for additional construction costs.

Per the QAP, "If pursuing these points, Applicants must try to score first with subparagraph (A) and then subparagraph (B), unless the Applicant can establish its lack of legal authority to commit Section 811 PRA Program units in a Development." Under the Operating Agreement for Kaia Pointe, LLC the Applicant does not have the legal authority to commit additional units in Kaia Pointe to the Section 811 PRA Program without expressed approval from the syndicator. The applicant has requested such consent but due to the Davis Bacon issue, the syndicator has denied the request as Davis-Bacon requirements would jeopardize the existing transaction.

Under the Loan Agreement for Kaia Pointe, there is an obligation of the member to remain in compliance at all times with the Operating Agreement and under the Deed of Trust there is a prohibition to add any further encumbrances to the property without the lender’s consent. The applicant has requested the lender’s consent however due to the Davis Bacon issue noted above, the lender has also denied authorization to add further 811 units to Kaia Pointe.

Given the information above, the applicant does not have an Existing Development that would be eligible under subparagraph (A). Based on guidance received from TDHCA Section 811 staff, we have chosen to score points under subparagraph (B) and will continue to work with Staff on this issue if further information is necessary.

Lisa M. Stephens

Date 1-25-18
Ms. Megan Lasch  
Ms. Lisa Stephens  
O-SDA Industries & Saigebrook Development  
421 West 3rd Street  
Austin, Texas 78701  

RE:  KAIA POINTE LLC – Section 811 Units  
Kaia Pointe Apartments, Georgetown, Texas  

Dear Megan and Lisa:  

Thank you for your inquiry regarding increasing the number of Section 811 units at Kaia Pointe Apartments.  

It is my understanding that adding additional Section 811 units at Kaia Pointe would trigger Davis Bacon requirements and lead to increased construction costs. Given the fact that we closed all of the financing on the deal in October 2017, we did not budget for any increased construction costs post closing. Unfortunately, due to the Davis Bacon issue we are hereby denying your request to add 811 units at Kaia Pointe at this time.  

Thank you in advance for your time.  

Sincerely,  
Scott M. Arrighi  
Vice President, Assistant Director of Acquisitions
January 25, 2018

Lisa Stephens
Saigebrook Development, LLC
421 W 3rd Street, Ste 1504
Austin, TX 78701

Re: Kaia Pointe (the “Property”) Section 811 units

Dear Lisa,

This letter is in response to your request to increase the number of Section 811 units at Kaia Pointe above the current 10 units committed. CITI understands that adding any additional Section 811 units would require the property to be in compliance with Davis Bacon wage rates which would increase the construction costs of the project. The Property is already under construction and in compliance with an approved and balanced budget. Davis Bacon wage rates have not been factored into the budget and adding additional costs would negatively impact the approved budget. Therefore, CITI is unfortunately denying your request to add Section 811 units above the 10 units that are already included in the scope of work.

CITI has a strong commitment to affordable housing in Texas and throughout the country. We are always willing to consider additional community benefits that our clients and TDHCA present to us. However, we also have an obligation to make sure that we are responsibly financing the projects that we approve, which includes making sure that the Property can be completed within the construct of the approved budget.

Please do not hesitate to contact me with any questions or concern.

Sincerely yours,

Citi Community Capital

Barry Krinsky
Director
(561) 347-3254
KAIA POINTE, LLC

SECOND AMENDED AND RESTATED OPERATING AGREEMENT

Dated as of October 1, 2017
“Section 811 Units” means any one or more of the 10 dwelling units in the Apartment Complex eligible to receive project-based rental assistance under TDHCA’s “Section 811 Project Rental Assistance” program and which will be reserved for occupancy in accordance with the terms of the Section 811 Participation Agreement and, if applicable, the Section 811 RAC and the Section 811 Use Agreement.

“Section 811 Use Agreement” means the Use Agreement that may be entered into by the Company, if requested by TDHCA, pursuant to which the Company will agree to accept the Section 811 RAC and eligible referrals to the Section 811 Units for a term of 30 years (subject to Congressional appropriations).

“Service” means the Internal Revenue Service.

“Share of Partner Nonrecourse Debt Minimum Gain” means, for each Member an amount equal to his or its “share of partner nonrecourse debt minimum gain” as determined in accordance with Section 1.704-2(i)(5) of the Allocation Regulations.

“Share of Partnership Minimum Gain” means for each Member, an amount equal to his or its “share of partnership minimum gain” as determined in accordance with Section 1.704-2(g) of the Allocation Regulations.

“Site” has the meaning given to it in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., as amended, and shall also include any meaning given to it in any similar state or local statutes, ordinances, regulations or by-laws.

“Special Member” means BCCC, and any Person who becomes a Special Member as provided herein, in its capacity as a special member of the Company.

“Specified Proceeds” means (i) the proceeds of all Mortgage Loans, (ii) the net rental income, if any, generated by the Apartment Complex prior to Rental Achievement which is permitted by the Lenders to be applied to the payment of Development Costs, (iii) the Capital Contributions of the Non-Managing Members, (iv) the Capital Contributions of the Managing Members and the Class B Special Member in the amounts set forth in Schedule A as of the date hereof, (v) any insurance proceeds arising out of casualties occurring prior to Rental Achievement, and (vi) all other sources of funds including net rental income available to the Company prior to Rental Achievement, not specifically earmarked for other purposes.

“State” means the State of Texas.

“State Designation” means the date on which the Company receives an allocation for the Apartment Complex in proper form pursuant to Section 42 of the Code from the Credit Agency of 2016 Tax Credits, as evidenced by the execution by or on behalf of the Credit Agency of one or more Form(s) 8609.

“State of Formation” means the State of Florida.
(xi) to become qualified as a foreign limited liability company duly registered and authorized to transact business in the State; and

(xii) to enter into any kind of activity and to perform and carry out contracts of any kind which may be lawfully carried on or performed by a limited liability company and to file all certificates and documents which may be required under the laws of the State.

6.2 Restrictions on Authority

(a) Notwithstanding any other Section of this Agreement, the Managing Member shall have no authority to perform any act in violation of the Act, any other applicable law, Agency or other government regulations, the requirements of any Lender, or the Project Documents. In the event of any conflict between the terms of this Article VI and any applicable Regulations or requirements of any Lender, the terms of such Regulations or the requirements of such Lender, as the case may be, shall govern. Subject to the provisions of Section 6.2(b), the Managing Member, acting in its capacity as Managing Member, either on its own behalf or on behalf of the Company, shall not have the authority, without the Consent of the Special Member (which consent shall not be unreasonably withheld or delayed as to clauses (viii), (x), and (xiii)):

(i) to have unsecured borrowings in excess of ten thousand dollars ($10,000.00) in the aggregate at any one time outstanding, except borrowings constituting Subordinated Loans;

(ii) to borrow from the Company or commingle Company funds with the funds of any other Person;

(iii) following the Completion Date, to construct any new or replacement capital improvements on the Apartment Complex which substantially alter the character or use of the Apartment Complex or which cost in excess of ten thousand dollars ($10,000.00) in a single Fiscal Year, except (x) replacements and remodeling in the ordinary course of business or under emergency conditions or (y) construction paid for from insurance proceeds;

(iv) to acquire any real property in addition to the Apartment Complex;

(v) to borrow the Permanent Loan on terms other than the Permanent Loan Conditions or to increase, decrease or modify the terms of or refinance any Mortgage Loan;

(vi) to rent apartments in the Apartment Complex such that the Apartment Complex would not meet the requirements of the Minimum Set-Aside Test or the Rent Restriction Test;

(vii) to sell, exchange or otherwise convey or transfer the Apartment Complex or substantially all the assets of the Company;

(viii) to terminate any Material Agreement;
(ix) to permit an Event of Bankruptcy with respect to the Company;

(x) to execute contracts with any Agency, the State or any subdivision or agency thereof or any other Governmental Authority to make apartments or tenants in the Apartment Complex eligible for any public-subsidy program (other than with respect to the 811 Units);

(xi) to amend any construction or rehabilitation contract except as expressly provided in subsection (xiv) below);

(xii) to pledge or assign any of the Capital Contributions of the Investment Member or the proceeds thereof (except to the extent required by the terms of the Construction Loan Documents and agreed to in writing by the Special Member);

(xiii) to amend or terminate any Project Document;

(xiv) to approve any material changes to the Plans and Specifications for the Apartment Complex or make any changes which would result, either individually or in the aggregate, in an overall development cost increase or decrease in excess of $100,000;

(xv) to permit the merger, consolidation, acquisition, termination or dissolution of the Company;

(xvi) to do any act required to be approved or ratified by all Non-Managing Members under the Act;

(xvii) to admit any additional Member to the Company;

(xviii) to make any discretionary capital calls;

(xix) to confess any judgment on behalf of the Company;

(xx) to cause the Company to institute, settle, compromise, mediate or otherwise relinquish any claim (actual or prospective), or to release, waive or diminish any material Company rights in any litigation or arbitration matter involving a claim in excess of $15,000;

(xxi) to change the nature of the Company’s business;

(xxii) to grant any approval or consent on behalf of the Company under the Project Documents that would have a material adverse effect on the Company or the Non-Managing Members;

(xxiii) to make any decision not to repair or rebuild in the case of material damage to or condemnation of the Apartment Complex;

(xxiv) to do any act which is in contravention or inconsistent with this Agreement, the Extended Use Agreement or the Project Documents;
(xxv) to make, amend or revoke any tax election required of or permitted to be made by the Company under the Code, including, without limitation, any election under Section 42 or Section 754 of the Code. In this regard, the Managing Member shall make any elections required or permitted under Section 42 of the Code requested in writing by the Investment Member;

(xxvi) to change any accounting method or practice of the Company or terminate or replace the Auditors;

(xxvii) to take any action (or fail to take any action) which would cause or result in a breach of any of the representations, warranties or covenants of the Managing Member set forth in this Agreement, including, without limitation, those set forth in Section 6.6;

(xxviii) to deposit any Company funds in any bank, savings and loan or other financial institution whose accounts are not fully insured by the Federal Deposit Insurance Corporation;

(xxix) to make any single expenditure of more than $10,000 or any total annual expenditures greater than $25,000 which are not consistent with operating budget provided to the Special Member pursuant to Article XII of this Agreement, or make any material modification to such development budget or any operating budget;

( xxx) to hire any employees for any purpose;

( xxxi) to receive or allow any rebate or give-up or participate in any reciprocal business arrangements which would circumvent the provisions hereof; or

( xxxii) execute any Deferred Development Fee Note.

(b) In the event that any Managing Member violates any provision of Section 6.2(a), the Special Member in its sole discretion and without prejudice to its rights under Sections 4.5(b) and 7.6(a), may cause itself or its designee to be admitted as an additional Managing Member without any further action by any other Member. Upon any such admission of an additional Managing Member, each existing Managing Member shall be deemed to have assigned proportionally to the additional Managing Member, automatically and without further action, such portion of its Company Interest so that the additional Managing Member shall receive an interest in the Profits, Losses, Tax Credits and distributions of the Company sufficient in the opinion of counsel to the Special Member to cause such additional Managing Member to be a Member of the Company, in consideration of one dollar ($1.00) and any other consideration which may be agreed upon. An additional Managing Member so admitted shall automatically become the Controlling Managing Member and shall be irrevocably delegated all of the power and authority of all of the Managing Member pursuant to Section 6.13. Any such additional Managing Member shall have the right to withdraw as a Managing Member at any time, leaving the prior Managing Member once again as the only Managing Member, the provisions of Article VII notwithstanding. Each Member hereby grants to the Special Member a special power of attorney, irrevocable to the extent permitted by law and coupled with an interest, to amend this Agreement and to do anything else which, in view of the Special Member, may be necessary or
CONSTRUCTION LOAN AGREEMENT

by and between

CITIBANK, N.A.,
as Lender,

and

KAIA POINTE, LLC,
as Borrower

Relating to:

$11,200,000 Loan
Section 8.23. Additional Notices. Borrower will, promptly after becoming aware thereof, give notice to Lender of:

(a) any Lien affecting the Project, or any part thereof, other than Liens expressly permitted under this Loan Agreement;

(b) any Legal Action which is instituted by or against Borrower, Managing Member or Guarantor, or any Legal Action which is threatened against Borrower, Managing Member or Guarantor which, in any case, if adversely determined, could have a material adverse effect upon the business, operations, properties, prospects, assets, management, ownership or condition (financial or otherwise) of Borrower, Managing Member, Guarantor or the Project;

(c) any Legal Action which constitutes an Event of Default or a Potential Default or a default under any other Contractual Obligation to which Borrower, Managing Member or Guarantor is a party or by or to which Borrower, Managing Member or Guarantor, or any of their respective properties or assets, may be bound or subject, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, Managing Member or Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the CC&R’s (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, the same default, alleged default or potential default;

(f) any other event or condition which may materially and adversely affect the development or operation of the Project;

(g) any change or contemplated change in (i) the location of Borrower’s or Managing Member’s executive headquarters or principal place of business; (ii) the legal, trade, or fictitious business names used by Borrower or Managing Member; or (iii) the nature of the trade or business of Borrower; and

(h) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, Managing Member and the Equity Investor) under the Operating Agreement.

Section 8.24. Compliance with Other Agreements; Legal Requirements.

(a) Borrower shall timely perform and comply with, and shall cause Managing Member to timely perform and comply with the covenants, agreements, obligations and
restrictions imposed on them under the Operating Agreement, and Borrower shall not do or permit to be done anything to impair any such party’s rights or interests under any of the foregoing.

(b) Borrower will comply and, to the extent it is able, will require others to comply with, all Legal Requirements of all Governmental Authorities having jurisdiction over the Project or construction and/or rehabilitation of the Improvements, and will furnish Lender with reports of any official searches for or notices of violation of any requirements established by such Governmental Authorities. Borrower will comply and, to the extent it is able, will require others to comply, with applicable CC&R’s and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, rehabilitation, equipping, fixtureing, use or operation of the Project, and all other agreements requiring a certain percentage of the Units to be rented to persons of low or moderate income. The Improvements, when completed, shall comply with all applicable building, zoning and other Legal Requirements, and will not violate any restrictions of record against the Project or the terms of any other lease of all or any portion of the Project. Lender shall at all times have the right to audit, at Borrower’s expense, Borrower’s compliance with any agreement requiring a certain percentage of the Units to be rented to persons of low or moderate income, and Borrower shall supply all such information with respect thereto as Lender may request and otherwise cooperate with Lender in any such audit. Without limiting the generality of the foregoing, Borrower shall properly obtain, comply with and keep in effect (and promptly deliver copies to Lender of) all permits, licenses and approvals which are required to be obtained from Governmental Authorities in order to construct, occupy, operate, market and lease the Project.

Section 8.25. Completion and Maintenance of Improvements. Borrower shall cause the construction or rehabilitation, as the case may be, of the Improvements, to be prosecuted with diligence and continuity and completed substantially in accordance with the Plans and Specifications, and in accordance with this Loan Agreement, including without limitation, Section 5.1, free and clear of any liens or claims for liens (but without prejudice to Borrower’s rights of contest under Section 12.16) on or before the Completion Date. Borrower shall thereafter maintain the Project as a residential apartment complex in good order and condition, ordinary wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first class maintenance.

Section 8.26. Fixtures. Borrower shall deliver to Lender, on demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower or any other Person claims title to any materials, fixtures or articles incorporated into the Improvements.

Section 8.27. Income from Project. Borrower shall first apply all Gross Income to Expenses of the Project, including all amounts then required to be paid under the Loan Documents and the funding of all sums necessary to meet the Replacement Reserve Fund Requirement, before using or applying any resulting Net Operating Income for any other purpose. Prior to the Conversion Date, Borrower shall not make or permit any distributions or other payments of Net Operating Income to its partners, shareholders or members, as applicable, in each case, without the prior Written Consent of Lender.

Section 8.28. Leases and Occupancy Agreements.
WHEN RECORDED MAIL TO:

Citibank, N.A.
Transaction Management Group/Post Closing
388 Greenwich Street, 8th Floor
New York, New York 10013
Attention: Tanya Jimenez
Re: Kaia Pointe Apartments Deal ID No. 24855

AMENDED AND RESTATED MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING (TEXAS)
Lender in respect of any such payment of taxes and, immediately upon request from Lender, shall deliver to Lender copies of receipts evidencing the payment of such taxes.

16. LIENS; ENCUMBRANCES. Borrower acknowledges that, to the extent provided in Section 21, the grant, creation or existence of any mortgage, deed of trust, deed to secure debt, security interest or other lien or encumbrance (a "Lien") on the Mortgaged Property (other than the lien of this Instrument and the Permitted Encumbrances) or on certain ownership interests in Borrower, whether voluntary, involuntary or by operation of law, and whether or not such Lien has priority over the lien of this Instrument, is a "Transfer" which constitutes an Event of Default and subjects Borrower to personal liability under the Note. Borrower shall maintain the lien created by this Instrument as a first mortgage lien upon the Mortgaged Property, subject to no other Liens or encumbrances other than Permitted Encumbrances.

17. PRESERVATION, MANAGEMENT AND MAINTENANCE OF MORTGAGED PROPERTY.

(a) Borrower shall not commit waste or permit impairment or deterioration of the Mortgaged Property.

(b) Borrower shall not abandon the Mortgaged Property.

(c) Borrower shall restore or repair promptly, in a good and workmanlike manner, any damaged part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, whether or not insurance proceeds or condemnation awards are available to cover any costs of such restoration or repair.

(d) Borrower shall keep the Mortgaged Property in good repair (normal wear and tear excepted), including the replacement of Personalty and Fixtures with items of equal or better function and quality.

(e) Borrower shall provide for professional management of the Mortgaged Property by a residential rental property manager satisfactory to Lender at all times, under a contract approved by Lender, in writing, which contract must be terminable upon not more than thirty (30) days notice without the necessity of establishing cause and without payment of a penalty or termination fee by Borrower or its successors. There shall be no change in the property manager or any contract for the management of the Mortgaged Property without Lender's prior written approval. Lender shall have the right to require that Borrower and any new property manager enter into an Assignment of Management Agreement on a form approved by Lender. If required by Lender (whether before or after an Event of Default), Borrower will cause any Affiliate of Borrower to whom fees are payable for the management of the Mortgaged Property to enter into an agreement with Lender, in a form approved by Lender, providing for subordination of those fees and such other provisions as Lender may require.

(f) Borrower shall give notice to Lender of and, unless otherwise directed in writing by Lender, shall appear in and defend any action or proceeding purporting to
Section 811 Project Rental Assistance Program "PRA" Certification

On behalf of the Applicant and all affiliates of the Applicant ("Applicant"), I (We) hereby certify that the Applicant is familiar with the provisions of HUD’s Section 811 Project Rental Assistance ("PRA") program, enacted by Section 811 of the Cranston Gonzalez National Affordable Housing Act (Pub L. 111-374) and the Frank Melville Supportive Housing Investment Act of 2010, the Texas Department of Housing and Community Affairs ("TDHCA") Rules as published in Title 10 of the Texas Administrative Code, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 Project Rental Assistance Program Cooperative Agreement, including the Rental Assistance Contract ("RAC") and the Use Agreement. I (We) hereby certify that the Applicant will comply with future guidance regarding the Section 811 PRA Program provided by HUD and/or TDHCA, including Rules, FAQs, and program manuals.

I (We) hereby certify that Applicant will execute a Section 811 PRA Owner Participation Agreement, in a form to be provided by TDHCA, a TDHCA approved Existing Development, or if allowed by TDHCA, for an awarded Development included in this Application. Once an Owner Participation Agreement has been executed, I (We) hereby certify that I (We) understand that TDHCA will market the property under the Owner Participation Agreement to potential Section 811 PRA tenants at any time during the term of the Owner Participation Agreement, and I (We) hereby certify that I (We) will furnish to TDHCA, any requested materials, including pictures, to do such marketing. If requested by TDHCA, I (We) hereby certify that I (We) will execute a RAC and record the required Use Agreement in the county deed records.

I (We) hereby certify that I (We) will comply with all HUD regulations, court rulings, related administrative rules, and eligibility guidelines and restrictions during the application process and in the event of award, for the duration of the Section 811 Owner Participation Agreement or the Use Agreement, whichever has a longer term.

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award by the TDHCA does not warrant that the Existing Property or the Development is deemed qualified to participate in the Section 811 PRA Program. I (We) agree that the TDHCA 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 relating to the Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, expenses, and liabilities of any nature directly or indirectly, related thereto and agree to indemnify and save harmless the TDHCA 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 TDHCA may hereinafter suffer, incur, or pay arising out of or relating to the TDHCA's acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria or otherwise, shall be deemed to be a condition to any Commitment or Contract for such...
Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

I (We) agree the TDHCA may, at its discretion, request additional information and/or documentation in its evaluation of this Application to garner required information relating to the qualification of the Development for the 811 Program. I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the 811 PRA program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the Application. By signing this document, I (We) affirm that all statements made in this government document are true and correct 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).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant’s competitive advantage, the TDHCA will disqualify the Applicant and may hold the Applicant ineligible to apply for 811 PRA funds or seek other additional administrative penalties.

If, at any time, including after the signing a Section 811 PRA Program Owner Participation Agreement, it is discovered that I (We) provided false or misleading information to TDHCA, TDHCA may terminate the Applicant’s HUD RAC and/or the Section 811 PRA Program Owner Participation Agreement and recapture all Section 811 PRA funds expended.

I (We) hereby certify that I (We) will comply with applicable fair housing and civil rights requirements in 24 CFR §5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act. Further, I (We) certify that I (We) shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, color, religion, sex, national origin, familial status, or disability. I (We) certify that I (We) will comply with HUD’s Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403. I (We) hereby certify that I (We) understand that the Development must prominently display HUD’s Fair Housing Poster (HUD Form 928.1) in all offices in which rental activity takes place. This includes property management leasing offices located at their projects with Section 811 PRA units, and may include a designated place where information or other business regarding the Section 811 PRA program is conducted with potential tenants. I (We) will comply with any requirements of the Section 811 PRA Program that require changes to the Development’s tenant selection plans, house rules, marketing materials, or application.

I (We) have written below the name of the individual authorized to execute the TDHCA Owner Participation Agreement, the HUD RAC, the HUD Use Agreement, and any and all future commitments and contracts related to this Application. I (We) hereby certify that this individual has
the full authority and has been authorized by all of the Parties, Affiliates, or Associates with interest in the Development in this Application. If this individual is replaced by the organization, I (We) must inform the TDHCA within 30 days of the person authorized to execute agreements, commitments and/or contracts on behalf of the Applicant.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy (including Section 811 PRA Program funds), I (We) are convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the TDHCA. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the TDHCA in a satisfactory format on or before the Application deadline for funds or other assistance pursuant to 10 TAC §1.3(b).

**Property Condition Standards Certification**

I (We) certify that I (We) will meet local and state housing code, ordinances, and zoning requirements, Texas Minimum Construction Standards, Uniform Physical Construction Standards and Inspection Requirements under 24 CFR Section 5 Subpart G, including any changes in the regulation and related directives and will comply with HUD’s Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related directives.

I (We) certify that a TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for deficiency resolution within the timeframes mandated by the Uniform Multifamily Rules at 10 TAC Chapter 10 or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.

**Federal Cross-Cutting Certifications**

**Lead Based Paint**

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.

Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the Lead Safe Housing Rule.
a. If the property is exempt, the file should include the reason for the exemption and no further documentation is required.

b. If the property is subject to the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:

   i. Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

   ii. Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based paint inspection, risk assessment or paint testing;

   iii. Clearance Report 24 CFR §35.930(b)(3) – A report indicating a “clearance examination” was performed of the work-site upon completion; and

   iv. Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

**Environmental**

I (We) understand that the environmental effects of each activity carried out with funds provided under this Application must be assessed in accordance with the provisions of the Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216. Each activity must have an environmental review completed and support documentation prepared complying with HUD regulations. No Section 811 Owner Participation Agreement may be signed and no Section 811 PRA funds can be provided for a unit before the completion of the environmental review process and the provision of written clearance by TDHCA.

I (We) certify that I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

**Displacement of Existing Tenants**

I (We) certify that the work to be performed in connection with the award of Section 811 PRA funds is subject to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and regulations at 49 CFR Part 24. Hence, I (We) commit to minimize the direct and indirect displacement of persons from their homes and assure full compliance with URA federal relocation assistance mandates including adherence to TDHCA established procedure relocation requirements.

**Davis Bacon**

I (We) certify that if Davis Bacon is applicable to this award, I (We) will fully comply with contract Federal labor law mandats and TDHCA established labor standards procedural requirements.
Energy and Water Conservation

I (We) certify to comply with Energy and Water Conservation standards and requirements as outlined in § PRA.214.

Procurement of Recovered Materials

I (We) certify to comply with the Procurement of Recovered Materials requirements as outlined in § PRA.219.

Housing Standards for Assisted Units

I (We) certify to comply with Housing Standards for Assisted Units as outlined in § PRA.307 for Section 811 PRA units and as outlined in 10 TAC Chapter 1 Subchapter B and Chapter 10 “Uniform Multifamily Rules.”

Eligibility and Threshold Certification

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.

I (We) understand that housing units occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to units that meet 811 program affordability standards. I (We) understand that all Applications must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305. Additionally, I (We) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

I (We) certify to follow the requirements of § PRA.403 regarding the Selection and Admission of Eligible Tenants. In addition, I (We) understand that prior to receiving referrals for Section 811 tenants, I (We) must submit and receive approval by the TDHCA for the Development’s Tenant Selection Plan. I (We) understand that the Applicant or their designated property management staff will accept referrals of Section 811 applicants from the TDHCA and determine eligibility based on the TDHCA-approved Tenant Selection Plan. I (We) understand that upon the request of TDHCA or HUD, the Applicant must furnish copies of all applications to HUD and/or TDHCA.

I (We) understand that the Applicant or their designated property management staff will be responsible for:

(1) obtaining and verifying information related to Social Security Numbers of Eligible Family members in accordance with 24 CFR Part 5, subpart B. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapters 3-3, B. and C., 3-9, and 3-11, and 3-31 for further guidance;

(2) obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 C.F.R. 5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;
(3) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR Part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(4) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR Part 5, Subpart H. Applicant or its designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-27, E. for further guidance.

(5) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(6) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, and any other HUD administrative requirements.

I (We) understand that the Section 811 tenants participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

I (We) understand that if the Applicant or their designated property management staff determines that an applicant is ineligible on the basis of income or Household composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 CFR Part 5), or because of failure by an Section 811 applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or that the Applicant or their designated property management staff is not selecting the Section 811 applicant for other reasons, the Applicant or their designated property management staff will promptly notify the Section 811 applicant in writing of the determination and its reasons, and that the applicant has the right to meet with the Applicant or their designated property management staff and has the right to request a reasonable accommodation. I (We) understand that the Section 811 applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. I (We) understand that records on Section 811 applicants and Section 811 tenants, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three (3) years. I (We) shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-9 for further guidance on rejecting Section 811 applicants and denial of rental assistance.

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use restriction or contractual obligation to serve persons with disabilities or persons 62 and older.
I (We) understand that funding through the full, initial 20-year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5-year renewal cycle and may be moved or dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms maybe adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

**Management Practices Certification**

I (We) certify that the Applicant or their designated property management staff will immediately notify TDHCA of Section 811 PRA unit vacancies if requested by TDHCA. I (We) certify that, once a RAC is executed, that the available unit will be held vacant for an 811 PRA tenant referred by TDHCA, if a tenant has been referred to the property by TDHCA, for up to 60 days before the unit will be re-rented to a non-811 PRA applicant.

I (We) certify that the Applicant or their designated property management staff will comply with any current or future requirement for marketing or outreach of the units and I (We) certify that I (we) will follow all HUD Fair Housing and Equal Opportunity requirements.

I (We) certify that I (we) will furnish all required documentation, reports, and forms as necessary to assist TDHCA in entering necessary eligibility and income information in HUD systems as required; information requested for reporting on performance measures to HUD will be furnished within the timelines as specified by TDHCA.

I (We) certify that we understand that all Applicants who are States, Territories, Urban Counties, and Metropolitan cities shall be subject to the requirements of 24 CFR Part 85, and further that all Applicants who are Nonprofits shall be subject to the requirements of 24 CFR Part 84.

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUD-92236-PRA will be used as required by the Cooperative Agreement, Section XII. GRANTEE PROGRAM ADMINISTRATION.

In addition, I (We) certify that we understand that all lease addendums must be sent to TDHCA. TDHCA will consider lease addendums on a case by case basis and may decide to send to HUD for approval. Owners may only modify the lease terms with a tenant at the end of the initial term or a successive term by serving an appropriate notice to the tenant, together with the provision of a revised TDHCA approved agreement or addendum.

I (We) certify to follow requirements of § PRA.406. I (We) understand that prior to occupancy of a Section 811 unit, that an Eligible Section 811 Household must be given the opportunity to be present for the move-in unit inspection. I (we) understand that the inspection of the Section 811 Unit will be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Household and both shall certify, on a form prescribed or approved by TDHCA that they have inspected the Section 811 Unit and have determined it to be Decent, Safe, and Sanitary condition in accordance with the criteria provided in the form. The Applicant or the designated Property Management staff shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Section 811 Household waives the right to this
inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Household indicating they have waived this right.

In addition, I (We) certify that the Applicant or the designated Property Management staff shall perform unit inspections of the Section 811 Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This will ensure that the Applicant is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

In addition, I (We) understand that the TDHCA and/or HUD may ask, and must be permitted, to review the records related to the RAC at least annually to determine compliance. I (We) understand that HUD may independently inspect project operations and Section 811 Units at any time with reasonable notice prior to inspection; and Equal Opportunity reviews may be conducted by HUD at any time.

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA in the Participant Selection Plan TDHCA maintains for HUD (and which is available on the TDHCA website) and will ensure that Section 811 tenants are not over or under housed according to those requirements.

I (We) certify that the Applicant or the designated Property Management staff shall comply and participate with any dispute resolution processes as required by TDHCA.

I (We) certify, as referenced in § PRA.409, that the Applicant shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of 24 CFR Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

I (We) certify that the Development site referenced in this Application will take reasonable steps to ensure meaningful access to its programs and activities to Limited English Proficiency tenants. Additionally, I (We) certify that all communications provided to Eligible Applicants and Eligible Households at the Development referenced in this Application are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act.

I (We) certify that Development staff will assist 811 PRA tenants with annual re-certification of income and program requirements as required by HUD; property staff are familiar with HUD income verification requirements and tenant re-certification policies as published in the HUD Handbook 4350.3 REV-1.

I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.
I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

I (We) certify that any updated screening, eligibility, lease addenda or fee criteria established for tenants of the identified Development in this Application will be provided to TDHCA 30 days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant recertifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development’s property management plan, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.

By: [Signature]
Signature of Authorized Representative

Lisa M. Stephens
Printed Name

President
Title

1-23-18
Date

The State of Texas

COUNTY OF

Megan D. Lasch
Notary Public, State of Texas
Comm. Expires 11-22-2018
Notary ID 128451342

Before me, a notary public, on this day personally appeared [Name], 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 [Day] of, [Month], 2018

[Seal]
Notary Public Signature
Existing Development Information

NA
Occupied Developments

NA
2018 HTC
Full Application

Part 3 Tab 22

Architectural Drawings
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, stating sizes, etc.
- identifies all residential and common buildings and labels them consistently with the Building/Unit Type Configuration form
- clearly delineates the flood plain boundary lines or states there is no floodplain
- identifies all easements, regardless of how they are held
- indicates placement of detention/retention pond(s) or states there are no detention ponds
- indicates the location and number of parking spaces, garages and carports
- indicates the location and number of accessible parking spaces (review application webinar)
- includes information regarding local parking requirements
- indicates compliant accessible routes
- includes a unit and building type table matrix that indicates the distribution of accessible Units
- describes if applicable how flood mitigation or other required mitigation will be accomplished.

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, porches and patios, and any other square footage not included in NRA
- location of accessible units

Common Building floor plans should include the following, building by building:
- tabulation of the square footage of conditioned (heated and cooled) spaces that are accessible to tenants, e.g., offices for tenant/management contact, clubrooms, kitchens, exercise rooms, laundries, etc. (state each area separately).
- tabulation of the square footage of conditioned areas that are restricted to employees, only, e.g., administrative offices, maintenance areas, etc. (state each area separately).
- tabulation of the square footage of unconditioned areas that are accessible to tenants, e.g., porches, patios, mailbox areas, etc. (state each area separately)
- tabulation of the square footage of unconditioned areas that are restricted to employees, only, e.g., maintenance areas, equipment rooms, storage, etc. (state each area separately)

For Supportive Housing only, specification of space to be used for 50 sq ft/unit common space

Unit floor plans for each type of Unit
- 5% of each Unit type are accessible to tenants with a mobility impairment, and 2% are accessible to tenants with a vision or hearing impairment
- All Units accessed by the ground floor or by elevator comply with the visitability requirements of 10.101(b)(8)(B)(iii)

Elevations for each side of each building type and must include:
- a percentage estimate of the exterior composition of each elevation
- roof pitch

Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
ARCHITECTURAL SITE PLAN

THE McFARLAND

Weatherford, Texas

SITE NOTES

1. SITE AREA: TOTAL 5.88 ACRES
2. ENTIRE SITE IS IN FLOOD ZONE X
3. ALL ONSITE CONSTRUCTION IS NEW CONSTRUCTION
4. MINIMUM 8'-0" CEILING HEIGHT
5. PARKING COUNT MEETS THE LOCAL REQUIREMENTS
## BUILDING SUMMARY - THE McFARLAND

<table>
<thead>
<tr>
<th>BUILDING DESIGNATION</th>
<th>SPACE TYPE</th>
<th>1-BR 1-BA</th>
<th>2-BR 2-BA</th>
<th>3-BR 2-BA</th>
<th>1-BR 1-BA</th>
<th>2-BR 2-BA</th>
<th>3-BR 2-BA</th>
<th>COMMON GROSS AREA</th>
<th>TOTAL N.R.A. **</th>
<th>UNITS/ BLDG</th>
<th># OF STORIES</th>
<th>G.S.F.</th>
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<td></td>
<td></td>
<td></td>
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<td>496</td>
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<td>UNCONDITIONED ACCESSIBLE TO TENANTS</td>
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<td></td>
<td>539</td>
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<td>24</td>
<td>8</td>
<td>658</td>
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<td>6,344</td>
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<td>PORCHES</td>
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<td>1,800</td>
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<td></td>
<td>66</td>
<td></td>
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</tr>
<tr>
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<td></td>
<td>66</td>
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<td>4 APARTMENT</td>
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<td></td>
<td>60</td>
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<tr>
<td>TOTALS</td>
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<td>21,994</td>
<td>85,872</td>
<td>100</td>
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<td>108,866</td>
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</table>

** NET RENTABLE AREA (TOHCA) IS THE UNIT SPACE THAT IS AVAILABLE EXCLUSIVELY TO THE TENANT AND IS HEATED & COOLED BY A MECHANICAL HVAC SYSTEM. NRA IS MEASURED TO THE OUTSIDE OF THE STUDS OF A UNIT OR TO THE MIDDLE OF WALLS IN COMMON WITH OTHER UNITS. NRA DOES NOT INCLUDE COMMON HALLWAYS, STAIRWELLS, ELEVATOR, SHAFTS, JANITOR CLOSETS, ELECTRICAL CLOSETS, BALCONIES, PORCHES, PATIOS, OR OTHER AREAS NOT ACTUALLY AVAILABLE TO THE TENANTS FOR THEIR FURNISHINGS.

## BUILDING TYPE SUMMARY

THE McFARLAND

Weatherford, Texas

** PARKING SUMMARY **

- TOTAL DWELLING UNITS = 100
- TOTAL PARKING SPACES = 206

** 2010 ADA UNITS SUMMARY **

- 5% x 100 = 5 UNITS - (1)1/1, (3)2/2 & (1)3/2
- LABELED HC UNIT ON BUILDING PLANS

** MOBILITY, HEARING & VISUAL **

- HEARING & VISUAL
- 2% x 100 = 3 UNITS - (1)1/1, (1)2/2 & (1)3/2
- LABELED HV UNIT ON BUILDING PLANS
Building 1 - Clubhouse - Plan

THE McFARLAND

Weatherford, Texas
BUILDING 1 NOTES

1. NET RENTABLE AREA 0 sf
2. TOTAL COMMON SPACE 2,757sf – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 5:12 UNLESS NOTED OTHERWISE

Building 1 - Clubhouse - Elevations

THE McFARLAND

Weatherford, Texas
BUILDING 1 NOTES

1. NET RENTABLE AREA 0 sf
2. TOTAL COMMON SPACE 2,757sf - SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 5:12 UNLESS NOTED OTHERWISE
BUILDING 2 NOTES

1. NET RENTABLE AREA 34,120 sf
2. TOTAL COMMON SPACE 8,210 sf - SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE

Building 2 - Level 1

THE McFARLAND

Weatherford, Texas
Building 2 - Level 2

THE McFARLAND

BUILDING 2 NOTES
1. NET RENTABLE AREA 34,120 sf
2. TOTAL COMMON SPACE 8,210 sf - SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
Building 2 - Level 3

THE McFARLAND

Building 2 Notes:
1. Net Rentable Area: 34,120 sf
2. Total Common Space: 8,210 sf - See Breakdown on Building Type Summary
3. Minimum 8’-0” Ceiling Height
4. Roof Slope 3:12 unless noted otherwise

Weatherford, Texas
BUILDING 2 NOTES
1. NET RENTABLE AREA 34,120 sf
2. TOTAL COMMON SPACE 8,210 sf – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8’-0” CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
Building 3 - Level 1

THE McFARLAND

Weatherford, Texas
Building 3 - Level 2

THE McFARLAND

Weatherford, Texas

BUILDING 3 NOTES
1. NET RENTABLE AREA 16,816 sf
2. TOTAL COMMON SPACE 2,797 sf – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8’-0” CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
Building 3 - Level 3

THE McFARLAND

Weatherford, Texas

BUILDING 3 NOTES
1. NET RENTABLE AREA 16,816 sf
2. TOTAL COMMON SPACE 2,797 sf – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
Building 3 - Level 4

THE McFARLAND

Weatherford, Texas
Building 4 - Level 1

THE McFARLAND

Weatherford, Texas

BUILDING 4 NOTES

1. NET RENTABLE AREA 35,936sf
2. TOTAL COMMON SPACE 8,230 – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8’-0” CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
Building 4 - Level 2

THE McFARLAND

Building 4 Notes:
1. NET RENTABLE AREA 35,936sf
2. TOTAL COMMON SPACE 8,230 – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE

Weatherford, Texas
BUILDING 4 NOTES

1. NET RENTABLE AREA 35,936sf
2. TOTAL COMMON SPACE 8,230 – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
Building 2 - Elevations

THE McFARLAND

Weatherford, Texas

BUILDING 2 NOTES

1. NET RENTABLE AREA 34,120 sf
2. TOTAL COMMON SPACE 8,210 sf — SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
Building 3 - Elevations

THE McFARLAND

Building 3 NOTES

1. NET RENTABLE AREA 16,816 sf
2. TOTAL COMMON SPACE 2,797 sf — SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE

Weatherford, Texas
Building 3 - Elevations

THE McFARLAND

Weatherford, Texas

BUILDING 3 NOTES

1. NET RENTABLE AREA 16,816 sf
2. TOTAL COMMON SPACE 2,797 sf – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
Building 4 - Elevations

THE McFARLAND

Building 4 Notes:
1. Net Rentable Area 35,936sf
2. Total Common Space 8,230 - See Breakdown on Building Type Summary
3. Minimum 8'-0" Ceiling Height
4. Roof Slope 3:12 Unless Noted Otherwise
Building 4 - Elevations

THE McFARLAND

BUILDING 4 NOTES

1. NET RENTABLE AREA 35,936sf
2. TOTAL COMMON SPACE 8,230 – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8”-0” CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
One Bedroom Unit

THE McFARLAND

NET RENTABLE AREA: 658 SF
PORCH AREA: 45 SF

UNIT MEETS ALL ACCESSIBILITY & VISIBILITY REQUIREMENTS

NOTE:
SOME UNITS UTILIZE AN ALTERNATE ENTRY
- ALL OTHER FEATURES AND NET RENTABLE AREAS ARE THE SAME

Weatherford, Texas
Two Bedroom Unit
THE McFARLAND

NET RENTABLE AREA: 852 SF
PORCH AREA: 45 SF

NOTE:
SOME UNITS UTILIZE AN ALTERNATE ENTRY
ALL OTHER FEATURES AND NET RENTABLE AREAS ARE THE SAME
Three Bedroom Unit
THE McFARLAND
Weatherford, Texas

NET RENTABLE AREA: 1,051 SF
PORCH AREA: 45 SF

NOTE:
SOME UNITS UTILIZE AN ALTERNATE ENTRY
- ALL OTHER FEATURES AND NET RENTABLE AREAS ARE THE SAME

UNIT MEETS ALL ACCESSIBILITY & VISIBILITY REQUIREMENTS
2018 HTC Full Application

Part 3 Tab 23

 Specifications and Building/Unit Type Configuration and Tab 23a, 23b, 23c Forms
## 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.

### Specifications and Amenities (check all that apply)

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42[(3)(B)]</th>
<th>Duplex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scattered Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fourplex</td>
<td></td>
<td>4</td>
<td>&gt; 4 Units Per Building</td>
<td></td>
</tr>
<tr>
<td>Townhome</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Development will have:

- Fire Sprinklers
- Elevators: 3 # of Elevators, 2500 Wt. Capacity

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

<table>
<thead>
<tr>
<th></th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td></td>
<td>31</td>
</tr>
<tr>
<td>Uncovered Spaces</td>
<td></td>
<td>75</td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Floor Composition/Wall Height:

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<thead>
<tr>
<th></th>
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<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Carpet/Vinyl/Resilient Flooring</td>
<td></td>
<td>100</td>
</tr>
<tr>
<td>Ceiling Height</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>% Ceramic Tile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upper Floor(s) Ceiling Height (Townhome Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Describe:</td>
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</tr>
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### Building Configuration

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<th>3</th>
<th>4</th>
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</thead>
<tbody>
<tr>
<td>Number of Stories</td>
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<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Number of Buildings</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>3</td>
</tr>
</tbody>
</table>

### Unit Type

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
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</thead>
<tbody>
<tr>
<td>1-BR</td>
<td>1</td>
<td>1</td>
<td>658</td>
</tr>
<tr>
<td>2-BR</td>
<td>2</td>
<td>2</td>
<td>852</td>
</tr>
<tr>
<td>3-BR</td>
<td>3</td>
<td>2</td>
<td>1,051</td>
</tr>
</tbody>
</table>

### Number of Units Per Building

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Stories</th>
<th>Number of Units Per Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>8</td>
<td>0 8 0 8</td>
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<tr>
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<td>24</td>
<td>0 24 0 36</td>
</tr>
<tr>
<td>0</td>
<td>8</td>
<td>0 8 16 0</td>
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</tbody>
</table>

### Total Residential Buildings

<table>
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<th>Total # of Residential Buildings</th>
<th>Total Sq Ft for Unit Type</th>
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</thead>
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<tr>
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<td>10,528</td>
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<td>2</td>
<td>60</td>
<td>51,120</td>
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<td>3</td>
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<td>25,224</td>
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</table>

### Totals

<table>
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<th>Unit Type</th>
<th>Number of Bedrooms</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
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<tr>
<td>0</td>
<td>1</td>
<td>1</td>
<td>40</td>
<td>100</td>
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<tr>
<td>0</td>
<td>16</td>
<td>5</td>
<td>44</td>
<td>86,872</td>
</tr>
</tbody>
</table>

### Net Rentable Square Footage from Rent Schedule

- 86,872

#### Supportive Housing Applicants Only

- Enter the total development common area from the architect’s plans: 86,872
- Ensure that this number matches your architectural drawings:
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 5,000
- The lesser of these two numbers added to NRA: 86,872

If a revised form is submitted, date of submission: 

---

86,872
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 10.101(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>
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<tr>
<td>Unit Description</td>
<td>100</td>
<td>5%</td>
<td>5</td>
<td>5</td>
<td>5</td>
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<tr>
<td>1 Br</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
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<td>1</td>
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<tr>
<td>2 Br</td>
<td>60</td>
<td>5%</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>3 Br</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>0</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>0</td>
<td>5%</td>
<td>0</td>
<td>0</td>
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<tr>
<td>100</td>
<td>5</td>
<td>5.2</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"*

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>82</td>
<td>5%</td>
<td>4.1</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>0</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>0</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: [Signature]  
Paul Slayton  
Printed Name  
Miller Slayton Architects, Inc.  
Firm Name (If applicable)

Date: 2/21/2018
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 10.101(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>100</td>
<td>2%</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1 Br</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2 Br</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td>3 Br</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: ___________________________ Paul Slayton
Signature Printed Name

2/21/2018 Miller Slayton Architects, Inc.
Date Firm Name (If applicable)
Accessible Parking Calculation

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

Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

**Use this chart to indicate number of parking spaces provided.**

Enter the total number of parking spaces

Enter the parking type and the number of spaces in each, starting with the surface lot (*see the example) **make sure the totals match!**

<table>
<thead>
<tr>
<th>Total # of Spaces: 206</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot 75</td>
<td>0.36407767</td>
</tr>
<tr>
<td>Carport 100</td>
<td>0.485436893</td>
</tr>
<tr>
<td>Detached Garage 31</td>
<td>0.150485437</td>
</tr>
<tr>
<td>Total 206</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces: 450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot 300</td>
<td>0.6666666667</td>
</tr>
<tr>
<td>Carports 100</td>
<td>0.222222222</td>
</tr>
<tr>
<td>Garages 50</td>
<td>0.111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
</tr>
<tr>
<td>Total 450</td>
<td>100</td>
</tr>
</tbody>
</table>

**Use this chart to figure out accessible parking requirements.**

*chart above must be completed first*

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>12</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>4.368932</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Carport</td>
<td>5.8252427</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Detached Garage</td>
<td>1.8058252</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th># Accessible Spaces:</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10.6666667</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777777</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

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 spot per accessible unit located on the closest route to the accessible unit. For every 5 or fraction of accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking spaces provided.

By: [Signature]

Date: 2/21/2018

Paul Slayton
Printed Name

Miller Slayton Architects, Inc.

Firm Name (If applicable)
2018 HTC
Full Application

Part 4 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".

#### Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):
- Retained deposits, late/app fees, int. income

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>National HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy</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>2</td>
<td>1</td>
<td>1.0</td>
<td>658</td>
<td>1,316</td>
<td>402</td>
<td>60</td>
<td>342</td>
<td>684</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>658</td>
<td>2,632</td>
<td>670</td>
<td>60</td>
<td>610</td>
<td>2,440</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>658</td>
<td>5,264</td>
<td>804</td>
<td>60</td>
<td>744</td>
<td>5,952</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>658</td>
<td>804</td>
<td>804</td>
<td>60</td>
<td>1,608</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>852</td>
<td>3,408</td>
<td>482</td>
<td>76</td>
<td>406</td>
<td>1,624</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>24</td>
<td>2</td>
<td>2.0</td>
<td>852</td>
<td>20,448</td>
<td>803</td>
<td>76</td>
<td>727</td>
<td>17,448</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>26</td>
<td>2</td>
<td>2.0</td>
<td>852</td>
<td>22,152</td>
<td>964</td>
<td>76</td>
<td>888</td>
<td>23,088</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>6</td>
<td>2</td>
<td>2.0</td>
<td>852</td>
<td>5,112</td>
<td>964</td>
<td>76</td>
<td>5,784</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>3</td>
<td>2.0</td>
<td>1051</td>
<td>3,153</td>
<td>557</td>
<td>92</td>
<td>465</td>
<td>1,395</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>8</td>
<td>3</td>
<td>2.0</td>
<td>1051</td>
<td>8,408</td>
<td>928</td>
<td>92</td>
<td>6,688</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>9</td>
<td>3</td>
<td>2.0</td>
<td>1051</td>
<td>9,459</td>
<td>1,114</td>
<td>92</td>
<td>9,198</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>4</td>
<td>3</td>
<td>2.0</td>
<td>1051</td>
<td>4,204</td>
<td>1,114</td>
<td>92</td>
<td>4,456</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Total:

<table>
<thead>
<tr>
<th>Non Rental Income</th>
<th>$0.00</th>
<th>per unit/month for:</th>
<th>retained deposits, late/app fees, int. income</th>
<th>1,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>$15.00</td>
<td>per unit/month for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>$0.00</td>
<td>per unit/month for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL NONRENTAL INCOME</td>
<td>$15.00</td>
<td></td>
<td></td>
<td>1,500</td>
</tr>
</tbody>
</table>

- Provision for Vacancy & Collection Loss: % of Potential Gross Income: 7.56% (6,140)
- Rental Concessions (enter as a negative number)

- EFFECTIVE GROSS MONTHLY INCOME: 81,865

= EFFECTIVE GROSS ANNUAL INCOME: 908,702

*If a revised form is submitted, date of submission: ____________________________*
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC30%</td>
<td>10%</td>
<td>9%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>41%</td>
<td>36%</td>
</tr>
<tr>
<td>TC60%</td>
<td>49%</td>
<td>43%</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MORTGAGE REVENUE BOND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRBM R</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBM R Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>2</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>3</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

### Cost Per Sq Ft

- **ACQUISITION + HARD**
  - Cost Per Sq Ft: $117.67
- **HARD**
  - Cost Per Sq Ft: $117.67
- **BUILDING**
  - Cost Per Sq Ft: $82.86

**Note:** 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.
2018 HTC Full Application

Part 4 Tab 25

Utility Allowances
### Utility Allowances [§10.614]

Applicant must attach to this form as documentation 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.* 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>
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<td>$ 9</td>
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<td>$ 10</td>
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<td>Sewer</td>
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<td>Trash</td>
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<td></td>
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<tr>
<td>Other</td>
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<td><strong>Total Paid by Tenant</strong></td>
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<td>$ -</td>
<td>$ 60</td>
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### Other (Describe)

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If a revised form is submitted, date of submission: [__________]
### Allowances for Tenant Furnished Utilities and other Services

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<tr>
<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
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<td></td>
<td>0 BR</td>
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<td><strong>Heating</strong></td>
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</tr>
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<td>a. Natural Gas</td>
<td>$9.00</td>
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<tr>
<td>b. Bottle Gas/Propane</td>
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<td>c. Electric</td>
<td>$7.00</td>
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<tr>
<td>Heat Pump</td>
<td>$3.00</td>
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<tr>
<td>d. Oil / Other</td>
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<tr>
<td><strong>Cooking</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$3.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$4.00</td>
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<tr>
<td><strong>Other Electric (Lights &amp; Appliances)</strong></td>
<td>$14.00</td>
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<td><strong>Air Conditioning</strong></td>
<td>$5.00</td>
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<tr>
<td><strong>Water Heating</strong></td>
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</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7.00</td>
</tr>
<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$8.00</td>
</tr>
<tr>
<td>d. Oil / Other</td>
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<tr>
<td><strong>Water</strong></td>
<td>$41.00</td>
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<tr>
<td><strong>Sewer</strong></td>
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<tr>
<td><strong>Trash Collection</strong></td>
<td>$17.00</td>
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<tr>
<td><strong>Range / Microwave Tenant-supplied</strong></td>
<td>$12.00</td>
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<tr>
<td><strong>Refrigerator Tenant-supplied</strong></td>
<td>$13.00</td>
</tr>
<tr>
<td><strong>Other-- Monthly Electric Fee $13.73</strong></td>
<td>$14.00</td>
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<tr>
<td><strong>specify:</strong> Monthly Gas Fee $19.82</td>
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**Actual Family Allowances**

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

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<thead>
<tr>
<th>Utility or Service</th>
<th>per month cost</th>
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<tr>
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<tr>
<td>Other Electric</td>
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<tr>
<td>Air Conditioning</td>
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<tr>
<td>Water Heating</td>
<td>$</td>
</tr>
<tr>
<td>Water</td>
<td>$</td>
</tr>
<tr>
<td>Sewer</td>
<td>$</td>
</tr>
<tr>
<td>Trash Collection</td>
<td>$</td>
</tr>
<tr>
<td>Range / Microwave</td>
<td>$</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>$</td>
</tr>
<tr>
<td>Other -</td>
<td>$</td>
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**Number of Bedrooms**

<table>
<thead>
<tr>
<th>Number of Bedrooms</th>
<th>Other</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
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</table>

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The Nelrod Company 10/2016 Update
2018 HTC
Full Application

Part 4 Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses
- Accounting: $12,000
- Advertising: $13,000
- Legal fees: $8,125
- Leased equipment:
- Postage & office supplies: $6,500
- Telephone: $4,875
- Other: 
- Total General & Administrative Expenses: $44,500

### Management Fee:
- Percent of Effective Gross Income: 5.00%
- Management Fee: $45,435

### Payroll, Payroll Tax & Employee Benefits
- Management: $56,000
- Maintenance: $48,000
- Other: 
- Total Payroll, Payroll Tax & Employee Benefits: $133,120

### Repairs & Maintenance
- Elevator: $22,500
- Exterminating: $2,100
- Grounds: $15,000
- Make-ready: $13,000
- Repairs: $19,500
- Pool:
- Other: 
- Total Repairs & Maintenance: $72,100

### Utilities (Enter Only Property Paid Expense)
- Electric: portfolio $20,000
- Natural gas:
- Trash: portfolio $7,200
- Water/Sewer: portfolio $37,500
- Other: 
- Total Utilities: $64,700

### Annual Property Insurance:
- Rate per net rentable square foot: $0.35
- Annual Property Insurance: $30,000

### Property Taxes:
- Published Capitalization Rate: 9.00%
- Source: Parker
- Annual Property Taxes: $108,000
- Payments in Lieu of Taxes:
- Total Property Taxes: $108,000

### Reserve for Replacements:
- Annual reserves per unit: $300
- Reserve for Replacements: $30,000

### Other Expenses
- Cable TV:
- Supportive Services (Staffing/Contracted Services):
- TDHCA Compliance fees: $3,520
- TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only):
- Security:
- Other: 
- Total Other Expenses: $3,520

### TOTAL ANNUAL EXPENSES
- Expense per unit: $531
- TOTAL ANNUAL EXPENSES: $531,375

### NET OPERATING INCOME (before debt service)
- Expense to Income Ratio: 58.48%
- Annual Debt Service
- Citi Community Capital: $306,454
- TOTAL ANNUAL DEBT SERVICE: $306,454
- NET CASH FLOW: $70,872

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

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>EXPENSES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$964,380</td>
<td>$44,500</td>
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<tr>
<td></td>
<td>$983,668</td>
<td>$45,435</td>
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<tr>
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<td>$1,003,341</td>
<td>$47,210</td>
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<tr>
<td></td>
<td>$1,023,408</td>
<td>$47,522</td>
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<tr>
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<td>$1,043,368</td>
<td>$50,085</td>
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<td>$1,063,328</td>
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<tr>
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<td>$1,083,288</td>
<td>$67,310</td>
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### DEBT SERVICE

<table>
<thead>
<tr>
<th>YEAR</th>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>Third Deed of Trust Annual Loan Payment</th>
<th>Other Annual Required Payment</th>
<th>Other Annual Required Payment</th>
</tr>
</thead>
</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 previously 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**

<table>
<thead>
<tr>
<th>Phone:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Date</th>
<th>Printed Name</th>
<th>Email:</th>
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</table>

**Signature, Authorized Representative, Syndicator**

<table>
<thead>
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<th>Email:</th>
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<table>
<thead>
<tr>
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<th>Printed Name</th>
<th>Email:</th>
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</table>

If a revised form is submitted, date of submission:
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 6</th>
<th>YEAR 7</th>
<th>YEAR 8</th>
<th>YEAR 9</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<td>$983,668</td>
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<td>RENTAL INCOME</td>
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<td>$18,727</td>
<td>$19,102</td>
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<td>$21,512</td>
<td>$23,751</td>
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<td>POTENTIAL GROSS ANNUAL RENTAL</td>
<td>$982,380</td>
<td>$1,002,028</td>
<td>$1,022,606</td>
<td>$1,042,510</td>
<td>$1,063,360</td>
<td>$1,174,035</td>
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<td>INCOME</td>
<td>$73,679</td>
<td>$(75,152)</td>
<td>$(76,855)</td>
<td>$(78,180)</td>
<td>$(79,752)</td>
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<td>General &amp; Administrative Expense</td>
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<td>$45,835</td>
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<td>$50,085</td>
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<td>Management Fee</td>
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<td>$137,114</td>
<td>$141,227</td>
<td>$145,404</td>
<td>$149,828</td>
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<td>$76,491</td>
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<td>$20,600</td>
<td>$21,218</td>
<td>$21,855</td>
<td>$22,510</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$46,041</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
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<tr>
<td>Other Expenses</td>
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<td>$3,962</td>
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<td>TOTAL ANNUAL EXPENSES</td>
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<td>$562,804</td>
<td>$579,216</td>
<td>$596,110</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$377,326</td>
<td>$380,014</td>
<td>$382,509</td>
<td>$385,105</td>
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<tbody>
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<td>Second Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
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<td></td>
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<tr>
<td>Other Annual Required Payment</td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$70,872</td>
<td>$73,560</td>
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<td>$81,044</td>
<td>$89,188</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$70,872</td>
<td>$144,432</td>
<td>$220,587</td>
<td>$299,238</td>
<td>$380,282</td>
<td>$510,060</td>
<td>$628,279</td>
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<td>Debt Coverage Ratio</td>
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<td>1.25</td>
<td>1.26</td>
<td>1.26</td>
<td>1.30</td>
<td>1.32</td>
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</tr>
<tr>
<td>Other (Describe)</td>
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<tr>
<td>Other (Describe)</td>
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<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

BARRY.KRINSKY@CITI.COM

Phone: (617) 347-3254

Printed Name: BARRY.KRINSKY@CITI.COM

Date: 2/26/18

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission:
2018 HTC
Full Application

Part 4 Tab 28

Offsite Cost Breakdown
**Offsite 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.

**Note: ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT in the Offsite Cost Breakdown above**

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site Utilities</td>
<td>$ 20,000.00</td>
<td></td>
<td></td>
<td>$ 20,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site Paving</td>
<td>$ 65,000.00</td>
<td></td>
<td></td>
<td>$ 65,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site Utilities</td>
<td>$ 20,000.00</td>
<td></td>
<td></td>
<td>$ 20,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site Paving</td>
<td>$ 65,000.00</td>
<td></td>
<td></td>
<td>$ 65,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td>$</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>$ 85,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification: Brandon Middleton, P.E.

Printed Name: Brandon Middleton, P.E.

Date: 2/26/2018
2018 HTC
Full Application

Part 4 Tab 29

Site Work Cost Breakdown
# Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs. Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule. Columns B and C: In determining actual construction cost, two different methods may be used:

- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

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

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

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

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

**This form must be completed by a registered professional 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 these 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>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$ -</td>
<td>1</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Asbestos Abatement (Demo Only)</td>
<td>$ -</td>
<td>1</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Underground Detention</td>
<td>$ 80,000.00</td>
<td>1</td>
<td>$ 80,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 80,000</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$ 250,000.00</td>
<td>1</td>
<td>$ 250,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 250,000</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$ 100,000.00</td>
<td>1</td>
<td>$ 100,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>On-site Concrete</td>
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<td>$ 120,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 120,000</td>
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<tr>
<td>On-site Electrical</td>
<td>$ 192,000.00</td>
<td>1</td>
<td>$ 192,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 192,000</td>
</tr>
<tr>
<td>On-site Paving</td>
<td>$ 325,000.00</td>
<td>1</td>
<td>$ 325,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 325,000</td>
</tr>
<tr>
<td>On-site Utilities</td>
<td>$ 400,000.00</td>
<td>1</td>
<td>$ 400,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 400,000</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$ 75,000.00</td>
<td>1</td>
<td>$ 75,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>Bumper Stops, striping &amp; signs</td>
<td>$ 35,000.00</td>
<td>1</td>
<td>$ 35,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 35,000</td>
</tr>
<tr>
<td>Other (Mobilitation)</td>
<td>$ 40,000.00</td>
<td>1</td>
<td>$ 40,000.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 40,000</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,617,000</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer

Brandon Middleton, P.E.
Printed Name
2/26/2018

Date
2018 HTC
Full Application

Part 4 Tab 30

Development Cost Schedule
<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>Scratch Paper/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,700,000</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</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>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$85,000</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
</tr>
<tr>
<td>mobilization</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,617,000</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td></td>
</tr>
<tr>
<td>picnic tables/benches/grills</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$300,000</td>
</tr>
</tbody>
</table>

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below.
**BUILDING COSTS***:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost 1</th>
<th>Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>660,613</td>
<td>660,613</td>
</tr>
<tr>
<td>Masonry</td>
<td>532,383</td>
<td>532,383</td>
</tr>
<tr>
<td>Metals</td>
<td>302,004</td>
<td>302,004</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,278,128</td>
<td>1,278,128</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>202,457</td>
<td>202,457</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>149,192</td>
<td>149,192</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>335,790</td>
<td>335,790</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,233,386</td>
<td>1,233,386</td>
</tr>
<tr>
<td>Specialties</td>
<td>96,259</td>
<td>96,259</td>
</tr>
<tr>
<td>Equipment</td>
<td>205,373</td>
<td>205,373</td>
</tr>
<tr>
<td>Furnishings</td>
<td>212,676</td>
<td>212,676</td>
</tr>
<tr>
<td>Special Construction</td>
<td>170,270</td>
<td>170,270</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,011,849</td>
<td>1,011,849</td>
</tr>
<tr>
<td>Electrical</td>
<td>697,737</td>
<td>697,737</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,233,386</td>
<td>1,233,386</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>583,000</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Building Costs Before 11.9(e)(2) $7,781,118 $0 $7,198,118

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

<table>
<thead>
<tr>
<th>Cost 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>$77.97 psf</td>
</tr>
<tr>
<td>$6,773,118</td>
</tr>
</tbody>
</table>

TOTAL BUILDING COSTS & SITE WORK (including site amenities) $9,698,118 $0 $8,530,118

Contingency 5.00% $480,156 $426,506

TOTAL HARD COSTS $10,272,274 $0 $8,956,624

<table>
<thead>
<tr>
<th>Other Construction Costs</th>
<th>% THC</th>
<th>THC</th>
<th>%EHC</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>616,336</td>
<td>537,397</td>
<td>6.00%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>205,445</td>
<td>179,132</td>
<td>2.00%</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>616,336</td>
<td>537,397</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

TOTAL CONTRACTOR FEES $1,438,118 $0 $1,253,927

TOTAL CONSTRUCTION CONTRACT $11,710,393 $0 $10,210,551

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

<table>
<thead>
<tr>
<th>Cost 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00 psf</td>
</tr>
<tr>
<td>$0.00</td>
</tr>
</tbody>
</table>

*To score points under §11.9(e)(2) related to Cost of Development per Square Foot, the Voluntary Eligible Building Costs OR the Voluntary Eligible Hard Costs indicated above must fall within the required thresholds. If voluntary costs are not entered, staff will consider the Subtotal Building Cost or the Total Construction Contract costs, as applicable. Enter score for Building OR Hard Costs at end of form.
### 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>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>205,000</td>
<td>205,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>200,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>52,500</td>
<td>52,500</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>168,807</td>
<td>168,807</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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<td>7,500</td>
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<tr>
<td>Environmental assessment</td>
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<td>21,450</td>
</tr>
<tr>
<td>Soils report</td>
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<td>21,450</td>
</tr>
<tr>
<td>Survey</td>
<td>22,100</td>
<td>22,100</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></td>
</tr>
<tr>
<td>Real property taxes</td>
<td>151,606</td>
<td>121,285</td>
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<tr>
<td>(specify)</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td><strong>$1,582,072</strong></td>
<td><strong>$0</strong></td>
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</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
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</thead>
<tbody>
<tr>
<td>Interest</td>
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<tr>
<td>Loan origination fees</td>
<td>109,500</td>
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<tr>
<td>Title &amp; recording fees</td>
<td>180,000</td>
<td>180,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>115,000</td>
<td>64,569</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Credit Report</td>
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<tr>
<td>Discount Points</td>
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<tr>
<td>(specify)</td>
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#### 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>43,500</td>
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</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>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit 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>(specify)</td>
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<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>(specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Cost Type</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>67,420</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>107,724</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**
$1,517,644
$0
$1,146,418

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Cost Type</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>200,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,911,906</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees**  15.00%
$2,111,906
$0
$1,914,558

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Cost Type</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>105,511</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>418,914</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Reserves**
$524,425
$0
$0

### TOTAL HOUSING DEVELOPMENT COSTS

**Total**
$19,146,439
$0
$14,678,278

---

The following calculations are for HTC Applications only.

**Deduct From Basis:**

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

**Total Eligible Basis**
$0
$14,678,278

**Total Adjusted Basis**
$0
$19,081,761

**Applicable Fraction**
88%

**Total Qualified Basis**
$16,746,402
$0
$16,746,402

**Applicable Percentage**
9.00%

**Credits Supported by Eligible Basis**
$1,507,176
$0
$1,507,176

(May be greater than actual request)

---

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that figure is not rounding down to the maximum dollar figure to support the elected points.*

**Requested Score for 11.9(e)(2)**
12

**Name of contact for Cost Estimate:** Lisa Stephens

**Phone Number for Contact:** 352-213-8700

If a revised form is submitted, date of submission: [Blank]
2018 HTC
Full Application

Part 4 Tab 31

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

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Liens</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amount</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.0%</td>
<td>$ - 0.0%</td>
<td>30 0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.0%</td>
<td>$ - 0.0%</td>
<td>0 0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.0%</td>
<td>$ - 0.0%</td>
<td>0 0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.0%</td>
<td>$ - 0.0%</td>
<td>0 0</td>
</tr>
<tr>
<td>Citi Community Capital</td>
<td>Conventional Loan</td>
<td>$10,950,000 5.75% 1st</td>
<td>$ 4,350,000 6.25% 35 15</td>
<td>1st</td>
</tr>
</tbody>
</table>

| Third Party Equity     | HTC                  | $1,500,000 | $11,098,890 | $13,873,613 | 0.925 |

| Grant                  |                      |            |            |            |       |

| Deferred Developer Fee | Saigebrook Development | $922,827 |            |            |       |

| Other                  | Direct Loan Match     |            |            |            |       |

| Total Sources of Funds | $22,048,890 | $19,146,439 |       |       |

| Total Uses of Funds    | $19,146,439 | $19,146,439 |       |       |

**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.

Construction financing will be provided by Citi Community Capital in the form of a construction loan. The amount of the construction loan will be $10,950,000 and will be interest-only at an interest rate of 5.75%. Citi Community Capital will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $4,350,000 at an interest rate of 6.25%. The conventional loan will be amortized over 35 years and carry a 15 year term. Boston Capital will be providing the equity for the project at a syndication rate of 0.925. The total equity contribution will $13,873,613 with 80% of the equity coming in during construction, or $11,098,890. It is currently estimated that $922,827 in developer fee will be deferred. The City of Weatherford will provide a local contribution of $500, in the form of fee waivers. The local funding is not included as a source since it has already been applied to permitting and related costs, reflected as a reduced cost on

**Describe the replacement reserves:**

Annual replacement reserves are estimate to be $300/unit. Operating reserves are being required in the amount of $418,914 and rent-up reserves are being required in the amount of $105,511.

**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:**
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: 561-347-3254  BARRY.KRINSKY@CITI.COM

If a revised form is submitted, date of submission:

BARRY KRINSKY  2/26/18

561-347-3254  BARRY.KRINSKY@CITI.COM
2018 HTC
Full Application

Part 4 Tab 32

Multifamily Direct Loan
Financial Capacity

NA
2018 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan
Match Funds

NA
2018 HTC
Full Application

Part 4 Tab 34

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

<table>
<thead>
<tr>
<th>Section</th>
<th>Self Score Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commitment of Development Funding by Local Political Subdivision</td>
<td>119</td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td></td>
</tr>
<tr>
<td>A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.</td>
<td></td>
</tr>
<tr>
<td>The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.</td>
<td></td>
</tr>
<tr>
<td>The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.</td>
<td></td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
<td>0</td>
</tr>
</tbody>
</table>

| 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. | 18               |
| **Total Points Claimed:**                                              | 18               |

| 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 | 9.00%            |
| HTC funding request as a percent of Total Housing Development Cost      | 7.83%            |

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

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

**Total Points Claimed:** 3
2018 HTC
Full Application

Part 4 Tab 35

Finance Supporting Documents
### Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- [x] Executed Pro Forma from Permanent or Construction Lender
- [x] Letter from lender regarding approval of Principals (consistent with Template)
- [x] Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- [ ] Evidence of any Gap Financing, terms included
- [ ] Evidence of any Owner Contributions, with financial support if required
- [x] Evidence of Equity Financing (HTC applications only)
- [ ] Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- [ ] Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- [ ] Evidence of Rental Assistance/Subsidy
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
February 26, 2018

Lisa Stephens
Saigebrook Development, LLC
421 West 3rd Street – Suite 1504
Austin, TX 78701

Re: The McFarland
Weatherford, TX

Dear Ms. Stephens:

Citibank, N.A. (“CITI”) understands that The McFarland, LLC (“The McFarland”) intends to submit an application to TDHCA for 9% Low Income Housing Tax Credits. CITI is interested in providing the related construction and permanent loan for the project (see attached Term Sheet, “Exhibit A”).

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to CITI in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of CITI’s customary due diligence review; (b) approval by CITI internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to CITI and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in CITI’s judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither CITI nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to The McFarland, LLC, the Project or any other person, claiming through The McFarland, LLC or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this transaction, if you have not already done so.

Very truly yours,
CITIBANK, N.A.

Barry Krinsky
Authorized Signatory

Encl. - Exhibit A
TERM SHEET

Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages

The McFarland

February 26, 2018

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

PRELIMINARY LOAN TERMS

Transaction Summary: Citibank, N.A. ("CITI") proposes to arrange a construction/permanent loan ("Loan") to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

Property: A to-be-constructed multifamily project containing 100 units located in Weatherford, TX. The property is commonly referred to as "The McFarland." ("Property")

Set-Asides: 9% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income ("AMI"), 36% of the units are reserved for individuals or families whose income is no greater than 50% of AMI, 43% of the units are reserved for individuals or families whose income is no greater than 60% of AMI, and 12% of the units at market rents.

Applicant: The McFarland, LLC

Borrower: A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating agreement must be acceptable to CITI in all respects.

LIHTC Investor/Syndicator: If applicable, the Low Income Housing Tax Credit ("LIHTC") Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership agreement must be acceptable to CITI in all respects including, particularly, the timing of and conditions to funding capital contributions.

Guarantor(s): Saigebrook McFarland, LLC and/or other individual(s) or corporate entity acceptable to CITI in all respects. The Guarantor(s)’ financial condition(s) must be acceptable to CITI in all respects.
Subordinate Debt: If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loan funding unless CITI approves other arrangements.

Loan Security: First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI’s lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

Construction Phase Recourse Guarantees: Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).

Guarantees, Permanent Phase: None, except for industry standard carve outs (“Carve Outs”). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

Environmental Indemnity: Borrower and Guarantor(s) will be liable for CITI’s standard environmental indemnity.

Closing: Closing is subject to full satisfaction of CITI’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.

Closing Date (est.): Fourth Quarter 2018

CONSTRUCTION PHASE

Construction Phase Loan Amount: An amount, currently estimated to be $10,950,000, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 24 months, plus two 6-month extension(s). Fees for the extension(s) are indicated below under “Fees & Expenses.”

Construction Phase Interest Rate: Variable rate equal to one month LIBOR (which shall have a floor of 0.00%) plus a spread of 3.50% (“Construction Phase Interest Rate”). Rate adjusts monthly. Currently, one month LIBOR is trading at approximately 1.63%, for an all-in rate of 5.13%. There will be a floor of 5.75% and that floor is currently in place. Pricing is based on current market conditions and is subject to change.

Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.

Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources
available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

**Amortization:**

None. Payments on the Loan during the Construction Phase will be interest only.

**Prepayment and Yield Maintenance:**

Voluntary prepayment of Loan principal amounts during the Construction Phase, including those as a result of a Borrower default, may be made without prepayment premium unless the Construction Phase Loan Amount is reduced to less than the Permanent Phase Loan Amount (as defined below).

If the prepayment reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount; or (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 100% of the Permanent Phase Loan Amount.

In the event that a Loan prepayment resulting from a Loan resizing, as determined by CITI in its sole discretion, reduces the Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan prepaid below 90% of the Permanent Phase Loan Amount.

Notwithstanding any of the above, in the event the amount of such prepayment would cause the Loan amount to fall below 50% of the Permanent Phase Loan Amount, the Borrower shall be required to repay the Loan in full plus the greater of: (i) 1% of the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount; and (ii) CITI’s standard yield maintenance amount on the amount of the Loan repaid below 90% of the Permanent Phase Loan Amount.

If Borrower prepay principal amounts through the application of insurance proceeds or a condemnation award, no prepayment premium shall be payable to CITI

**Interest Reserve:**

Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.

**Budget and Contingencies:**

The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees. The soft cost contingency is being accounted for in the lease up reserve line item in the project development budget.
General Contractor and Bonding Requirements: The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better.

Retainage: Construction contract will provide for a minimum retainage of 10% of each construction pay application until 50% completion and 0% withheld thereafter “substantial completion” (as defined in the Loan documents). All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE

Permanent Phase Loan Amount: The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $4,350,000 or such other loan amount supported by CITI’s underwriting of the Property at the time of Conversion in accordance with CITI’s underwriting requirements including those listed below.

Term/Amortization: 15/35 years

Yield Maintenance Period: From Closing until 6 months prior to the end of the Permanent Phase.

Permanent Phase Interest Rate: Fixed rate equal 6.25%. The rate will be committed at the time of closing of the Construction Phase financing. CITI reserves the right to change the permanent loan to a Freddie Mac execution should the pricing become more favorable.

Conversion to Permanent Phase Requirements: Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

Debt Service Coverage: A minimum of 1.15 to 1.00.

Loan-to-Value: 90% of market value, based on restricted rents and inclusive of value of permanent below market financing (if applicable), assuming project rents on 80% or more of the units are discounted to a level at least 10% below market. Otherwise, 85%.
Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of $300/unit/year for new construction projects or, for renovation projects, in an amount determined by a Physical Needs Assessment acceptable to CITI, but in a minimum amount of $300/unit/year. For each successive five year period thereafter until Permanent Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (“Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI. CITI may rely upon environmental reports commissioned by Borrower if report is current (within 12 months) and CITI has been provided evidence of acceptable E&O insurance coverage carried by Borrower’s environmental consultant and a reliance letter in form acceptable to CITI. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI in its sole discretion.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

1) The Bank has reviewed the sponsor’s application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years.

2) The Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

3) The Bank has reviewed in substance, the creditworthiness and quality of the financial strength of the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of $5,000), and CITI’s initial legal fees. Applicant is responsible for the payment of all
reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).

**Origination Fee:**
A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount ("Origination Fee") shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

**CITI Legal Fees (est):**
Estimated fees of CITI’s counsel for the initial closing is $50,000 and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.

Fees of CITI’s counsel for work associated with Conversion of the Loan to the Permanent Phase are estimated to be $10,000.

**Course of Construction Inspections (est):**
$TBD/monthly report.

**Construction Term Extension Fee:**
There will be no fee for the first six month extension and a fee of 0.25% of the Construction Phase Loan Amount for the second extension.

**Conversion Fee and Expenses:**
A Conversion fee equal to $10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be $5,000.

**Other Costs:**
Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

**Term Sheet Expiration Date:**
Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.
This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”).

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

**SPONSOR:**

By: [Signature]

Name: Lisa Stephens

Title: President
The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

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CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

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## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
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<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$964,380</td>
<td>$983,668</td>
<td>$1,003,341</td>
<td>$1,023,408</td>
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<td>$1,152,523</td>
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<td>$1,174,035</td>
<td>$1,296,230</td>
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<td>Provision for Vacancy &amp; Collection Loss</td>
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<td>($75,152)</td>
<td>($76,855)</td>
<td>($78,180)</td>
<td>($79,752)</td>
<td>($88,050)</td>
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<td>Rental Concessions</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$908,702</td>
<td>$925,876</td>
<td>$945,413</td>
<td>$964,321</td>
<td>$983,608</td>
<td>$1,085,082</td>
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### EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
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<tr>
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<td>$44,500</td>
<td>$45,835</td>
<td>$47,210</td>
<td>$48,626</td>
<td>$50,085</td>
<td>$58,062</td>
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</tr>
<tr>
<td>Management Fee</td>
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<td>$47,271</td>
<td>$48,216</td>
<td>$49,180</td>
<td>$54,299</td>
<td>$59,991</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$133,120</td>
<td>$137,114</td>
<td>$141,227</td>
<td>$145,404</td>
<td>$149,828</td>
<td>$173,681</td>
<td>$201,356</td>
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<td>$118,015</td>
<td>$121,555</td>
<td>$140,916</td>
<td>$163,360</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,520</td>
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<td>$3,734</td>
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<td>$3,962</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$531,375</td>
<td>$546,862</td>
<td>$562,804</td>
<td>$579,216</td>
<td>$596,110</td>
<td>$688,341</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$377,326</td>
<td>$380,014</td>
<td>$382,509</td>
<td>$385,105</td>
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### DEBT SERVICE

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<tr>
<th>Component</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>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$70,872</td>
<td>$73,560</td>
<td>$76,155</td>
<td>$78,651</td>
<td>$81,044</td>
<td>$91,188</td>
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<td>CUMULATIVE NET CASH FLOW</td>
<td>$70,872</td>
<td>$144,432</td>
<td>$220,587</td>
<td>$299,238</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.23</td>
<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.26</td>
<td>1.30</td>
<td>1.32</td>
</tr>
</tbody>
</table>

By signing below (we are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

[Signature, Authorized Representative, Construction or Permanent Lender]

BARRY.KRINSKY@CITI.COM  Phone: 61-347-3254  Email: BARRY.KRINSKY@CITI.COM

2/26/18

[Signature, Authorized Representative, Syndicator]

[Printed Name]  [Email]

[Date]
Describe the sources and uses 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 Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
<th>Permanent Period Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amortization Term (Yrs)</th>
<th>Term Syndication Rate</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>$0</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
<td></td>
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</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>$0</td>
<td>0.00%</td>
<td>0</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>$0</td>
<td>0.00%</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi Community Capital</td>
<td>Conventional Loan</td>
<td>$10,950,000</td>
<td>5.75%</td>
<td>1st</td>
<td>$4,350,000</td>
<td>6.25%</td>
<td>35</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td>$1,500,000</td>
<td>0.00%</td>
<td>-</td>
<td>$13,873,613</td>
<td>0.00%</td>
<td>30</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

**Third Party Equity**

- **Boston Capital**
  - Direct Loan Match: $1,500,000
  - HTC Direct Loan: $11,098,890
  - Conventional Loan Match: $13,873,613
  - Syndication Rate: 0.925

**Grant**

- None

**Deferred Developer Fee**

- **Saigebrook Development**
  - Direct Loan Match: $922,827

**Other**

- None

**Total Sources of Funds**: $22,048,890

**Total Uses of Funds**: $19,146,439

**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.

Construction financing will be provided by Citi Community Capital in the form of a construction loan. The amount of the construction loan will be $10,950,000 and will be interest-only at an interest rate of 5.75%. Citi Community Capital will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $4,350,000 at an interest rate of 6.25%. The conventional loan will be amortized over 35 years and carry a 15 year term. Boston Capital will be providing the equity for the project at a syndication rate of 0.925. The total equity contribution will $13,873,613 with 80% of the equity coming in during construction, or $11,098,890. It is currently estimated that $922,827 in developer fee will be deferred. The City of Weatherford will provide a local contribution of $500,000 in the form of fee waivers. The local funding is not included as a source since it has already been applied to permitting and related costs, reflected as a reduced cost on

Describe the replacement reserves:

Annual replacement reserves are estimate to be $300/unit. Operating reserves are being required in the amount of $418,914 and rent-up reserves are being required in the amount of $105,511.

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.
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: BARRY KRINSKY
Date: 2/26/18

Telephone: 561-347-3254
Email address: BARRY.KRINSKY@CITI.COM

If a revised form is submitted, date of submission: ____________________
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 26, 2018

Lisa Stephens
421 West 3rd
Ste. 1504
Austin, TX 78701

RE: Saigebrook Development, LLC
    The McFarland, Weatherford, TX

Dear Lisa:

Boston Capital ("BC") is pleased to submit an offer to purchase the federal low income housing tax credits which will be allocated to the above referenced property should the project be successful in receiving tax credits. The offer is subject to the terms and conditions outlined herein and changes in market conditions. Based on an annual LIHTC allocation of $1,500,000, at $.925 syndication rate the capital contributions to the limited partnership would total $13,873,613 payable as follows:

$2,774,723 (20%) upon the latest to occur of (i) tax credit reservation, (ii) closing of the construction financing, (iii) receipt of a commitment acceptable to BC for the permanent financing or (iv) admission of BC;

$8,324,168 (60%) upon the later to occur of (i) Completion or (ii) Cost Certification

$2,774,722 (20%) upon the latest to occur of (i) Initial 100% Occupancy, (ii) closing of the permanent loan, (iii) Rental Achievement or (iv) State Designation.

This offer is subject to the receipt and satisfactory review by BC, in its sole discretion, of the following documents. Upon review, BC will either issue a comprehensive syndication agreement for countersignature or withdraw this offer.

1. Project Description
2. Construction/Development Cost Breakdown & Operating Pro-Forma
3. Construction Schedule
4. Qualified Lease-Up Schedule
5. Tax Credit Reservation
6. Construction Loan Financing Proposal (Note, Loan Agreement, & Mortgage, if closed)
7. Permanent Loan Financing Proposal (Note, Loan Agreement, & Mortgage, if closed)
8. General Partner Resume
9. General Partner, Guarantor, and Affiliate current Financial Statements
10. Market Study

Please note that Boston Capital does not charge syndication fees, consulting fees, legal fees, or other costs so 100% of the aforementioned equity is invested in the Company.

It is anticipated that the development will have a first mortgage construction loan in the amount of $10,950,000 and a permanent loan in the amount of $4,350,000 from CitiBank with a construction period of 24 months, a term of 15 years, an amortization of 35 years, a construction interest rate of 5.75% and a permanent interest rate of 6.25%.

Reserves are to be included as follows: Operating Deficit Reserves of approximately 6 months of debt service and expenses $418,914 and a Lease up Reserve in the amount of $105,511.
Please feel free to call me at (617) 624-8867, if you have any questions. We very much look forward to the opportunity to assist you with this tax credit development and to hearing from you.

Sincerely,

Scott M. Arrighi
Vice President, Assistant Director, Acquisitions
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

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</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,520</td>
<td>$3,626</td>
<td>$3,734</td>
<td>$3,846</td>
<td>$3,962</td>
<td>$4,593</td>
<td>$5,324</td>
</tr>
<tr>
<td>Total Annual Expenses</td>
<td>$531,375</td>
<td>$546,862</td>
<td>$562,004</td>
<td>$579,216</td>
<td>$596,110</td>
<td>$688,341</td>
<td>$794,578</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$377,356</td>
<td>$380,014</td>
<td>$382,564</td>
<td>$385,105</td>
<td>$387,498</td>
<td>$397,642</td>
<td>$404,034</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>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Annual Net Cash Flow

<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>Annual Net Cash Flow</td>
<td>$70,872</td>
<td>$73,560</td>
<td>$76,155</td>
<td>$78,551</td>
<td>$81,044</td>
<td>$91,188</td>
<td>$97,580</td>
</tr>
<tr>
<td>Cumulative Net Cash Flow</td>
<td>$70,872</td>
<td>$144,432</td>
<td>$220,587</td>
<td>$299,238</td>
<td>$380,282</td>
<td>$571,380</td>
<td>$1,282,779</td>
</tr>
</tbody>
</table>

## Debt Coverage Ratio

<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>Debt Coverage Ratio</td>
<td>1.13</td>
<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.26</td>
<td>1.30</td>
<td>1.32</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 $11.96(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Loan

Signature, Authorized Representative, Syndicator

Phone: [Phone Number]

Email: [Email Address]

Date: [Date]

Printed Name: [Printed Name]

If a revised form is submitted, date of submission: [Date]
### Financing Narrative and Summary of Sources and Uses

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>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amort. - Term [Yrs]</td>
</tr>
</tbody>
</table>

#### Debt

<table>
<thead>
<tr>
<th>Financing Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td>Citi Community Capital Conventional Loan</td>
<td>$10,950,000</td>
<td>5.75%</td>
<td>1st</td>
</tr>
</tbody>
</table>

#### Third Party Equity

<table>
<thead>
<tr>
<th>Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boston Capital HTC</td>
</tr>
</tbody>
</table>

#### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Deferred Developer Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saigebrook Development</td>
</tr>
</tbody>
</table>

#### Other

<table>
<thead>
<tr>
<th>Direct Loan Match</th>
</tr>
</thead>
</table>

#### Total Sources of Funds

<table>
<thead>
<tr>
<th>Total Sources of Funds</th>
<th>$22,048,890</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Uses of Funds</td>
<td>$19,146,439</td>
</tr>
</tbody>
</table>

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

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

Construction financing will be provided by Citi Community Capital in the form of a construction loan. The amount of the construction loan will be $10,950,000 and will be interest-only at an interest rate of 5.75%. Citi Community Capital will also provide the permanent financing in the form of a conventional loan. The conventional loan will be in the amount of $4,350,000 at an interest rate of 6.25%. The conventional loan will be amortized over 35 years and carry a 15 year term. Boston Capital will be providing the equity for the project at a syndication rate of 0.925. The total equity contribution will $13,873,613 with 80% of the equity coming in during construction, or $11,098,890. It is currently estimated that $922,827 in developer fee will be deferred. The City of Weatherford will provide a local contribution of $500, in the form of fee waivers. The local funding is not included as a source since it has already been applied to permitting and related costs, reflected as a reduced cost on

Describe the replacement reserves:

Annual replacement reserves are estimate to be $300/unit. Operating reserves are being required in the amount of $418,914 and rent-up reserves are being required in the amount of $105,511.

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:|
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: (617) 624-8867

Email address: arrighi@bostoncapital.com

If a revised form is submitted, date of submission: ________
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
2018 HTC
Full Application

Part 5 Tab 36

Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:

   - **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab

   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: **100.00%**
     - Cash flow from operations: **100.00%**
     - Developer Fee: **60.00%**
     - **Total: 260.00%**

   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period. A detailed narrative describing how that material participation will be achieved is included.

   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry. Mark all that apply and provide a detailed narrative describing experience in each category:
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance

   - **Yes** No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   - **Yes** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** **2**

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   - **Yes** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - **Yes** A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

   - **Yes** No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.

   - **Yes** Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

   **Points Claimed:** **0**

   **Total Points Claimed:** **2**
2018 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Women's Business Council - Southwest (WBCS), we are pleased to inform you that your company is now certified as a HUB. 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 remain certified with the WBCS, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the WBCS 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 WBCS and/or the HUB Program to re-evaluate your company’s eligibility. Failure to remain certified with the WBCS, and/or failure to notify them of any changes affecting your company’s compliance with HUB eligibility requirements, may result in the revocation of your company’s certification.

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) that will provide you with additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1453062708300
File/Vendor Number: 475659
Approval Date: 11-JAN-2018
Scheduled Expiration Date: 27-FEB-2019

In accordance with the Memorandum of Agreement between the
Women's Business Council - Southwest (WBCS)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

SAIGEBROOK DEVELOPMENT, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 19-JAN-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business’ application for registration/certification into the WBCS’s program, you must immediately (within 30 days of such changes) notify the WBCS’s program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBCS’s program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16
2018 HTC Full Application

Part 5 Tab 36

NP or HUB Experience and Material Participation Statements
MATERIAL PARTICIPATION BY HUB

1. The principal of Saigebrook Development, Lisa Stephens, has more than 18 years housing experience and is qualified to be the HUB owner on this application. Please see the attached resume that documents expertise and recent experience. Ms. Stephens, has developed, financed and constructed or rehabilitated a considerable multi-family portfolio, in excess of 4,600 units.

2. On this application and other applications for this year, Saigebrook has thus far provided site assessment, reviewed preliminary engineering opinions, site cost analysis, developed architectural schematics, worked with local governments, compiled budgets and provided other essential input for the development plan.

3. In addition to extensive involvement during the application and construction phases for this development, Saigebrook will be involved in the development during lease-up, stabilization and ongoing operations throughout the compliance period.

4. Saigebrook will conduct at least quarterly monitoring visits throughout construction and lease-up, and at least semi-annual visits during operations. Monitoring and visits will include meetings with on-site property management, analysis of vacancies, rental rates and marketing programs; and evaluation of physical property conditions. Saigebrook has prior experience in asset management and construction management and has the ability to identify potential issues with resident retention and property performance.
LISA M. STEPHENS - Ms. Stephens is a 1996 graduate of the University of Florida, Fisher School of Accounting, and Owner/President of Saigebrook Development, LLC a WBE and HUB certified real estate development consulting firm focused on affordable housing development. Ms. Stephens is a certified LEED Green Associate, a member of the National Green Building Standards Advisory Group and has participated on various affordable housing boards and committees in both Texas and Florida.

During Ms. Stephens’ tenure in the affordable housing industry, she has secured and closed in excess of $600 million of federal, state and local competitive funds across the southeastern United States. She has structured creative financing strategies and negotiated transactions involving more than 4,800 units in multiple states.

In 2011 Ms. Stephens formed Saigebrook Development, LLC to provide real estate development consulting services to clients in the affordable housing industry in Texas. Saigebrook Development is a certified Women Owned Business by the Women’s Business Enterprise National Council as well as a State of Texas certified Historically Underutilized Business.

As a consultant, developer and owner in the affordable housing industry, Ms. Stephens is responsible for the day-to-day operations and management of all programmatic and development functions, as well as coordination of project team members. She has more than 15 years of experience in affordable, workforce and market rate housing including mixed finance and mixed income properties as well as partnerships with local municipalities, housing finance agencies and housing authorities. Having developed and financed a considerable portfolio, Ms. Stephens has significant knowledge of layered financing and utilization of 9% and 4% housing tax credits, local and state issued tax exempt bonds, credit enhancement programs, NSP, CDBG, HOME and many other soft financing opportunities.

Recent development experience includes the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Units</th>
<th>Affordable</th>
<th>Market Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kaia Pointe</td>
<td>Georgetown, TX</td>
<td>102</td>
<td>80</td>
<td>22</td>
</tr>
<tr>
<td>Stillhouse Flats</td>
<td>Harker Heights, TX</td>
<td>96</td>
<td>88</td>
<td>8</td>
</tr>
<tr>
<td>LaMadrid Apartments</td>
<td>Austin, TX</td>
<td>95</td>
<td>83</td>
<td>12</td>
</tr>
<tr>
<td>The Villages at Tarpon (rehab)</td>
<td>Tarpon Springs, FL</td>
<td>95</td>
<td>95</td>
<td>0</td>
</tr>
<tr>
<td>Tupelo Vue</td>
<td>Winter Haven, FL</td>
<td>70</td>
<td>70</td>
<td>0</td>
</tr>
<tr>
<td>Liberty Pass</td>
<td>Selma, TX</td>
<td>104</td>
<td>96</td>
<td>8</td>
</tr>
<tr>
<td>Barron’s Branch II</td>
<td>Waco, TX</td>
<td>76</td>
<td>76</td>
<td>0</td>
</tr>
<tr>
<td>Art at Bratton’s Edge</td>
<td>Austin, TX</td>
<td>76</td>
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<tr>
<td>Barron’s Branch I</td>
<td>Waco, TX</td>
<td>92</td>
<td>77</td>
<td>15</td>
</tr>
<tr>
<td>Saige Meadows</td>
<td>Tyler, TX</td>
<td>92</td>
<td>82</td>
<td>10</td>
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<td>Summit Parque</td>
<td>Dallas, TX</td>
<td>100</td>
<td>75</td>
<td>25</td>
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<tr>
<td>Amberwood</td>
<td>Longview, TX</td>
<td>78</td>
<td>68</td>
<td>10</td>
</tr>
<tr>
<td>Name</td>
<td>City, State</td>
<td>84</td>
<td>72</td>
<td>12</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------</td>
<td>----</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>La Ventana</td>
<td>Abilene, TX</td>
<td>84</td>
<td>72</td>
<td>12</td>
</tr>
<tr>
<td>Tylor Grand</td>
<td>Abilene, TX</td>
<td>120</td>
<td>120</td>
<td>0</td>
</tr>
<tr>
<td>Singing Oaks (Rehab)</td>
<td>Denton, TX</td>
<td>126</td>
<td>122</td>
<td>4</td>
</tr>
<tr>
<td>Pinnacle at North Chase</td>
<td>Tyler, TX</td>
<td>120</td>
<td>120</td>
<td>0</td>
</tr>
<tr>
<td>Live Oak Apts (Rehab)</td>
<td>Live Oak, FL</td>
<td>87</td>
<td>83</td>
<td>4</td>
</tr>
<tr>
<td>Pine Terrace Apts (Rehab)</td>
<td>Callahan, FL</td>
<td>63</td>
<td>63</td>
<td>0</td>
</tr>
<tr>
<td>Oak Ridge Estates</td>
<td>Tarpon Spgs, FL</td>
<td>63</td>
<td>63</td>
<td>0</td>
</tr>
<tr>
<td>Cypress Cove Apartments</td>
<td>Winter Haven, FL</td>
<td>80</td>
<td>80</td>
<td>0</td>
</tr>
<tr>
<td>Pinnacle at Mariner’s Village</td>
<td>Long Beach, MS</td>
<td>108</td>
<td>0</td>
<td>108</td>
</tr>
<tr>
<td>Pinnacle at Magnolia Pointe</td>
<td>McComb, MS</td>
<td>108</td>
<td>108</td>
<td>0</td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org 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 §10.204(13)(A) of the Uniform Multifamily Rules, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

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 date of submission!
The McFarland
ORGANIZATIONAL CHART

APPLICANT / OWNER

Applicant / Owner
The McFarland, LLC

Managing Member
Saigebrook McFarland, LLC
0.01%

Syndicator to be named
99.99% investor “LP” Member

Saigebrook Development, LLC
(A Texas HUB)
100%

Lisa Stephens
100%
The McFarland
ORGANIZATIONAL CHART

DEVELOPER

Saigebrook Development, LLC
(A Texas HUB)
60% Developer and Fee

Lisa Stephens
100%

O-SDA Industries, LLC
40% Developer and Fee

Megan Lasch
100%
List of Organizations and Principals
# 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 more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>The McFarland, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>421 West 3rd Street #1504</td>
</tr>
<tr>
<td>City:</td>
<td>Austin</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip:</td>
<td>78701</td>
</tr>
</tbody>
</table>

### Org. 1

**Organization Legal Name:** Saigebrook McFarland, LLC

<table>
<thead>
<tr>
<th>Name(s) of Entities the Organization Owns or Controls:</th>
<th>100 Development Owner</th>
</tr>
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<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>TBF</td>
</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
</tr>
</tbody>
</table>

| Phone: | (352) 213-8700 |
| Email: | lisa@saigebrook.com |

**Organization is identified on Org. Chart:** Yes

**Ability to exercise Control over the Development:** Yes

**List of Sub-Entities or Principals:**

1. **Saigebrook Development, LLC**
   - TDHCA Experience: Yes

2. **NA**
   - TDHCA Experience: NA

3. **TDHCA Experience:**

4. **TDHCA Experience:**

5. **TDHCA Experience:**

### Org. 1.1

**Organization Legal Name:** Saigebrook Development, LLC

<table>
<thead>
<tr>
<th>Name(s) of Entities the Organization Owns or Controls:</th>
<th>0.01% of The McFarland, LLC and 100% Guarantor</th>
</tr>
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<tbody>
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</tr>
<tr>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
</tr>
</tbody>
</table>

| Phone: | (352) 213-8700 |
| Email: | lisa@saigebrook.com |

**Organization is identified on Org. Chart:** Yes

**Ability to exercise Control over the Development:** Yes

**List of Sub-Entities or Principals:**

1. **Lisa M. Stephens**
   - TDHCA Experience: Yes

2. **NA**
   - TDHCA Experience: NA

3. **TDHCA Experience:**

4. **TDHCA Experience:**

5. **TDHCA Experience:**

### Org. dev

**Organization Legal Name:** O-SDA Industries, LLC

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<th>Name(s) of Entities the Organization Owns or Controls:</th>
<th>40% Co-Developer</th>
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<td>Date formed:</td>
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</tr>
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<td>Legal Org is or will be:</td>
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</tr>
</tbody>
</table>

| Phone: | 830-330-0762 |
| Email: | megan@o-nda.com |

**Organization is identified on Org. Chart:** No

**Ability to exercise Control over the Development:** No

**List of Sub-Entities or Principals:**

1. **Megan Lasch**
   - TDHCA Experience: Yes

2. **NA**
   - TDHCA Experience: NA

3. **TDHCA Experience:**

4. **TDHCA Experience:**

5. **TDHCA Experience:**

6. **TDHCA Experience:**
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<td>Legal Org is or will be:</td>
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<td>6. TDHCA Experience:</td>
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</tr>
</tbody>
</table>
2018 HTC Full Application

Part 5 Tab 39

Previous Participation
1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>13240</td>
<td>Summit Parque</td>
<td>Dallas</td>
<td>HTC</td>
<td>in 07/13</td>
<td>NA</td>
</tr>
<tr>
<td>13187</td>
<td>Barron's Branch</td>
<td>Waco</td>
<td>HTC</td>
<td>in 07/13</td>
<td>NA</td>
</tr>
<tr>
<td>14227</td>
<td>Liberty Pass</td>
<td>Selma</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
</tr>
<tr>
<td>11246</td>
<td>Tylor Grand</td>
<td>Abilene</td>
<td>HTC</td>
<td>in 03/15</td>
<td>NA</td>
</tr>
<tr>
<td>16188</td>
<td>Kaia Pointe</td>
<td>Georgetown</td>
<td>HTC</td>
<td>in 09/17</td>
<td>NA</td>
</tr>
<tr>
<td>17347</td>
<td>Alton Plaza</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17268</td>
<td>Edgewood Place</td>
<td>Longview</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17259</td>
<td>Mistletoe Station</td>
<td>Fort Worth</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
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<tr>
<td>17275</td>
<td>Aria Grand (developer fee only)</td>
<td>Austin</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
<th>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
<th>HOME:</th>
<th>CFDC</th>
<th>HBA</th>
<th>PWD</th>
<th>TBRA</th>
<th>HTF/OCI:</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
<th>Self-Help</th>
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<tbody>
<tr>
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</tr>
</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

[Table]

Person/Role:
O-SDA Industries, LLC
Megan Lasch

Email Address:
megan@o-sda.com

City & State of Home Addr:
Austin, TX

Applicant Legal Name:
The McFarland, LLC
Cambrian East Riverside, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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<tbody>
<tr>
<td>12065</td>
<td>La Ventana</td>
<td>Abilene</td>
<td>HTC</td>
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<td>Longview</td>
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<td>HTC</td>
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<tr>
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<td>Harker Heights</td>
<td>HTC</td>
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<td>HTC</td>
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<td>Alton Plaza (developer fee only)</td>
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<td>HTC</td>
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<td>HTC</td>
<td>in 07/17</td>
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<tr>
<td>17275</td>
<td>Aria Grand</td>
<td>Austin</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<td>ESG</td>
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<td>LIHEAP</td>
<td></td>
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<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
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<td>Self-Help</td>
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<td>Other:</td>
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</table>
2018 HTC
Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2018 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
2018 HTC
Full Application

Part 5 Tab 42

Development Team
The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

* If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saigebrook Development, LLC</td>
<td>Lisa Stephens</td>
<td>(352) 213-8700</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:lisa@saigebrook.com">lisa@saigebrook.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
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<td>45-3062708</td>
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- Email: TBD
- Certified Texas HUB?: Yes
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: Yes

### Housing General Contractor:

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<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
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- Email: TBD
- Certified Texas HUB?: TBD
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: TBD

### Infrastructure General Contractor:

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<tr>
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<tbody>
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- Email: TBD
- Certified Texas HUB?: TBD
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: TBD

### Cost Estimator:

<table>
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<tbody>
<tr>
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<td></td>
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<tr>
<td></td>
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- Email: TBD
- Certified Texas HUB?: Yes
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: Yes

### Architect:

<table>
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<th>Contact Name</th>
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<tr>
<td>Miller Slayton Architects</td>
<td>Paul Slayton</td>
<td>(352) 377-0505</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:pslayton@millerslayton.com">pslayton@millerslayton.com</a></td>
<td></td>
</tr>
<tr>
<td></td>
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<td>20-1755942</td>
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- Email: TBD
- Certified Texas HUB?: No
- This is a direct or indirect, financial, or other interest with Applicant or other team members*: No
### Engineer:

<table>
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<tr>
<th>Name</th>
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### Civil Engineer:

<table>
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<th>Name</th>
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<th>Email</th>
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<tbody>
<tr>
<td>Harrison Hudson</td>
<td>(512) 646-2237</td>
<td><a href="mailto:harrison.hudson@kimley-horn.com">harrison.hudson@kimley-horn.com</a></td>
<td>TBD</td>
<td>56-0885615</td>
</tr>
</tbody>
</table>

### Market Analyst:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>TBD</td>
<td><a href="mailto:amd@stic.net">amd@stic.net</a></td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

### Appraiser:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>TBD</td>
<td></td>
<td></td>
<td>TBD</td>
</tr>
</tbody>
</table>

### Attorney:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shutts &amp; Bowen, LLP</td>
<td>(305) 415-9083</td>
<td><a href="mailto:rcheng@shutts.com">rcheng@shutts.com</a></td>
<td>TBD</td>
<td>59-0447122</td>
</tr>
</tbody>
</table>

### Accountant:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tidwell Group</td>
<td>(512) 693-2180</td>
<td><a href="mailto:steve.leclere@tidwellgroup.com">steve.leclere@tidwellgroup.com</a></td>
<td>TBD</td>
<td>27-1490692</td>
</tr>
<tr>
<td><strong>Property Manager:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Accolade Property Management</strong></td>
<td><strong>Stephanie Baker</strong></td>
<td><strong>(214) 496-0600</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td><strong>Phone</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong><a href="mailto:sbaker@accoladepm.com">sbaker@accoladepm.com</a></strong></td>
<td><strong>TBD</strong></td>
<td><strong>04-3694643</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
<td><strong>Tax ID Number (TIN)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td><strong>No</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members?</strong></td>
<td><strong>No</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Originator of Underwriter:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Citi Community Capital</strong></td>
<td><strong>Mahesh Aiyer</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td><strong>Phone</strong></td>
</tr>
<tr>
<td><strong><a href="mailto:mahesh.aiyer@citi.com">mahesh.aiyer@citi.com</a></strong></td>
<td><strong>TBD</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td><strong>No</strong></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members?</strong></td>
<td><strong>No</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th></th>
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</thead>
<tbody>
<tr>
<td><strong>N/A</strong></td>
<td><strong>Contact Name</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members?</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Syndicator:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Boston Capital Corporation</strong></td>
<td><strong>Scott Arrighi</strong></td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
<td><strong>Phone</strong></td>
</tr>
<tr>
<td><strong><a href="mailto:sarrighi@bostoncapital.com">sarrighi@bostoncapital.com</a></strong></td>
<td><strong>TBD</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td><strong>No</strong></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members?</strong></td>
<td><strong>No</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Supportive Services Provider:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TBD</strong></td>
<td><strong>Contact Name</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
</tr>
<tr>
<td><strong>Certified Texas HUB?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>This is a direct or indirect, financial, or other interest with Applicant or other team members?</strong></td>
<td></td>
</tr>
<tr>
<td>Application Consultant</td>
<td>Contact Name</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>S. Anderson Consulting, LLC</td>
<td>Alyssa Carpenter</td>
</tr>
<tr>
<td>ESA Provider:</td>
<td></td>
</tr>
<tr>
<td>Terracon Consultants, Inc.</td>
<td>Jennifer Mabry</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
<tr>
<td>O-SDA Industries, LLC - Co-Developer</td>
<td>Megan Lasch</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
The McFarland
Development Team Member Relationships with Applicant

The Applicant, Developer, and Cost Estimator are related entities through a principal.
2018 HTC
Full Application

Part 5 Tab 43

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/ hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification.
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 C.F.R. 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 C.F.R. 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 C.F.R. Part 8, if the Development includes the New Construction or substantial rehabilitation of multifamily units (4 or more units per building), 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) have attached a statement describing how the requirements Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

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 §10.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 10.101(b)(8)(B) will be dispersed throughout the Development.
2018 Architect Certification

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: 

Signature

01.11.2018

Date

Paul Slayton

Printed Name

TX 21866

License Number and State

Miller-Slayton Architects, Inc.

Firm Name (If applicable)
Accessible Mobility Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>100</td>
<td>5%</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>1 Br</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2 Br</td>
<td>60</td>
<td>5%</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>3 Br</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>1.2</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>100</td>
<td></td>
<td>5%</td>
<td>5</td>
<td>5.2</td>
<td>5</td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"*

Example:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>82</td>
<td>5%</td>
<td>4.1</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>1.8</td>
</tr>
<tr>
<td>3/2 (1120sqft &amp; 14)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>0.2</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>68</td>
<td></td>
<td>5%</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: ____________________________
Signature

Date: 2/21/2018

Paul Slayton
Printed Name

Miller Slayton Architects, Inc.
Firm Name (If applicable)
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 10.101(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>100</td>
<td>2%</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1 Br</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2 Br</td>
<td>60</td>
<td>2%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td>3 Br</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
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<td>1</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>100</td>
<td>2%</td>
<td>2</td>
<td>3.2</td>
<td>3</td>
<td></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>0</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
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<tr>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: ___________________________ Paul Slayton ___________________________
Signature Printed Name

2/21/2018 Miller Slayton Architects, Inc.
Date Firm Name (If applicable)
Accessible Parking Calculation

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

Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.
When calculating additional spaces needed, use whichever yields the larger number of spaces.
If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.
If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.
- enter the total number of parking spaces
- enter the parking type and the number of spaces in each, starting with the surface lot (*see the example)
- make sure the totals match!

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>206</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>75</td>
<td>0.36407767</td>
</tr>
<tr>
<td>Carport</td>
<td>100</td>
<td>0.485436893</td>
</tr>
<tr>
<td>Detached Garage</td>
<td>31</td>
<td>0.150485437</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>206</td>
<td>100</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.
- chart above must be completed first

In C32, enter the total number of accessible spaces required
(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot
In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces</th>
<th>12</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td></td>
<td>4.36932</td>
<td>4</td>
</tr>
<tr>
<td>Carport</td>
<td></td>
<td>5.8252427</td>
<td>6</td>
</tr>
<tr>
<td>Detached Garage</td>
<td></td>
<td>1.8058252</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0</td>
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<td></td>
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<td>0</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>12</td>
<td>12</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th># Accessible Spaces</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td></td>
<td>10.6666667</td>
<td>10</td>
</tr>
<tr>
<td>Carports</td>
<td></td>
<td>3.5555556</td>
<td>4</td>
</tr>
<tr>
<td>Garages</td>
<td></td>
<td>1.7777778</td>
<td>2</td>
</tr>
<tr>
<td>Facility 4</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Facility 5</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>16</td>
<td>16</td>
</tr>
</tbody>
</table>

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 spot per accessible unit located on the closest route to the accessible unit. For every 5 or fraction of 5 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking spaces provided.

By: ____________________________
Paul Slayton
Printed Name

2/21/2018
Date

Miller Slayton Architects, Inc.
Firm Name (If applicable)
Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Application for experience and supporting documentation in accordance with §10.204(6)(A)(i) through (ix)
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(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(d)(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.

Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)

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 or Section 811 PRA-assisted units will be rehabilitated or constructed under one construction contract.
  The Section 811 PRA units and Direct Loan Units are not cumulative. For example, if a proposed development has ten Section 811 PRA units and ten Direct Loan-assisted units, Davis Bacon would not be triggered.
- Community Development Block Grant (CDBG) funds are being used to support the Development, which requires a lower number of units (8) be used as a threshold.

Applicants electing to participate in the Section 811 PRA Program either by committing an Existing Development to the Section 811 PRA Program or by committing a Proposed Development in this Application are encouraged to review §PRA.213 Davis Bacon Labor Standards in the Section 811 Program Guidelines, found on the TDHCA webpage at


Existing Developments where construction is fully complete before an application for a Proposed Development is submitted to the Department to receive assistance under the 811 PRA program are not subject to Davis-Bacon or Contract Work Hours and Safety Standards Act requirements.

Affirmative Marketing Plan (Direct Loan Applications Only)

Complete and submit HUD’s Affirmative Marketing Plan form (Form 935.2 or successors). This form may be found on the Department’s website at

[http://www.tdhca.state.tx.us/home-division/mf-home/index.htm](http://www.tdhca.state.tx.us/home-division/mf-home/index.htm)

The Affirmative Marketing Plan must comply with the Affirmative Marketing requirements in the Compliance Rules.

HUD approval is not necessary unless the property receives project-based Section 8 assistance.
2018 HTC
Full Application

Part 5 Tab 44

Experience Certificate
Ms. Lisa M. Stephens

c/o Alyssa Carpenter
1305 East 6th Street, Suite 12
Austin, Texas 78702

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Ms. Stephens:

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
2018 HTC
Full Application

Part 5 Tab 44

Multifamily Direct Loan
Affirmative Marketing Plan

NA
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>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The McFarland, LLC</td>
<td>No</td>
</tr>
<tr>
<td>2. Saigebrook McFarland, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Saigebrook Development, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Lisa M. Stephens</td>
<td>Yes</td>
</tr>
<tr>
<td>5. O-SDA Industries, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Megan Lasch</td>
<td>Yes</td>
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<td>7.</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 I b. above.

By: [Signature of Applicant]  
Date: 2-27-18  
Its: [President]
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:  
Saigebrook Development, LLC

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<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>Canova Palms</td>
<td>3</td>
<td>Irving</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Oliver Commons</td>
<td>3</td>
<td>Irving</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>The McFarland</td>
<td>3</td>
<td>Weatherford</td>
<td>100.00%</td>
<td>60.00%</td>
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</tbody>
</table>

I acknowledge that [Lisa M. Stephens] 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)]

Saigebrook Development, LLC
Printed Name

Date: 2-27-18
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: Lisa M. Stephens

Which is: 

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Lisa M. Stephens

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Printed Name

Date 2-27-18
# 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: 

<table>
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<td>40.00%</td>
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<tr>
<td>Cambrian East Riverside</td>
<td>7</td>
<td>Austin</td>
<td>0.00%</td>
<td>50.00%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

Signed: 

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Date: 2-19-18
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: Megan Losch

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

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I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that the information and these statements are true, complete, and accurate:

By: Megan Losch

Printed Name

2-19-18 Date
<table>
<thead>
<tr>
<th>TDHCA#: 18309</th>
</tr>
</thead>
</table>

### 1. Local Government Support - §11.9(d)(1)

- **Resolution(s) of either “no objection” or “support” is included behind this tab.**
  - **Note that resolutions are due March 1, 2018**

### 2. Community Support from State Representative - §11.9(d)(5)

- **Letter of either “support” or “opposition” is included behind this tab.**
  - **Note that letters are due March 1, 2018**

### 3. Input from Community Organizations - §11.9(d)(6)

- **Applicant has included one or more letters of support or opposition behind this tab.**

List information for each of the letters below:

<table>
<thead>
<tr>
<th>A. Freedom House</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of Community Organization</strong></td>
</tr>
<tr>
<td>Catherine A. Tietjen</td>
</tr>
<tr>
<td><strong>Contact Name</strong></td>
</tr>
<tr>
<td>[Support]</td>
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</table>

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<tr>
<th>B. United Way of Parker County</th>
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<tbody>
<tr>
<td><strong>Name of Community Organization</strong></td>
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<tr>
<td>Angie Knaupp</td>
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<tr>
<td><strong>Contact Name</strong></td>
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<td>[Support]</td>
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<th>C. Texas Neighborhood Services</th>
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<tr>
<td><strong>Name of Community Organization</strong></td>
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<tr>
<td>Bradley S. Manning</td>
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<td><strong>Contact Name</strong></td>
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<th>D. Tarrant County Homeless Coalition</th>
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<tr>
<td><strong>Name of Community Organization</strong></td>
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<tr>
<td>Tammy McGhee</td>
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<td><strong>Contact Name</strong></td>
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2018 HTC
Full Application

Part 7 Tab 46

Local Government Support
and
Support from State Representative
2018 HTC
Full Application

Part 7 Tab 46

Input from Community Organizations
January 08, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE: The McFarland

Mesa Parque

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Applications for two proposed work force housing developments;

- “The McFarland,” TDHCA Application #TBD, to be located on College Park Dr., between S. Main Street and Martin Drive, Weatherford, TX., Parker County.
- “Mesa Parque,” TDHCA Application #TBD, to be located on the South side of Ric Williamson Memorial Highway, just West of N. Main St., Weatherford, TX., Parker County.

Freedom House is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose of the overall betterment of the community. Our mission is serving those in need in Parker County, TX. We believe that there is a need for housing that is affordable to citizens of modest means in Weatherford and these developments will help meet that need. This is why we have a Transitional Housing Program and these developments will assist in achieving our goals.

Sincerely,

Catherine A. Tietjen
Executive Director
FREEDOM HOUSE
PO BOX 1626
WEATHERFORD, TX 76086-7626

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 09-11-1995
- Sales and use tax, as of 09-11-1995
  (Provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17526106467

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (86-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State’s Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State’s Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
24 Hour Hotline 817-596-8922

Contact

Catherine A. Teitjen
Executive Director

Email:
citetjen@freedomhousepc.org

Office:
817-596-7543

Hotline:
817-596-8922

Address:
1149 Fort Worth Hwy
Weatherford, TX 76086

Mailing Address:
P.O. Box 1626
Weatherford, TX 76086

Copyright © 2011 Freedom House of Parker County -- 817-596-7543 or 24 hour hotline 817-596-8922
Adult & Child Services

If you have survived a sexual assault or a victim of family violence and are ready to begin the healing process, Freedom House offers many services to support you along the way.

- 24 Hour Hotline 817-596-8922
- Shelter
- Office Hours 8a-5p, M-F 817-596-7543
- Crisis Counseling
- Hospital Accompaniment
- Law Enforcement Accompaniment
- Court Accompaniment
- Legal Advocacy
- Protective Orders
- Transportation
- Child Advocacy
- Education: Individual, Group, Play Therapy
- Crime Victims' Compensation Assistance
- Information and Inspiration
- Community Referrals
- Crisis Intervention: Accompaniment
- Support
- Community Education: Transportation and Child Care: Special Events

- Prevention

The Primary Prevention Program has many new and exciting programs to offer to a variety of ages, professions and community organizations. Each of our programs can be tailored to meet your individual needs. If you would like to schedule an educational program or have any questions please contact us and ask for the Primary Prevention Program at: 817-596-7543

One's life has value so long as one attributes value to the lives of others by means of love, friendship, indignation, and compassion.
-Simone De Beauvoir

Copyright © 2011 Freedom House of Parker County -- 817-596-7543 or 24 hour hotline 817-596-8922
February 22, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE: The McFarland Apartments, TDHCA App#18309

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Application for a proposed work force housing development;

- "The McFarland Apartments," TDHCA Application #18309, to be located on College Park Dr., S side of College Park Dr, E of S Main St, Weatherford, TX, Parker County.

United Way of Parker County is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose of the overall betterment of the community. Our mission is serving those in need in Parker County, TX. We believe that there is a need for housing that is affordable to citizens of modest means in Weatherford, TX and this developments will help meet that need.

Sincerely,

Angie Knaupp
Executive Director, United Way of Parker County

LIVE UNITED!

P.O. Box 1476 • Weatherford, Texas 76086 • 817-596-5986
www.unitedwayofparkercounty.org
UNITED WAY OF PARKER COUNTY  
PO BOX 1476  
WEATHERFORD, TX 76086-1476

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 12-23-1999
- Sales and use tax, as of 12-23-1999  
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17528679214

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.org@txs.state.tx.us, or call us at (800) 252-5555.
Please Join US

Special Thanks to our Presenting Sponsor:
Texas Health Neighborhood Care & Wellness
Willow Park

United Way of Parker County

Articles

GIVE

giving a little can go a long way...Support United Way of Parker County today by donating one time, on a recurring basis or on a leadership level.

GIVE Today!

ADVOCATE

Lead your voice to champion the cause! Get informed and speak up for something you care about in your community.

Learn More

VOLUNTEER

give time to change lives. sign up today to learn more about volunteer opportunities.

Volunteer Today!
Our Partners

How do you...LIVE UNITED?

Community Investment Partners

Education & Youth
- Camp Hope, Center of Hope
- Hope for Children, CASA
- Child Protective Services Board
- Counseling Services, Lena Pope Home
- W.L.I. Challenger Division, Weatherford Little League

Income & Crisis
- Education & Career Development, Center of Hope
- Utility Assistance, Manna
- Food Assistance, Manna
- Freedom from Violence, Freedom House

Health & Wellness
- Kingdom Smiles, Center of Hope
- Cancer Crisis Fund, Cancer Care Services
- Rider Scholarships, Stars & Strides Stables
- Prescriptions, Manna

Seniors
- Parker County Committee on Aging: Meals on Wheels, Preventative Health Program, Transportation Program
February 26, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE: The McFarland Apartments, TDHCA App#18309

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Application for a proposed work force housing development;

- “The McFarland Apartments,” TDHCA Application #18309, to be located on College Park Dr., S side of College Park Dr, E of S Main St, Weatherford, TX, Parker County.

Texas Neighborhood Services is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose of the overall betterment of the community. Our mission is serving those in need in Parker County, TX. We believe that there is a need for housing that is affordable to citizens of modest means in Weatherford, TX and this developments will help meet that need.

Sincerely,

Bradley S. Manning
Executive Director

www.txns.org
February 27, 2018

TENAS NEIGHBORHOOD SERVICES
PO BOX 1539
WEATHERFORD, TX 76086-7539

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 08-16-1965
- Sales and use tax, as of 08-29-1977
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17512249784

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Texas Neighborhood

Search Donate

- Skip Navigation
- contact us
- Locations

In This Section

- Our Mission
- Our History
- Message from Executive Director

More Info

- Gallery
About Us

Texas Neighborhood Services is a non-profit organization formed in 1965, to seek out, identify, and aid in the elimination of the causes of poverty within the communities served; help people prepare for, find and retain long term employment, and match employers with a quality, job-ready workforce.

TNS executes this mission to make the entire community more responsive to the needs and interests of its citizens. This is accomplished by mobilizing available resources and bringing about a greater institutional sensitivity to the individuals being helped while at the same time developing a system of priorities among projects, activities, and areas, as needed, for the most effective and efficient use of resources.

TNS serves more than 1165 low-income children, their families, individuals, pregnant moms at in nine counties. Erath, Hood, Jack, Johnson, Navarro, Palo Pinto, Parker, Somervell, and Wise.

Texas Neighborhood Services

522 Palo Pinto Street
Weatherford, TX 76086
Services

“Helping People. Changing Lives.” Whether it’s a Head Start/Early Head Start program, training, housing, energy assistance, financial education, or any of the other distinct service, TNS works to close the “Achievement Gap” and enable low-income citizens in the areas we serve to achieve economic security, make communities a better place to live.

Since 1965, TNS has worked to carry out our vision (“A world with social and economic well-being for all…”) by guiding services to address the achievement gap and other social and economic issues in order to achieve a higher impact of community sustainability. With over 300 staff working across 9 Counties, we strengthen families, and are helping to grow healthy diverse leaders for the future. We influence the dialogue about policies, emerging educational practices, and other resources needed to create social and economic well-being for all. We collaborate and partnership, linking fields, and strengthening networks to accomplish more by working together with others.

In pursuit of social and economic well-being for all, TNS applies the following layered framework of comprehensive services to achieve our organization’s vision:

- **Children Services**
- **Community Services**

Texas Neighborhood Services

522 Palo Pinto Street
Weatherford, TX 76086

- **Privacy Policy**
- **Staff Login**
- **Site Map**

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March 1, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE: The McFarland Apartments, TDHCA App#18309

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Application for a proposed work force housing development;

- “The McFarland Apartments,” TDHCA Application #18309, to be located on College Park Dr., S side of College Park Dr, E of S Main St, Weatherford, TX, Parker County.

Tarrant County Homeless Coalition is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located with a primary purpose of the overall betterment of the community. Our mission is serving those in need in Parker County, TX. We believe that there is a need for housing that is affordable to citizens of modest means in Weatherford, TX and this development will help meet that need.

Sincerely,

Tammy McGhee
Executive Director
Tarrant County Homeless Coalition
March 01, 2018

TARRANT COUNTY HOMELESS COALITION
1201 E 13TH ST
FORT WORTH, TX 76102-5764

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 05-25-1990
Sales and use tax, as of 05-25-1990
   (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17523316432

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

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For information concerning sales taxpayer permit status, please use the vendor search we provide online.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Our Mission

TCHC leads, coordinates and develops strategies and resources to end homelessness.

TCHC serves as the HUD recognized lead agency for the Fort Worth/Arlington/Tarrant County Continuum of Care (CoC)TX 601 responsible for the operations of the CoC pursuant to the Code of Federal Regulations 24 CFR part 578.1. The geographical area covered by the CoC is Tarrant and Parker County. TCHC is appointed by the Continuum of Care Board to serve as the Collaborative Applicant for the CoC Program Grant. TCHC is also the HMIS Administrator for the CoC.
The Tarrant County Homeless Coalition (TCHC) is a not-for-profit, 501c(3) organization formed in 1989. TCHC leads, coordinates and develops strategies and resources to end homelessness. TCHC plans, funds and administers programs that assist homeless individuals and families in their transition from homelessness to housing. TCHC is the lead agency in the HUD-funded Fort Worth/Arlington/Tarrant County Continuum of Care for programs providing shelter, housing and services to homeless persons.

This coordination is called the Continuum of Care (CoC). The CoC planning process creates a strategic system of care to provide homeless people with housing and services appropriate to their needs.

TCHC Strategic Functions for the Community:

- Provide professional development for case managers/social workers
- Set standards for best practices among homeless service providers
- Expand services and opportunities to the homeless
- Implement performance measurement systems to evaluate existing programs
- Increase housing stability in permanent and transitional housing
- Maintain and provide official counts, data, and information on the homeless
TCHC Services - TCHC - Tarrant County Homeless Coalition

TCHC is the Lead Agency and Collaborative Applicant for the Fort Worth / Arlington / Tarrant County Continuum of Care TX 601. TCHC is a 501 (c)3 nonprofit organization.

Mission
Lead, coordinate and develop strategies and resources to end homelessness.

Office
Fort Worth Housing Solutions – South Entry
1201 E. 13th Street
Fort Worth, TX 76102

Mailing Address
PO Box 471638
Fort Worth, TX 76147-1406

Phone: 817-509-3635
Email: tchc@ahomewithhope.org

2015 Form 990
2018 HTC
Full Application

Part 6 Tab 47

Third Party Reports
### Required Third Party Reports

Be advised that all third party reports will be posted on the Department's website along with the Application.

Complete the information below as applicable [§10.205].

<table>
<thead>
<tr>
<th></th>
<th>Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Prepared by: Terracon Consultants, Inc.</td>
</tr>
<tr>
<td></td>
<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>
</tr>
<tr>
<td></td>
<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>
</tr>
<tr>
<td></td>
<td>☐ Development is funded by USDA and is not required to supply an ESA.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th></th>
<th>Environmental Clearance (Section 811 PRA and Direct Loan applications only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>All Applications selecting Points for Section 811 PRA Program participation under the Competitive Housing Tax Credit program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.</td>
</tr>
<tr>
<td></td>
<td>Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.</td>
</tr>
<tr>
<td></td>
<td>✔ Applicant has submitted an environmental packet to TDHCA and determination is pending.</td>
</tr>
<tr>
<td></td>
<td>✔ Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.</td>
</tr>
<tr>
<td></td>
<td>☐ MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.</td>
</tr>
<tr>
<td></td>
<td>Documentation of HUD Environmental Clearance is included behind this tab.</td>
</tr>
<tr>
<td></td>
<td>☐ Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
</tr>
<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.</td>
</tr>
<tr>
<td></td>
<td><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>
<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>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Primary Market Area Map</th>
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<tbody>
<tr>
<td>3.</td>
<td>Prepared by: Apartment Market Data, LLC</td>
</tr>
<tr>
<td></td>
<td>✔ Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
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</table>

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<th>Property Condition Assessment (PCA)</th>
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<td>4.</td>
<td>Prepared by: N/A</td>
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<th>Appraisal</th>
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<td>5.</td>
<td>Prepared by: N/A</td>
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<th>Site Design and Development Feasibility Report</th>
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<tr>
<td>6.</td>
<td>Prepared by:</td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 6 Tab 47

ESA Statement
The McFarland
Additional ESA Certification

Per the ESA prepared for The McFarland, The McFarland, LLC certifies that it will comply with any and all recommendations made by the ESA provider.

____________________________________
Lisa M. Stephens

2-27-18
Date
2018 HTC
Full Application

Part 6 Tab 47

Market Study Map and Definition
The McFarland
South side of College Park Drive, East of Main Street    Weatherford, Texas

Legend
- Site
- Custom Boundary
- Census Tracts
- County Boundaries
- State Boundaries

Site Coordinates
Longitude/X: -97.791500
Latitude/Y: 32.737700

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Development: The McFarland
Target Population: General

Site Location: S. of College Park Dr, E. of Main Street
City: Weatherford
County: Parker

Site Coordinates: Longitude -97.79152  Latitude 32.73711 (decimal degree format)

Primary Market Area (PMA) page 32
231.84 Square Miles

CENSUS TRACTS

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</table>
2018 HTC
Full Application

Part 8

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application.pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf