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: Oliver Commons

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.

By: Lisa M. Stephens

Signature of Authorized Representative

Printed Name

President

Date

23 day of Jan, 2018

Sworn to and subscribed before me on the day of

by (Personalized Seal)

Notary Public Signature

Notary Public, State of

County of

My Commission Expires:

Date

1/21/18
Board Meeting Date: | 75 Day Deadline:
---|---
January 18, 2018 | November 3, 2017
February 22, 2018 | December 8, 2017
March 22, 2018 | January 5, 2018
April 26, 2018 | February 9, 2018
May 24, 2018 | March 9, 2018
June 28, 2018 | April 13, 2018
July 12, 2018 | April 27, 2018
July 26, 2018 | May 11, 2018
September 6, 2018 | June 22, 2018
October 11, 2018 | July 27, 2018
November 8, 2018 | August 24, 2018
December 6, 2018 | September 21, 2018

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 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 Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

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

All Applications proposing Rehabilitation (including Reconstruction) 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.

*Development is located within 500 feet of Railroad, but Railroad is commuter rail and quiet zone

____ 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;
2018 Development Owner Certification, Acknowledgement and Consent

_____ 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.
By: [Signature]

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 23 day of January 18

(Seal)

Notary Public Signature
2018 Development Owner Certification, Acknowledgement and Consent

By: __________________________

Signature

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 M. 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

Notary Public Signature
Oliver Crossing
Proximity to Railroad Track

Pursuant to Section 10.101(a)(2) Undesirable Site Features of the Uniform Multifamily Rules, “Development Sites within the applicable distance of any of the undesirable features identified in subparagraphs (A) - (K) of this paragraph will be considered ineligible unless it is determined by the Board that information regarding mitigation of the applicable undesirable site feature(s) is sufficient and supports Site eligibility.”

Subparagraph (E) states as follows:

(E) Development Sites located within 500 feet of active railroad tracks, measured from the closest rail to the boundary of the Development Site, unless the Applicant provides evidence that the city/community has adopted a Railroad Quiet Zone or the railroad in question is commuter or light rail;

Oliver Commons is located across the street within 500 feet of active railroad tracks owned by DART and operated by Trinity Railway Express (TRE) for commuter rail. The tracks near the Development Site are raised with no crossings at grade. Crossings at grade nearest to the Development Site have been designated as quiet zones. See attached documentation.

Per the Rules, because the city/community has adopted a Railroad Quiet Zone and additionally the railroad is commuter rail, the Site is not ineligible.
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**Quiet Zone FRAWeb Report**

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### Quiet Zone FRAWeb Report

**Report Date:** 9/14/2016

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DART News Release

Media Relations Contact:
Morgan Lyons, DART
Laurie M. Kunke, City of Irving

March 9, 2009

First Train To Cross New Trinity Railway Express Bridge On March 9

At approximately 5:34 a.m. March 9, Trinity Railway Express (TRE) passenger train No. 2900 will leave the West Irving Station heading for Dallas and will be the first revenue service train to cross a new bridge on the TRE corridor.

This 8,236-foot bridge represents the completion of the first phase of a project that eliminates railroad crossings at Belt Line, Briery and Story Roads and also will result in quiet zone treatment at Irby Lane, Rogers Road and MacArthur Road. Implementation of the quiet zones at these crossings is scheduled to be effective by the end of April.

At the completion of the project, Gilbert Road also will be quiet zoned. A grade crossing is eligible for consideration as a quiet zone through the installation of quad-gates — four gates that block the entire width of the road — or the use of a raised median to keep motorists from driving around the gates once they have closed. In addition to creating a quieter environment, the infrastructure that is installed also provides increased safety to train crews and passengers, as well as motorists.

The project will improve the quality of life for Irving residents and businesses near the TRE corridor and the rail line between Irving and Carrollton by eliminating the requirement to blow horns at grade crossings, except in an emergency. The four crossings that will be quiet zoned as part of this project joins quiet zones already in place in the city at Wildwood Drive, Irving Heights Boulevard, Nursery Road and Britain Road on the TRE corridor, as well as Britain Road, Union Bower Road and Pioneer Drive on the rail corridor between Irving and Carrollton.

A second bridge, duplicating the new bridge, will be completed by December 2010 and will result in a double track corridor between the West Irving Station and Rogers Road. A separate project that is currently under design by DART will run from the West Irving Station across Valley View Lane to the Dallas/Tarrant County line and connect there with an existing track that serves the CentrePort/DFW Airport Station on the TRE. This project also is scheduled to be completed by the fall of 2010. The completion of these projects will allow for safer and more reliable TRE passenger service.
The $70 million Belt Line Grade Separation project is funded by a variety of sources, including local bond funds, Dallas Area Rapid Transit, Texas Department of Transportation and the Federal Transit Administration.

-- 30 --
### U. S. DOT CROSSING INVENTORY FORM

**DEPARTMENT OF TRANSPORTATION**  
**FEDERAL RAILROAD ADMINISTRATION**  
OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

<table>
<thead>
<tr>
<th>A. Revision Date</th>
<th>B. Reporting Agency</th>
<th>C. Reason for Update (Select only one)</th>
<th>D. DOT Crossing Inventory Number</th>
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<td>Railroad ☑ Transit ☐</td>
<td>☑ Change in ☐ New ☐ Closed ☐ No Train Traffic ☐ Quiet Zone Update ☐ No Train Traffic ☐ Quiet Zone Update ☐</td>
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#### Part I: Location and Classification Information

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<th>3. County</th>
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<tr>
<td>TRINITY RAILWAY EXPRESS [TRE]</td>
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<td>DALLAS</td>
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<thead>
<tr>
<th>4. City / Municipality</th>
<th>5. Street/Road Name &amp; Block Number</th>
<th>6. Highway Type &amp; No.</th>
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<td>In</td>
<td>IHBY LN</td>
<td>ST 0000</td>
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<table>
<thead>
<tr>
<th>7. Do Other Railroads Operate a Separate Track at Crossing?</th>
<th>8. Do Other Railroads Operate Over Your Track at Crossing?</th>
</tr>
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<tbody>
<tr>
<td>☐ Yes ☑ No</td>
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<table>
<thead>
<tr>
<th>9. Railroad Division or Region</th>
<th>10. Railroad Subdivision or District</th>
<th>11. Branch or Line Name</th>
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<th>15. Parent RR</th>
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<td>☐ No</td>
<td>☑ Freight</td>
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<td>RR Under</td>
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<td>Intercity Passenger</td>
<td>☐ Shared Use Transit</td>
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<td>RR Over</td>
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<td>Commuter</td>
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<tr>
<th>23. Type of Land Use</th>
<th>24. Is there an Adjacent Crossing with a Separate Number?</th>
<th>25. Quiet Zone</th>
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<td>Actual ☑ Estimated</td>
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<th>30. A. Railroad Use</th>
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| 30. B. Railroad Use | 31. B. State Use |

| 30. C. Railroad Use | 31. C. State Use |

| 30. D. Railroad Use | 31. D. State Use |

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**Part II: Railroad Information**

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<td>(51)</td>
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<td>1.B. Total Night Trains (6 PM to 6 AM)</td>
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<td>1.C. Total Switching Trains</td>
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<td>1.D. Total Transit Trains</td>
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<td>1.E. Check if Less Than One Movement Per Day</td>
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<thead>
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<th>3. Speed of Train at Crossing</th>
<th>4. Type and Count of Tracks</th>
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<th>3.A. Maximum Timetable Speed (mph)</th>
<th>5. Train Detection (Main Track only)</th>
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<td>79</td>
<td>☑ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other ☐ None</td>
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<td>☑ Yes ☐ No</td>
<td>☑ Yes ☐ No</td>
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**Instructions for the initial reporting of the following types of new or previously unreported crossings:** For public highway-rail grade crossings, complete the entire inventory form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.
### U. S. DOT CROSSING INVENTORY FORM

#### Part III: Highway or Pathway Traffic Control Device Information

**1. Are there Signs or Signals?**
- Yes
- No

**2. Types of Passive Traffic Control Devices associated with the Crossing**

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<td>2.B. STOP Signs (RI-1) (count)</td>
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<tr>
<td>W10-4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>W10-11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>W10-12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.E. Low Ground Clearance Sign (W10-S)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes (count)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)**

<table>
<thead>
<tr>
<th>Device Type</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.A. Gate Arms (count)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.B. Gate Configuration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roadway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pedestrian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.C. Cantilevered (or Bridged) Flashing Light</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structures (count)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over Traffic Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not Over Traffic Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.D. Mast Mounted Flashing Lights (count of masts)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incandescent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.E. Total Count of Flashing Light Pairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.F. Installation Date of Current</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Active Warning Devices: (MM/YYYY)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.G. Wayside Horn</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installed on (MM/YYYY)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.H. Highway Traffic Signals Controlling Crossing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.I. Bells (count)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.J. Non-Train Active Warning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flagging/Flagman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.K. Other Flashing Lights or Warning Devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Count_0_</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specify type</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**4. Does nearby Hwy Intersection have Traffic Signals?**
- Yes
- No

**5. Is Nearby Highway Signal Interconnection?**
- Yes
- No

**6. Is Nearby Highway Signal Preemption?**
- Yes
- No

**7. Highway Traffic Pre-Signals**
- Yes
- No

**8. Highway Traffic Signals Controlling Crossing**
- Yes
- No

**9. Highway Monitoring Devices**
- Yes
- No

**10. Is Commercial Power Available?**
- Yes
- No

### Part IV: Physical Characteristics

**1. Traffic Lanes Crossing Railroad**
- One-way Traffic
- Two-way Traffic
- Divided Traffic

**2. Is Roadway/Pathway Paved?**
- Yes
- No

**3. Does Track Run Down a Street?**
- Yes
- No

**4. Is Crossing Illuminated?**
- Street lights within approx. 50 feet from nearest rail
- Yes
- No

**5. Is Crossing Surface (on Main Track, multiple types allowed)?**
- Installation Date (MM/YYYY)
- Width
- Length

**6. Is a Railroad Crossing?**
- Yes
- No

**7. Smallest Crossing Angle**
- 0° - 29°
- 30° - 59°
- 60° - 90°

**8. Is Commercial Power Available?**
- Yes
- No

### Part V: Public Highway Information

**1. Highway System**
- (01) Interstate Highway System
- (02) Other Nat Hwy System (NHS)
- (03) Federal Aid, Not NHS
- (08) Non-Federal Aid

**2. Functional Classification of Road at Crossing**
- (0) Rural
- (1) Urban

**3. Is Crossing on State Highway System?**
- Yes
- No

**4. Highway Speed Limit**
- 30 MPH
- Posted
- Statutory

**5. Linear Referencing System (LRS Route ID)***
- LRS Route ID

**6. LRS Milepost***

**7. Annual Average Daily Traffic (AADT)**
- Year 2013
- AADT 004000

**8. Estimated Percent Trucks**
- %

**9. Regularly Used by School Buses?**
- Yes
- No

**10. Emergency Services Route**
- Yes
- No

### Submission Information

*This information is used for administrative purposes and is not available on the public website.*

Submitted by: ____________________________  Organization: ____________________________  Phone: ____________________________  Date: ____________________________
Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk * denotes an optional field.

### Part I: Location and Classification Information

<table>
<thead>
<tr>
<th>A. Revision Date (MM/DD/YYYY)</th>
<th>B. Reporting Agency</th>
<th>C. Reason for Update (Select only one)</th>
<th>D. DOT Crossing Inventory Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/09/2016</td>
<td>Railroad</td>
<td>Change in Data</td>
<td>597735H</td>
</tr>
<tr>
<td></td>
<td>State Other</td>
<td>Re-Open Date</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Closed Change</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>No Train Traffic</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Quiet Zone Update</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Admin. Correction</td>
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</tbody>
</table>

### Part II: Railroad Information

<table>
<thead>
<tr>
<th>1. Estimated Number of Daily Train Movements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.A. Total Day Thru Trains (5 AM to 6 PM)</td>
</tr>
<tr>
<td>1.B. Total Night Thru Trains (6 PM to 6 AM)</td>
</tr>
<tr>
<td>1.C. Total Switching Trains</td>
</tr>
<tr>
<td>1.D. Total Transit Trains</td>
</tr>
<tr>
<td>1.E. Check if Less Than One Movement Per Day</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>2. Year of Train Count Data (YYYY)</th>
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</thead>
<tbody>
<tr>
<td>2016</td>
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</table>

<table>
<thead>
<tr>
<th>3. Speed of Train at Crossing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.A. Maximum Timetable Speed (mph)</td>
</tr>
<tr>
<td>3.B. Typical Speed Range Over Crossing (mph) From 79 to 79</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Type and Count of Tracks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main 2 Siding 0 Yard 0 Transit 0 Industry 0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Train Detection (Main Track only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constant Warning Time Motion Detection AFO PTC DC Other None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes No</td>
<td>Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7.B. Remote Health Monitoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes No</td>
</tr>
</tbody>
</table>
## Part III: Highway or Pathway Traffic Control Device Information

<table>
<thead>
<tr>
<th>1. Are there Signs or Signals?</th>
<th>2. Types of Passive Traffic Control Devices associated with the Crossing</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Yes ☐ No</td>
<td>2.A. Crossbucks (count) 2.B. STOP Signs (R1-1) (count) 2.C. YIELD Signs (R1-2) (count) 2.D. Advance Warning Signs (Check all that apply; Include count)</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
<td>☐ W10-1 ☐ W10-2 ☐ W10-3 ☐ W10-4 ☐ W10-5-11</td>
</tr>
<tr>
<td>☑ Yes (count) ☐ No</td>
<td>☐ Stop Lines ☐ Dynamic Envelope ☐ All Approaches ☐ Median ☐ One Approach ☐ None</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
<td>☐ W9-1 ☐ W9-2 ☐ W9-3</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
<td>☐ RR Xing Symbols ☐ One ☐ None</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
<td>2.J. Other MUTCD Signs 2.K. Private Crossing Signs (If private) 2.L. LED Enhanced Signs (List types)</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

## Part IV: Physical Characteristics

<table>
<thead>
<tr>
<th>Part IV: Physical Characteristics</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Other MUTCD Signs</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>3.J. Non-Train Active Warning</td>
</tr>
<tr>
<td>☐ Flagging/Flagman ☐ Manually Operated Signals ☐ Watchman ☐ Floodlighting ☐ None</td>
</tr>
<tr>
<td>3.A. Gate Arms (count) 3.B. Gate Configuration 3.C. Cantilevered (or Bridged) Flashing Light Structures (count)</td>
</tr>
<tr>
<td>☐ 2 Quad ☐ Full (Barrier) ☐ 3 Quad ☐ Resistance ☐ 4 Quad ☐ Median Gates</td>
</tr>
<tr>
<td>☐ No</td>
</tr>
<tr>
<td>3.E. Total Count of Flashing Light Pairs</td>
</tr>
<tr>
<td>☐ Incandescent ☐ LED</td>
</tr>
<tr>
<td>☐ Back Lights Included ☐ Side Lights Included</td>
</tr>
<tr>
<td>☐ 3.G. Wayside Horn</td>
</tr>
<tr>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>3.H. Highway Traffic Signals Controlling Crossing</td>
</tr>
<tr>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☐ 3.I. Bells (count)</td>
</tr>
<tr>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>☐ 3.K. Other Flashing Lights or Warning Devices</td>
</tr>
<tr>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

## Part V: Public Highway Information

<table>
<thead>
<tr>
<th>Part V: Public Highway Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Are nearby Hwy Intersection have Traffic Signals?</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
</tr>
<tr>
<td>4.A. Does nearby Hwy Intersection have Traffic Signals?</td>
</tr>
<tr>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>4.C. HWY Traffic Signal Preemption</td>
</tr>
<tr>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>4.D. Highway Monitoring Devices (Check all that apply)</td>
</tr>
<tr>
<td>☐ Yes - Photo/Video Recording ☐ Yes - Vehicle Presence Detection</td>
</tr>
<tr>
<td>☐ No</td>
</tr>
<tr>
<td>4.F. Commercial Power Available?</td>
</tr>
<tr>
<td>☑ Yes ☐ No</td>
</tr>
</tbody>
</table>

## Submission Information

*This information is used for administrative purposes and is not available on the public website.*

<table>
<thead>
<tr>
<th>Submitted by</th>
<th>Organization</th>
<th>Phone</th>
<th>Date</th>
</tr>
</thead>
</table>

Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2120-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.
2018 HTC
Full Application

Part 1 Tab 3

Applicant Eligibility Certification
Applicant Eligibility Certification-§10.204(2)

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 M. 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 23 day of January, 2018

(Seal)

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

Notary Public Signature

Page 6 of 6
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.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th>Phone: (352) 213-8700</th>
<th>Office (512) 789-1295</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Lisa Stephens</td>
<td>NA</td>
<td>Extension NA</td>
</tr>
<tr>
<td>Email: <a href="mailto:lisa@saigebrook.com">lisa@saigebrook.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 421 West 3rd St</td>
<td>City: Austin</td>
<td></td>
</tr>
<tr>
<td>Street #1504</td>
<td>TX: 78701</td>
<td></td>
</tr>
<tr>
<td></td>
<td>State: TX</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Zip: 78701</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th>Office: (512) 789-1295</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Alyssa Carpenter</td>
<td>NA</td>
</tr>
<tr>
<td>Email: <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 1305 E 6th St</td>
<td>City: Austin</td>
</tr>
<tr>
<td>Ste 12</td>
<td>TX: 78702</td>
</tr>
<tr>
<td></td>
<td>State: TX</td>
</tr>
<tr>
<td></td>
<td>Zip: 78702</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th>Office: (512) 789-1295</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Alyssa Carpenter</td>
<td>NA</td>
</tr>
<tr>
<td>Email: <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>Mailing Address: 1305 E 6th St, Ste 12</td>
<td>City: Austin</td>
</tr>
<tr>
<td>Street</td>
<td>TX: 78702</td>
</tr>
<tr>
<td>Ste 12</td>
<td>State: TX</td>
</tr>
<tr>
<td>Ste 12</td>
<td>Zip: 78702</td>
</tr>
</tbody>
</table>
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><strong>Unit Sizes</strong></td>
<td>§11.9(b)(1)(A)</td>
<td>8</td>
</tr>
<tr>
<td><strong>Unit and Development Features</strong></td>
<td>§11.9(b)(1)(B)</td>
<td>7</td>
</tr>
<tr>
<td><strong>Sponsor Characteristics</strong></td>
<td>§11.9(b)(2)</td>
<td>2</td>
</tr>
<tr>
<td><strong>High Quality Housing Total</strong></td>
<td></td>
<td>17</td>
</tr>
</tbody>
</table>

### 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><strong>Income Levels of Tenants</strong></td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
<tr>
<td><strong>Rent Levels of Tenants</strong></td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td><strong>Tenant Services</strong></td>
<td>§11.9(c)(3)</td>
<td>10</td>
</tr>
<tr>
<td><strong>Opportunity Index</strong></td>
<td>§11.9(c)(4)</td>
<td>7</td>
</tr>
<tr>
<td><strong>Underserved Area</strong></td>
<td>§11.9(c)(5)</td>
<td>5</td>
</tr>
<tr>
<td><strong>Tenant Populations with Special Needs</strong></td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td><strong>Proximity to the Urban Core</strong></td>
<td>§11.9(c)(7)</td>
<td>5</td>
</tr>
<tr>
<td><strong>Readiness to Proceed in Disaster Impacted Counties</strong></td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
<tr>
<td><strong>Serve and Support Texans Most In Need Total</strong></td>
<td></td>
<td>56</td>
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</table>

### 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><strong>Local Government Support</strong></td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td><strong>Commitment of Development Funding by Local Political Subdivision</strong></td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Declared Disaster Area</strong></td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td><strong>Quantifiable Community Participation</strong></td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td><strong>Community Support from State Representative</strong></td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td><strong>Input from Community Organizations</strong></td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td><strong>Concerted Revitalization Plan</strong></td>
<td>§11.9(d)(7)</td>
<td></td>
</tr>
<tr>
<td><strong>Community Support and Engagement Total</strong></td>
<td></td>
<td>11</td>
</tr>
</tbody>
</table>

### 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><strong>Financial Feasibility</strong></td>
<td>§11.9(e)(1)</td>
<td>18</td>
</tr>
<tr>
<td><strong>Cost of Development per Square Foot</strong></td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td><strong>Pre-application Participation</strong></td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td><strong>Leveraging of Private, State, and Federal Resources</strong></td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td><strong>Extended Affordability</strong></td>
<td>§11.9(e)(5)</td>
<td>2</td>
</tr>
<tr>
<td><strong>Historic Preservation</strong></td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td><strong>Right of First Refusal</strong></td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Funding Request Amount</strong></td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
<td></td>
<td>43</td>
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<tr>
<td><strong>Point Deductions</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Total Application Self Score</strong></td>
<td>§11.9(f)</td>
<td>127</td>
</tr>
</tbody>
</table>
1. **Development Address (All Programs)**

SEQ of Rock Island Rd and S Briery Rd

<table>
<thead>
<tr>
<th>Address</th>
<th>Irving</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region</td>
<td>3</td>
</tr>
<tr>
<td>Zip</td>
<td>75060</td>
</tr>
<tr>
<td>County</td>
<td>Dallas</td>
</tr>
<tr>
<td>Rural/Urban</td>
<td>Urban</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>QCT?</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48113015305</td>
<td>No</td>
<td>41544.00</td>
<td>3q</td>
<td>14.2</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.

3. **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.

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

- **X** One Mile Three Year Rule. The proposed Development is 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))

- **X** Limitations on Developments in Certain Census Tracts. The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(e))

4. **Zoning [§10.204(11)] and Flood Zone Designation [§10.101(a)(1)] (All Programs)**

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>No</th>
<th>Zoning Designation: SP-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Zone Designation:</td>
<td>X</td>
<td>Entire Development Site is outside the 100 year floodplain. Yes</td>
</tr>
</tbody>
</table>

5. **School Rating [§2306.6710(a)]; [§10.101(a)(3)(B)(iv)] (All Programs)**

Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lamar Middle</td>
<td>6</td>
<td>2015: Yes 2016: Yes 2017: Yes</td>
</tr>
<tr>
<td>Nimitz High</td>
<td>9</td>
<td>2015: Yes 2016: Yes 2017: Yes</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.

If revised form submitted, date of submission: _____________________
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
- Twice the State Average of Units Per Capita
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household

- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation
- Educational Quality (all Applications)
  - 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:
Street Map
Oliver Commons
Street Map

Source: Google Maps
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
January 26, 2018

Tim Irvine
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Oliver Commons
    TDHCA APP#18363

Dear Mr. Irvine,

The above-mentioned development, to be developed by Oliver Commons L.L.C., is in the process of seeking a zoning change. An application for a zoning change has been submitted for the site of the proposed Oliver Commons development, located at the SEQ Rock Island Road and S. Briery Road in Irving, Texas.

The City of Irving has received a release agreeing to hold the political subdivision and all other parties harmless in the event that the appropriate zoning for the proposed Oliver Commons development is denied.

Sincerely,

[Signature]
Richard H. Stopfer
Mayor
City of Irving
January 16, 2018

City of Irving
Planning Services

To Whom It May Concern:

Oliver Commons, LLC has submitted a zoning change application for the site of the proposed Oliver Commons development located at SEQ Rock Island Rd and S Briery Rd in Irving. Oliver Commons, LLC agrees to hold the political subdivision and all other parties harmless in the event that the appropriate zoning for the proposed Oliver Commons development is denied.

Sincerely,

Lisa Stephens
Oliver Commons, LLC
CITY OF IRVING
TEXAS

RECEIPT
Number: PROJ5272

Project Number: ZC18-0007
Address
Applicant
Owner
Project Description

FEES PAID

ZONING 1001-1521-440401-4003-- $700.00

TOTAL FEES PAID $700.00

DATE PAID: 1/24/2018
PAID BY: KIMLEY-HORN AND ASSOCIATES, INC
PAYMENT METHOD: CHECK 16575
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
Welcome to SchoolSite Locator!

Enter an address in the search box at the top to find your schools of attendance!

If you do not know the specific address, or if it cannot be found, just click anywhere on the map to find the schools for that neighborhood.

Closest approximate address found:
3112 Rock Island Rd Irving Texas 75060

**Brown ES**
[Serving grades K-5]
2501 W 10th St Irving
972-600-4000

School Actions:

**Lamar MS**
[Serving grades 6-8]
219 Crandall Rd Irving
972-600-4400

School Actions:

**Nimitz HS**
[Serving grades 9-12]
100 W Oakdale Irving
972-600-5700

School Actions:

**Kinkeade EC**
TECHNICAL EDUCATION AGENCY
2017 Accountability Summary
BROWN EL (057912102) - IRVING ISD

Accountability Rating

Met Standard

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>- NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

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>667</td>
<td>1,034</td>
<td>65</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>422</td>
<td>1,200</td>
<td>35</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>644</td>
<td>1,600</td>
<td>40</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score: 35.8, Graduation Rate Score: N/A, Graduation Plan Score: N/A, Postsecondary Component Score: N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Performance Index Summary

Distinction Designation

- Academic Achievement in ELA/Reading
  NO DISTINCTION EARNED
- Academic Achievement in Mathematics
  NO DISTINCTION EARNED
- Academic Achievement in Science
  DISTINCTION EARNED
- Academic Achievement in Social Studies
  NOT ELIGIBLE
- 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: Elementary
- Grade Span: KG - 05
- Campus Size: 816 Students
- Percent Economically Disadvantaged: 85.0
- Percent English Language Learners: 51.2
- Mobility Rate: 17.8
- Percent Served by Special Education: 7.7
- Percent Enrolled in an Early College High School Program: 0.0

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Category</th>
<th>Number and Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>12 out of 22 = 55%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>14 out of 14 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>26 out of 36 = 72%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html
Welcome to SchoolSite Locator!

Enter an address in the search box at the top to find your schools of attendance!

If you do not know the specific address, or if it cannot be found, just click anywhere on the map to find the schools for that neighborhood.

Closest approximate address found:
3135 Tudor Ln Irving Texas 75060

**Brown ES**
[Serving grades K-5]
2501 W 10th St Irving
972-600-4000

**Lamar MS**
[Serving grades 6-8]
219 Crandall Rd Irving
972-600-4400

**Nimitz HS**
[Serving grades 9-12]
100 W Oakdale Irving
972-600-5700
LAMAR MIDDLE (057912044) - IRVING ISD

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>1,657</td>
<td>2,511</td>
<td>66</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>531</td>
<td>1,400</td>
<td>38</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>835</td>
<td>2,400</td>
<td>35</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score 25.5</td>
<td>Graduation Rate Score N/A</td>
<td>Graduation Plan Score N/A</td>
</tr>
<tr>
<td>Postsecondary Component Score N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Category</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>15 out of 29 = 52%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>14 out of 14 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
<tr>
<td>Total</td>
<td>29 out of 43 = 67%</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
Welcome to SchoolSite Locator!

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If you do not know the specific address, or if it cannot be found, just click anywhere on the map to find the schools for that neighborhood.

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**Brown ES**
[Serving grades K-5]
2501 W 10th St Irving
972-600-4000

**Lamar MS**
[Serving grades 6-8]
219 Crandall Rd Irving
972-600-4400

**Nimitz HS**
[Serving grades 9-12]
100 W Oakdale Irving
972-600-5700

http://apps.schoolsitelocator.com/?districtCode=64801
Accountability Rating

<table>
<thead>
<tr>
<th>Met Standards on</th>
<th>Did Not Meet Standards on</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Student Achievement</td>
<td>-NONE</td>
</tr>
<tr>
<td>- Student Progress</td>
<td></td>
</tr>
<tr>
<td>- Closing Performance Gaps</td>
<td></td>
</tr>
<tr>
<td>- Postsecondary Readiness</td>
<td></td>
</tr>
</tbody>
</table>

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.

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

Performance Index Report

![Index 1: Student Achievement (Target Score=60), Index 2: Student Progress (Target Score=17), Index 3: Closing Performance Gaps (Target Score=30), Index 4: Postsecondary Readiness (Target Score=60) with scores 70, 21, 43, 77]

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>2,254</td>
<td>3,217</td>
<td>70</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>248</td>
<td>1,200</td>
<td>21</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,036</td>
<td>2,400</td>
<td>43</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>13.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>23.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>20.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>19.8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

- Performance Rates: 21 out of 29 = 72%
- Participation Rates: 14 out of 15 = 93%
- Graduation Rates: 6 out of 7 = 86%
- Total: 41 out of 51 = 80%

Campus Demographics

- Campus Type: High School
- Campus Size: 2,503 Students
- Grade Span: 09 - 12
- Percent Economically Disadvantaged: 71.7
- Percent English Language Learners: 21.7
- Mobility Rate: 15.8
- Percent Served by Special Education: 7.9
- Percent Enrolled in an Early College High School Program: 0.0

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
2018 HTC Full Application

Part 2 Tab 8

Supporting Documents:
Bond Application
No Objection Resolution

NA
### Site Information Form Part II

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.

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>48113015306</th>
<th>Contiguous Tract Quartile</th>
<th>2nd</th>
</tr>
</thead>
</table>

- 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.

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

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

**Application is seeking points for Opportunity Index.**

**Total Points Claimed:** 7

*If necessary, provide a brief summary of how the Development Site is justifying the points selected:*
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:

- [ ] 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 #: 48113014406
  - Contiguous Census Tract #: 48113015206

- [ ] 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.

  - Contiguous Census Tract #: 48113015202
  - Contiguous Census Tract #: 48113015205

- [ ] 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; 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.

- [ ] 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; 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.

Application is seeking points for Underserved Area.  Total Points Claimed: 5

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: 5

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
Rehabilitation
Demolition/Reconstruction

AND, if applicable,
No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):
Application is seeking points for Concerted Revitalization.
Total Points Claimed: 5

Total Points Claimed:

Application is seeking points for Declared Disaster Area.
Total Points Claimed: 6

Total Points Claimed:

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

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

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

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.

Application is seeking points for Readiness to Proceed.
Total Points Claimed: 0
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documentation for
Site Information Form Part II
<table>
<thead>
<tr>
<th></th>
<th>Supporting Documentation for the Site Information Form Part II</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Opportunity Index (Competitive HTC and Direct Loan Only)</strong></td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</td>
</tr>
<tr>
<td></td>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>For each amenity, supporting documentation to evidence how the amenity meets each requirement for the amenity</td>
</tr>
<tr>
<td></td>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups (<a href="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</a>)</td>
</tr>
<tr>
<td></td>
<td>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 (<a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a>)</td>
</tr>
<tr>
<td></td>
<td>Print-out from THECB website confirming accreditation of university or community college <a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
</tr>
<tr>
<td></td>
<td>Evidence of regular and recurring substantive services provided by community, civic or service organization, as applicable</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td><strong>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</strong></td>
</tr>
<tr>
<td></td>
<td>For Colonia:</td>
</tr>
<tr>
<td></td>
<td>n/a Evidence from Attorney General of Colonia boundaries; and <a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>n/a Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.</td>
</tr>
<tr>
<td></td>
<td>For Economically Distressed Areas:</td>
</tr>
<tr>
<td></td>
<td>n/a A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
</tr>
<tr>
<td></td>
<td>n/a Map showing development site boundaries, relative to EDA boundaries.</td>
</tr>
<tr>
<td></td>
<td>For other items:</td>
</tr>
<tr>
<td></td>
<td>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 <a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable</td>
</tr>
<tr>
<td></td>
<td>Map with all contiguous census tracts, if applicable</td>
</tr>
<tr>
<td></td>
<td><strong>Proximity to Urban Core (Competitive HTC Only)</strong></td>
</tr>
<tr>
<td></td>
<td>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
</tr>
</tbody>
</table>
Concerted Revitalization Plan (Competitive HTC Only)

Urban:
- Copy of the plan, or link to electronic copy. Plan must document that 11.9(6)(7)(A)(i)(l-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
<table>
<thead>
<tr>
<th>Signed architect contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit-ready architectural plans</td>
</tr>
<tr>
<td>Evidence that Site Plan has been submitted for permit and received by the appropriate permitting authority</td>
</tr>
<tr>
<td>Description from architect of record of current stage of architectural plans</td>
</tr>
<tr>
<td>Evidence that site development permit application has been submitted and received by the appropriate permitting authority</td>
</tr>
<tr>
<td>Description of timing for property acquisition</td>
</tr>
<tr>
<td>Description of timing for construction permits</td>
</tr>
<tr>
<td>Evidence of selection of construction contractor</td>
</tr>
<tr>
<td>Description of timing for execution of construction contracts</td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been issued per 2 CFR 200</td>
</tr>
<tr>
<td>For any applicable public entity, evidence that contract procurement(s) has been completed per 2 CFR 200</td>
</tr>
<tr>
<td>Detailed construction schedule including groundbreaking, start of site work, start of vertical construction, etc.</td>
</tr>
<tr>
<td>Project execution plan</td>
</tr>
<tr>
<td>Other (describe):</td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index
Oliver Commons
Opportunity Index
3-Mile Radius

(V) Baylor Medical Center ER
<table>
<thead>
<tr>
<th>Business Name</th>
<th>Address</th>
<th>City</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walgreens Pharmacy</td>
<td>1330 N Belt Line Rd.</td>
<td>Irving, TX</td>
<td>75061</td>
</tr>
<tr>
<td>Baylor Scott &amp; White Emergency Room</td>
<td>1901 N MacArthur Blvd.</td>
<td>Irving, TX</td>
<td>75061</td>
</tr>
<tr>
<td>Shady Grove Learning Center</td>
<td>3200 W Shady Grove Rd.</td>
<td>Irving, TX</td>
<td>75060</td>
</tr>
<tr>
<td>Kirkwood United Methodist</td>
<td>2232 W 5th St</td>
<td>Irving, TX</td>
<td>75060</td>
</tr>
<tr>
<td>Luzon Park</td>
<td>2900 Luzon Rd.</td>
<td>Irving, TX</td>
<td>75060</td>
</tr>
<tr>
<td>Georgia Farrow Rec Center</td>
<td>530 Davis Dr.</td>
<td>Irving, TX</td>
<td>75061</td>
</tr>
<tr>
<td>North Lake College</td>
<td>5001 N MacArthur Blvd.</td>
<td>Irving, TX</td>
<td>75038</td>
</tr>
<tr>
<td>VNA Meals on Wheels</td>
<td>In Dallas County Service Area</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Census Tract 48113015305 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 48113015306 in the second quartile without physical barriers between and the Development Site is no more than 2 miles from the boundary.
Facilities

Georgia Farrow Recreation Center

Features

- Activity Room
- Aquatic Center
- Basketball Court
- Craft Room
- Game Room
- Grill
- Gymnasium
- Lake or Stream
- One Sandlot Field
- Picnic Areas
- Picnic Shelter with 13 picnic tables and a grill
- Picnic

Contact

Daran McKnight
(972) 721-2519

Rating

This facility has not yet been rated.
Shelter
With
One
Picnic
Table
and
One
Grill

- Playground
- Pool
- Restrooms
- Shelter
  or
  Building
- Soccer
  Field
- Softball
  Backstop
- Water

**Hours of Operation**
Monday through Friday: 9 a.m. to 10 p.m.; Saturday: 9 a.m. to 5 p.m.
Closed on Sunday

**After School Program**
Learn more about the after school program including information about cost, hours, and how to register.

**Class Schedule**
View the recreation center class schedule including times, dates, and location.

**Register Online**
Residents with a current recreation membership may register for classes online through ActiveNet.

**Recreation Center Membership**

<table>
<thead>
<tr>
<th>Duration</th>
<th>Type of Individual</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year</td>
<td>Resident</td>
<td>$5</td>
</tr>
<tr>
<td>One Year</td>
<td>Senior Irving Resident</td>
<td>$5</td>
</tr>
</tbody>
</table>
One Year Corporate $25
One Year Non Resident $30

**Fitness Center Membership**
*All family members must be seniors in order to purchase the Senior Family rate plan*

<table>
<thead>
<tr>
<th>Duration</th>
<th>Individual</th>
<th>Senior 50 and older</th>
<th>Family (Up to Four People)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>$100</td>
<td>$50</td>
<td>$200</td>
</tr>
<tr>
<td>Six Months</td>
<td>$60</td>
<td>$30</td>
<td>$120</td>
</tr>
<tr>
<td>Three Months</td>
<td>$35</td>
<td>$17.50</td>
<td>$70</td>
</tr>
<tr>
<td>One Month</td>
<td>$15</td>
<td>$7.50</td>
<td>$30</td>
</tr>
<tr>
<td>One Day</td>
<td>$5</td>
<td>$2</td>
<td>$5 each</td>
</tr>
</tbody>
</table>

**Subfacilities**

- [West Park](#)
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: 1655311
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Shady Grove Learning Center
Location Address: 3200 W SHADY GROVE RD
IRVING, TX 75060
Mailing Address: 5603 IMPERIAL MEADOW DR
FRISCO, TX 75035
Phone Number: 972-986-9351
County: DALLAS
Website Address: www.shadygrovelearningcenter.com
Email Address: 
Administrator/Director Name: Rajesh Sethi
Type of Issuance: Initial
Issuance Date: 10/4/2017
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:00 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 259
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 259
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:

  4 - Inspections
  0 - Assessments
  2 - 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, 2821 standards were evaluated for compliance at this operation.

- Of the standards evaluated 4 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:

  4 were weighted as High
  0 were weighted as Medium - High
  0 were weighted as Medium
  0 were weighted as Medium - Low
  0 were weighted as Low

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

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
The United Methodist Church has many doors through which people share in serving God and others. Whether you visit in person or online, we hope you discover something here to encourage you in your spiritual journey.

Together we can open hearts, open minds and open doors. Church can happen anywhere. It happens when we create learning opportunities that transform lives. It happens when we create safe environments where children can play and learn. It happens when education makes the path to citizenship a little easier. And when our sacrifices help nourish students’ minds and bodies. That’s putting beliefs into action.

Come see us! We are located in South Irving at the corner of South Story Road and 5th Street.
Kirkwood United Methodist Church
2232 W 5th Street
Irving, TX 75060

TEAM

Preston Weaver

PASTOR

(972) 254-4191
Kirkwood Methodist Church of Irving, Texas

<table>
<thead>
<tr>
<th>HOME</th>
<th>ABOUT</th>
<th>SERVICES</th>
<th>CONTACT</th>
</tr>
</thead>
</table>

**SERVICES**

Sunday morning worship is from 10:45 until 11:45.
Facilities

Luzon Park

2900 Luzon Road
Irving, TX 75060

Features

- Baseball / Softball
- Benches (4)
- Grill
- One Sandlot Field
- Picnic Shelters
- Playground
- Shelter or Building

This facility has not yet been rated.
- Two Picnic Tables
- Water Fountain

Subfacilities

- Luzon Park Shelter
  View Subfacility

▲ Back to top
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_whoooping_cough.jsp)

See more vaccinations › (unsafe:javascript:void(0);)

Other Pharmacy Services
- Drive-Thru pharmacy
- Travel Health Consultations (/topic/pharmacy/immunization-services/travel-health.jsp)
- Health Tests: Blood Pressure

Find everything you wanted to know about this store?

Enter email for weekly deals

Customer Service (/topic/help/customerservicehelp/customer_service)
- Shipping (/topic/help/shophelp/shipping_help_main.jsp?view=weeklyad)
- Returns (/topic/help/shophelp/returns_help_main.jsp?foot=returns#Return)
- Product Recalls (/topic/information/recall.jsp)
- Contact Us (/mkgt/contactus/contact-us_landing.jsp?foot=contact_us)
- Website Accessibility (/mkgt/contactus/contact-us-forms.jsp?tier3id=1046)
- Site Map (/site_map.jsp)
- Help (/topic/help/default.jsp?foot=help)

Walgreens Stores (/topic/storelocator/store Locator.jsp)
- Store Locator (/storelocator/find.jsp)
- Weekly Ad (/offers/offers.jsp?view=weeklyad)
- Savings & Deals (/topic/save/safe-and-values.jsp)
- Sweepstakes & Promotions (/store/store/save/online_promotions.jsp)
- Special Email Offers (/marketing/specialOfferEmail.jsp?adoption=11)
- Healthcare Clinic (/topic/pharmacy/healthcare-clinic.jsp)
- Flu Shots (/pharmacy/immunization/seasonal_flu.jsp)
- Photo Blog (https://photo.walgreens.com/store/content)
- Paperless Coupons (/offers/offers.jsp?view=weeklyad)

Walgreens Mobile
- Blue Rhino Propane Gas Exchange (/topic/promotion/bluerhino.jsp)
- FedEx pickup and drop-off (/topic/promotion/fedex.jsp)
- Liquor Department (Beer & Wine) (/topic/movie-rentals/redbox.jsp)
- Redbox DVD rental
- Western Union

Company Information (/topic/about/company.jsp?foo...alliance.com/)
- Walgreens Mobile
- Walgreens Boots Alliance (http://www.walgreensbootsalliance.com/)
Texas Pharmacy License # 22455

WALGREENS #7354

License Information

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<th>License Status</th>
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<td>License #</td>
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<td>09/30/2018</td>
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<tr>
<td>Date License Issued</td>
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Address

1330 N BELT LINE ROAD
IRVING, TX  75061-4016
County     DALLAS
Phone      (469) 417-0358

Pharmacy Details

<table>
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<tr>
<th>Prior Disciplinary Orders*</th>
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<tr>
<td>Class of Pharmacy</td>
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<tr>
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<td>Corporation</td>
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* 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

<table>
<thead>
<tr>
<th>Pharmacist in Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>OMAR, ABDIKARIM NASIR</td>
</tr>
</tbody>
</table>

Pharmacy Profile

| Accessible to disabled persons? | Yes |
| Participates in the Texas Medicaid program? | Yes |
| 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

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<td>Infusion</td>
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<td>Yes</td>
<td>Pharmacist Administered Immunizations</td>
</tr>
</tbody>
</table>
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.
VNA Meals on Wheels helps seniors maintain independence in their homes by providing daily nutritious meals and social contact, thereby decreasing medical costs associated with malnutrition, dehydration, falls and isolation. Our approach to deliver “more than a meal” – but also a connection to the outside world – creates a safety net that reduces medical costs and allows seniors to live a nourished life in their own home.

HIDDEN HUNGRY

VNA Meals on Wheels clients are the hidden hungry – homebound, aging and unable to access resources like food banks and grocery stores. Over 67% of our clients are women over the age of 60 who live alone and cannot prepare or access proper nutrition to help them safely maintain their independence at home. They are the frailest among us. They have limited ability to purchase or prepare meals and have little or no support from family or caregivers. Faced with mounting medical bills and rising housing and utility costs, many of these seniors have to choose between food, medications and rent.

JOURNEY OF A MEAL

At 5 a.m. each weekday, more than 5,650 meals are prepared in VNA Haggerty Kitchen - the country's largest single-site provider of meals to homebound seniors. Individual meals are specially packed and delivered to 22 sites in Dallas County by 10 a.m. Our dedicated drivers pick up meals at 10:30 a.m., and deliver hot meals and smiles to 12-14 seniors each day. The daily schedule averages 300 routes and 200 drivers, of which half are volunteers. In Fiscal Year 2017 more than 7,000 unduplicated individuals received 1,602,502 home-delivered meals.

HISTORY

The Meals on Wheels Program in Dallas was organized in 1957 as a pilot project by the Women’s Council of Dallas County. It was one of the first Meals on Wheels programs in the United States. In 1973, VNA agreed to assume responsibility for the service, viewing the Meals on Wheels program as a logical extension of home health care and as an advancement of the agency’s mission. Over the past forty years, VNA Meals on Wheels has expanded with the needs around us – from serving 125 meals a day in 1973, to more than 5,650 today.
Serving Collin, Dallas, Denton, Ellis, Henderson, Kaufman, Rockwall, Van Zandt Counties and parts of Cooke, Grayson, Hunt, Navarro and Tarrant Counties.

Non-Discrimination Notice & Language Assistance Services (https://www.vnatexas.org/section-1557)

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VNA Meals on Wheels provides hot, nutritious, freshly prepared meals five days a week to Dallas County residents who cannot provide for themselves due to illness, advanced age or disability. These meals contribute to the overall health and well-being of participating seniors, including those with chronic illnesses that are affected by diet, such as diabetes and heart disease, and frail seniors who are homebound. Without VNA Meals on Wheels these seniors would go hungry.

GET ASSISTANCE

In order to qualify for VNA Meals on Wheels, you must:

- Be over the age of 60 or disabled,
- Be unable to drive or leave your home without assistance,
- Have limited financial resources, and
- Live in Dallas County.

HOW TO APPLY

If you or a loved one would like to apply to receive meals through VNA’s Meals on Wheels program, please contact April Burns at (214) 689-2268 or email her at burnsa@vnatexas.org in order to begin the application process.

HISTORY

The Meals on Wheels Program in Dallas was organized in 1957 as a pilot project by the Women’s Council of Dallas County. It was one of the first Meals on Wheels programs in the United States. In 1973, VNA agreed to assume responsibility for the service, viewing the Meals on Wheels program as a logical extension of home health care and as an advancement of the agency’s mission. Over the past forty years, VNA Meals on Wheels has expanded with the needs around us – from serving 125 meals a day in 1973, to more than 4,000 today.
Emergency Medicine

Baylor Scott & White – Irving is committed to providing very good care to meet your emergency health care needs. Physicians and specialists on our medical staff, along with nurses and technicians, fully staff our Emergency department (ED) 24 hours a day, seven days a week.

At Baylor Scott & White – Irving, the critical care capabilities in the ED can make the difference in the patient's recovery.

Baylor Scott & White – Irving Emergency Department Recent Expansion

With 55 beds, five intake rooms and a revamped triage area, the new emergency department at Baylor Scott & White Medical Center – Irving is more equipped to handle the demands of the many patients who seek care each year.

Expansion and enhancements included:

- A 64-slice CT scanner with advanced capabilities for CT angiograms to help diagnose stroke
- A clinical observation unit for people undergoing testing, reducing the need to admit them to the hospital
- Screening and treatment that begins in the triage area to help reduce
delays

- Adjustable lighting for people with migraines and for children
- A design that supports efficient processes
- Spacious and comfortable guest lounges and reception area
- Speakerphones for interpretation services
- Computers in every patient room for documentation
- Telemedicine capabilities for timely treatment for patients coming in experiencing stroke symptoms
- All universal patient rooms with observation/privacy glass

This newly expanded emergency department is complete and ready to care for your emergency needs.

For more information about the Emergency department at Baylor Scott & White – Irving please call 1.844.BSWDOCS.

**What to Expect**

**During Your Visit**

Some people may think going to the emergency department is frightening. That’s why at Baylor Scott & White – Irving, we want to ease your fears by letting you know what to expect when you come through our doors.

- Depending on the severity of your symptoms you may be taken immediately to a treatment room or be asked to wait until one becomes available. Patients with minor medical symptoms such as coughs, fever, earaches or minor injuries may be treated in our minor emergency area. This area allows our staff to see and treat all minor ailments more quickly.

- Before you see one of our physicians, a staff member will ask questions including general information, medical history and medications you may be taking. This gives our physicians the information they need to provide quality care for you.

- After you have been evaluated by a physician you may need lab tests or X-
rays to help diagnose your medical problem. Lab tests and X-rays may take an hour or two to process. At Baylor Scott & White – Irving, we will make sure you are as comfortable as possible while you wait.

- Your physician will return after the results are in to re-evaluate you. Depending on your condition a physician specialist may be consulted to help with your care. If you need to be admitted to the hospital, our staff will assign you a bed. Your care will continue in the emergency department until you are transported to your hospital room.

- After your emergency department visit is complete and you are ready to go home, you will be given instructions regarding your diagnosis. It is very important that you understand what to do when you leave the hospital. Your personal physician may be contacted regarding your visit to the emergency department. Also, before you leave a staff member will ask for your name, address, telephone number and insurance information. This gives us the information we need to contact you if we need to after you leave our emergency department.

Visitors are Welcome

We understand that no one likes to go the emergency department alone. Our emergency staff will do their best to accommodate your visitor(s) during your emergency department visit. Please keep in mind we have limited space and we want to make sure that the privacy of all of our patients is maintained.

Telemedicine

Telemedicine Technology for the Diagnosis and Treatment of Emergent Stroke Patients

When someone’s brought into the emergency room for acute ischemic stroke – or a blocked artery to the brain – a neurologist is called in to determine treatment. Calling in a neurologist can take time – time that these patients do not have. The solution was a telemedicine program using laptop cameras and a robotic device to save crucial time in providing treatment.

The emergency department at Baylor Scott & White Medical Center – Irving offers emergent stroke services in collaboration with Baylor University Medical Center at Dallas. This technology can link an emergency department
physician with a specialist within the system.

“Brain Attack” protocols (treatment plans the medical community has determined to be appropriate treatment) help provide eligible patients with the “clot-busting” therapy called TPA without delay to restore blood flow to the brain. Neurology consultations are conducted via our telemedicine robot and our laboratory and radiology services all operate 24 hours a day for stroke patients. Transcranial doppler ultrasound is available to rapidly identify where the blood vessel is blocked and monitor response to treatment in real time. All of these resources enable Baylor Scott & White – Irving to diagnose and treat stroke patients during the three hour golden window.

Baylor Scott & White – Irving has received advanced certification as a primary stroke center by the Joint Commission. This certification demonstrates that our stroke program follows national standards and guidelines proven to significantly improve outcomes for stroke patients. Additionally, it recognizes that the services provided to our patients at Baylor Scott & White – Irving have the critical elements to achieve long-term success and meet the unique and specialized needs of our stroke patients.
North Lake College is a two-year public community college serving Irving, Texas and northern Dallas County. North Lake opened in the fall of 1977, becoming the sixth of seven colleges in the Dallas County Community College District. The college's central campus sits on 276 acres in the Las Colinas area of Irving, at 5001 N. MacArthur Boulevard.

In addition, North Lake operates three community campuses: North Campus in Coppell, South Campus in South Irving, and West Campus adjacent to DFW Airport. The college's signature programs include logistics, the sciences, construction technology, and our unique pairing of arts and technology.
Visit our campuses:

- **Google Maps**  
  https://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=5001+North+MacArthur+Boulevard+%2c+Irving%2c+TX+75038&ie=UTF8&hq=&hnear=5001+N+Macarthur+Blvd+Irving+TX+75038&z=17
  
- **Directions to Campus**  
  /aboutNLC/visit/Pages/directions.aspx
  
- **Central Campus Map**  
  /aboutNLC/visit/Pages/map.aspx
  
- **Campus Tours**  
  /aboutNLC/visit/Pages/tours.aspx

North Lake's three community campuses located in Coppell, South Irving and near DFW Airport, provide convenient access to a college education.

**North Lake College North Campus – Coppell**  
Located at the southeast corner of State Highway 121 and Sandy Lake Road, the North Campus serves as an education center for the far northern section of Dallas County. The modern, 37,000 square foot facility provides space for serving the evolving academic needs of the community.

**North Lake College South Campus – South Irving**  
Located on the northeast corner of Shady Grove and MacArthur, the South Campus is a 33,000 square foot facility designed to serve as a center for educational attainment that meet the economic and workforce needs of the community.

**North Lake College West Campus – near DFW Airport**  
North Lake College West Campus, a joint educational enterprise of North Lake College and the Construction Education Foundation (CEF), is located inside the DFW Airport boundaries. The 60,000 square foot building houses classrooms and laboratories, providing both management and skill-based education for the construction industry.
<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamo Community College - Northeast Lakeview College</td>
<td>Veronica Garcia</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>1201 Kitty Hawk Rd</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Universal City, TX 78148</td>
<td></td>
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<tr>
<td>Alamo Community College - Northwest Vista College</td>
<td>Ric Baser</td>
<td>(210) 486-4900</td>
</tr>
<tr>
<td>3535 North Ellison Drive</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>San Antonio, TX 78251</td>
<td></td>
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</tr>
<tr>
<td>Alamo Community College - Palo Alto College</td>
<td>Ruben Michael &quot;Mike&quot; Flores</td>
<td>(210) 486-3880</td>
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<tr>
<td>1400 West Villaret Boulevard</td>
<td>President</td>
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<td>San Antonio, TX 78224</td>
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<tr>
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<td>Robert Vela</td>
<td>(210) 486-0959</td>
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<td>1300 San Pedro Avenue</td>
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<td>Alamo Community College - St. Philip's College</td>
<td>Adena Loston</td>
<td>(210) 486-2900</td>
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<tr>
<td>1801 Martin Luther King Boulevard</td>
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<tr>
<td>Alamo Community College District</td>
<td>Bruce Leslie</td>
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<td>201 West Sheridan</td>
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<tr>
<td>Alvin Community College</td>
<td>Christal Albrecht</td>
<td>(281) 756-3500</td>
</tr>
<tr>
<td>3110 Mustang Road</td>
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<tr>
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<tr>
<td>Amarillo College</td>
<td>Russell Lowery-Hart</td>
<td>(806) 371-5000</td>
</tr>
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<td>P.O. Box 49</td>
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<td>Amarillo, TX 79178</td>
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<td>Angelina College</td>
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<td>Lufkin, TX 75904</td>
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<tr>
<td>Austin Community College</td>
<td>Richard Rhodes</td>
<td>(512) 223-7000</td>
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<tr>
<td>5930 Middle Fiskville Road</td>
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<tr>
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<tr>
<td>Blinn College</td>
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<tr>
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<td>Millicent Valek</td>
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<tr>
<td>Lake Jackson, TX 77566</td>
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<tr>
<td>Central Texas College</td>
<td>Jim Yeonopolus</td>
<td>(254) 526-7161</td>
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<tr>
<td>6200 West Central Texas Expwy</td>
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<tr>
<td>Kyle, TX 78649</td>
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<tr>
<td>Cisco College</td>
<td>Thad Anglin</td>
<td>(254) 442-5000</td>
</tr>
<tr>
<td>101 College Heights</td>
<td>President</td>
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<tr>
<td>Cisco, TX 78437</td>
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</tr>
<tr>
<td>Clarendon College</td>
<td>Robert Keith Riza</td>
<td>(806) 874-3571</td>
</tr>
<tr>
<td>1122 College Drive</td>
<td>President/CEO</td>
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<tr>
<td>Clarendon, TX 79226</td>
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<tr>
<td>Coastal Bend College</td>
<td>Beatriz T. Espinoza</td>
<td>(361) 358-2838</td>
</tr>
<tr>
<td>3800 Charco Road</td>
<td>President</td>
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<tr>
<td>Beeville, TX 78102</td>
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<tr>
<td>College of the Mainland Community College District</td>
<td>Warren Nichols</td>
<td>(409) 938-1211</td>
</tr>
<tr>
<td>1200 Amburn Road</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Texas City, TX 77591</td>
<td></td>
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</tr>
<tr>
<td>Collin County Community College District</td>
<td>H. Neil Matkin</td>
<td>(972) 758-3801</td>
</tr>
<tr>
<td>2800 East Spring Creek Parkway</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Plano, TX 75074</td>
<td></td>
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</tr>
<tr>
<td>Dallas County Community College - Brookhaven College</td>
<td>Thom Chesney</td>
<td>(972) 860-4700</td>
</tr>
<tr>
<td>3939 Valley View Lane</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Farmers Branch</td>
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<tr>
<td>Dallas, TX 75244-4906</td>
<td></td>
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<tr>
<td>Dallas County Community College - Cedar Valley College</td>
<td>Joe Seabrooks</td>
<td>(972) 860-8200</td>
</tr>
<tr>
<td>3030 North Dallas Avenue</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Lancaster, TX 75134</td>
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<tr>
<td>Institution</td>
<td>Address</td>
<td>President</td>
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<tr>
<td>Dallas County Community College - Eastfield College</td>
<td>3737 Motley Drive Mesquite, TX 75150</td>
<td>Jean Conway</td>
</tr>
<tr>
<td>Dallas County Community College - El Centro College</td>
<td>801 Main Street Dallas, TX 75202</td>
<td>Jose Adams</td>
</tr>
<tr>
<td>Dallas County Community College - Mountain View College</td>
<td>4849 West Illinois Avenue Irving, TX 75038-3899</td>
<td>Robert Garza</td>
</tr>
<tr>
<td>Dallas County Community College - North Lake College</td>
<td>5001 North MacArthur Boulevard Irving, TX 75038-3899</td>
<td>Christa Slejko</td>
</tr>
<tr>
<td>Dallas County Community College - Richland College</td>
<td>12800 Abrams Road Dallas, TX 75243-2199</td>
<td>Kay Eggleston</td>
</tr>
<tr>
<td>Dallas County Community College District</td>
<td>1801 South Lamar St. Dallas, TX 75215-1816</td>
<td>Joe May</td>
</tr>
<tr>
<td>Del Mar College</td>
<td>101 Baldwin Boulevard Corpus Christi, TX 78404</td>
<td>Mark Escamilla</td>
</tr>
<tr>
<td>El Paso Community College District</td>
<td>P.O. Box 20500 El Paso, TX 79998</td>
<td>William Serrata</td>
</tr>
<tr>
<td>Frank Phillips College</td>
<td>P.O. Box 5118 Borger, TX 79008-5118</td>
<td>Jud Hicks</td>
</tr>
<tr>
<td>Galveston College</td>
<td>4015 Avenue Q Galveston, TX 77550</td>
<td>Myles Shelton</td>
</tr>
<tr>
<td>Grayson College</td>
<td>6101 Highway 691 Denison, TX 75020</td>
<td>Jeremy McMillen</td>
</tr>
<tr>
<td>Hill College</td>
<td>112 Lamar Drive Hillsboro, TX 76845</td>
<td>Pamela Boehm</td>
</tr>
<tr>
<td>Houston Community College - Central Campus</td>
<td>1300 Hofman Houston, TX 77004</td>
<td>Muddassir Siddiqi</td>
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<tr>
<td>Houston Community College - Northeast Campus</td>
<td>401 Northline Mall Houston, TX 77022</td>
<td>Margaret Ford Fisher</td>
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<tr>
<td>Houston Community College - Northwest Campus</td>
<td>1550 Foxlake Drive, Suite 101 Houston, TX 77054</td>
<td>Zachary R. Hodges</td>
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<tr>
<td>Houston Community College - Southwest Campus</td>
<td>6815 Rustic Houston, TX 77087</td>
<td>Madeline Burrillo</td>
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<tr>
<td>Houston Community College System</td>
<td>3100 Main Street Houston, TX 77002</td>
<td>Cesar Maldonado-Chancellor</td>
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<tr>
<td>Howard College</td>
<td>1001 Birdwell Lane Big Spring, TX 79720</td>
<td>Cheryl T. Sparks</td>
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<tr>
<td>Kilgore College</td>
<td>1100 Broadway Kilgore, TX 75662</td>
<td>Brenda Kays</td>
</tr>
<tr>
<td>Laredo Community College</td>
<td>West End Washington Street Laredo, TX 78040-4395</td>
<td>Ricardo J. Solis</td>
</tr>
<tr>
<td>Lee College</td>
<td>200 Lee Drive Baytown, TX 77520-4703</td>
<td>Dennis Brown</td>
</tr>
<tr>
<td>Lone Star College - Cy-Fair</td>
<td>9191 Barker Cypress Road Houston, TX 77433</td>
<td>Seelpa Keshvala</td>
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<tr>
<td>Lone Star College - Kingwood</td>
<td>20000 Kingwood Drive Kingwood, TX 77339</td>
<td>Katherine Persson</td>
</tr>
<tr>
<td>Lone Star College - Montgomery</td>
<td>3200 College Park Drive Conroe, TX 77384</td>
<td>Rebecca L. Riley</td>
</tr>
<tr>
<td>Lone Star College - North Harris</td>
<td>2700 West West Thorne Drive Houston, TX 77073</td>
<td>Gerald F. Napoles</td>
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http://www.txhighereddata.org/interactive/institutionsshow.cfm?Type=1&Level=2
<table>
<thead>
<tr>
<th>Institution Name</th>
<th>Address</th>
<th>President Name</th>
<th>Phone Number</th>
</tr>
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<tbody>
<tr>
<td>Lone Star College - Tomball</td>
<td>30555 Tomball Parkway</td>
<td>Lee Ann Nutt</td>
<td>(281) 351-3300</td>
</tr>
<tr>
<td>Lone Star College - University Park</td>
<td>20515 SH249 (SH 249 and Louetta Road) Houston</td>
<td>Shah Ardalani</td>
<td>(281) 290-2600</td>
</tr>
<tr>
<td>Lone Star College System District</td>
<td>5000 Research Forest Drive The Woodlands, TX 77381-4399</td>
<td>Stephen C. Head</td>
<td>(832) 813-6500</td>
</tr>
<tr>
<td>McLennan Community College</td>
<td>1400 College Drive</td>
<td>Johnette McKown</td>
<td>(254) 289-8000</td>
</tr>
<tr>
<td>Midland College</td>
<td>3600 North Garfield</td>
<td>Steve Thomas</td>
<td>(432) 685-4500</td>
</tr>
<tr>
<td>Navarro College</td>
<td>3200 West 7th Avenue</td>
<td>Barbara Kavalan</td>
<td>(903) 674-6501</td>
</tr>
<tr>
<td>North Central Texas College</td>
<td>1525 West California Street Gainesville, TX 76240</td>
<td>Brent Wallace</td>
<td>(940) 668-7731</td>
</tr>
<tr>
<td>Northeast Texas Community College</td>
<td>2886 FM 1735 Chapel Hill Road Mount Pleasant, TX 75456-1307</td>
<td>Bradley W. Johnson</td>
<td>(903) 572-1911</td>
</tr>
<tr>
<td>Odessa College</td>
<td>201 West University Odessa, TX 79764</td>
<td>Gregory Williams</td>
<td>(432) 335-6400</td>
</tr>
<tr>
<td>Panola College</td>
<td>1109 West Panola Street Carthage, TX 75633</td>
<td>Gregory Powell</td>
<td>(903) 693-2000</td>
</tr>
<tr>
<td>Paris Junior College</td>
<td>2400 Clarksville Street Paris, TX 75460</td>
<td>Pamela Anglin</td>
<td>(903) 785-7661</td>
</tr>
<tr>
<td>Ranger College</td>
<td>1100 College Circle Ranger, TX 76470</td>
<td>William Campion</td>
<td>(254) 647-3234</td>
</tr>
<tr>
<td>San Jacinto College Central Campus</td>
<td>8060 Spencer Highway</td>
<td>Van Wigginton</td>
<td>(281) 476-1501</td>
</tr>
<tr>
<td>San Jacinto College North Campus</td>
<td>5800 Uvalde Road</td>
<td>William Raffo</td>
<td>(281) 458-4050</td>
</tr>
<tr>
<td>San Jacinto College South Campus</td>
<td>13735 Beamer Road Houston, TX 70889</td>
<td>Brenda Jones</td>
<td>(713) 484-1900</td>
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<tr>
<td>San Jacinto Community College</td>
<td>4624 Fairmont Parkway</td>
<td>Brenda Hellyer</td>
<td>(281) 988-6100</td>
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<tr>
<td>South Plains College</td>
<td>1401 College Avenue Levelland, TX 79336</td>
<td>Robin Satterwhite</td>
<td>(806) 894-9611</td>
</tr>
<tr>
<td>South Texas College</td>
<td>3201 West Pecan McAllen, TX 78502-9701</td>
<td>Shirley Reed</td>
<td>(956) 872-8311</td>
</tr>
<tr>
<td>Southwest Collegiate Institute for the Deaf</td>
<td>3200 Avenue C Big Spring, TX 79720</td>
<td>Cheryl T. Sparks</td>
<td>(915) 284-3700</td>
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<tr>
<td>Southwest Texas Junior College</td>
<td>2401 Garner Field Road Uvalde, TX 78801</td>
<td>Hector Gonzales</td>
<td>(830) 278-4401</td>
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<tr>
<td>Tarrant County College - Connect Campus</td>
<td>1500 Houston Street</td>
<td>Carlos Morales</td>
<td>(817) 515-1650</td>
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<tr>
<td>Tarrant County College - Northeast Campus</td>
<td>828 Harwood Road Hurst, TX 76054</td>
<td>Allen Goben</td>
<td>(817) 515-8223</td>
</tr>
<tr>
<td>Tarrant County College - Northwest Campus</td>
<td>4801 Marine Creek Parkway Fort Worth, TX 76179-3699</td>
<td>Zarina Blankenbaker</td>
<td>(817) 515-8223</td>
</tr>
<tr>
<td>Tarrant County College - South Campus</td>
<td>5301 Campus Drive Fort Worth, TX 76119</td>
<td>Peter Jordan</td>
<td>(817) 515-8223</td>
</tr>
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<td>Tarrant County College - Southeast Campus</td>
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<td>Contact Information</td>
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<tr>
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<td>300 Trinity Campus Circle</td>
<td>(817) 515-8223</td>
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<td>Fort Worth, TX 76102</td>
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<td>Tarrant County College District</td>
<td>1500 Houston Street</td>
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<td>Fort Worth, TX 76102</td>
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<tr>
<td>Temple College</td>
<td>2600 South First Street</td>
<td>(254) 288-8282</td>
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<td>2500 North Robison Road</td>
<td>(903) 838-4541</td>
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<tr>
<td>Texas Southmost College</td>
<td>80 Fort Brown</td>
<td>(956) 544-8200</td>
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<td></td>
<td>Brownsville, TX 78520</td>
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<tr>
<td>Trinity Valley Community College</td>
<td>100 Cardinal Drive</td>
<td>(903) 677-8822</td>
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<td></td>
<td>Athens, TX 75751</td>
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<tr>
<td>Tyler Junior College</td>
<td>P.O. Box 9020</td>
<td>(903) 510-2200</td>
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<td>2200 East Red River</td>
<td>(361) 573-3291</td>
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<td>Weatherford College</td>
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<td>Western Texas College</td>
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<td>Snyder, TX 79549</td>
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<tr>
<td>Wharton County Junior College</td>
<td>911 Boling Highway</td>
<td>(979) 532-4560</td>
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<td>Wharton, TX 77486</td>
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</table>
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
Oliver Commons
Underserved Area

This application qualifies for 5 points for Underserved Area under the following subsection:

(E) The Development Site is located 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 (5 points).

This application is located in Irving (population 228,776) in census tract 48113015305. The census tract is completely incorporated by the City of Irving. According to the HTC property inventory, neither this tract nor the surrounding tracts have an HTC development that has received an allocation within the past 15 years.

Surrounding tracts:
48113014406 48113015202 48113015205 48113015206 48113015306 48113015304 48113014408

Source: US Census
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Urban Core
Oliver Commons
Proximity to the Urban Core
AGENDA
Irving City Council Regular Meeting
Thursday, January 18, 2018 at 7:00 PM
City Hall, First Floor, Council Chambers
825 W. Irving Blvd., Irving, Texas 75060

Organizational Service Announcements

Invocation
Rabbi Frank Joseph, Congregation Irving Havurah

Pledge of Allegiance

Proclamations and Special Recognitions

Citizens' Forum
Citizens are invited to speak for three (3) minutes on matters relating to City government and on items not listed on the regular agenda.

Public Hearing: Items 1 through 38

CITY COUNCIL AGENDA

1 City Operations Update
   - Recognition of Irving Police Athletic League (PAL) Boxers

CONSENT AGENDA

2 Approving Work Session Minutes for Wednesday, December 13, 2017
3 Approving Regular Meeting Minutes for Thursday, December 14, 2017
4 Resolution -- Approving the Single Source Purchase from AXON Enterprise, Inc., in an Amount Not to Exceed $148,000.00 for Tasers and Related Equipment.

This meeting can be adjourned and reconvened, if necessary, the following regular business day.
Any item on this posted agenda could be discussed in executive session as long as it is within one of the permitted categories under sections 551.071 through 551.076 and section 551.087 of the Texas Government Code.
This facility is physically accessible and parking spaces for the disabled are available. Accommodations for people with disabilities are available upon request. Requests for accommodations must be made 48 hours prior to the meeting. Contact the City Secretary's Office at 972-721-2493 or Relay Texas at 7-1-1 or 1-800-735-2988.
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 January 26, 2018**

Eligible under §11.9(d)(3) of the 2018 QAP

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
<th>County</th>
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<tr>
<td>Bailey</td>
<td>Deaf Smith</td>
<td>Hockley</td>
<td>Navarro</td>
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<td>Dickens</td>
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<td>Ellis</td>
<td>Kaufman</td>
<td>Red River</td>
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<td>Cochran</td>
<td>Franklin</td>
<td>Kent</td>
<td>Rockwall</td>
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<tr>
<td>Collin</td>
<td>Hall</td>
<td>King</td>
<td>Terry</td>
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<td><strong>Dallas</strong></td>
<td>Hardeman</td>
<td>Lamb</td>
<td>Titus</td>
<td>Wichita</td>
</tr>
</tbody>
</table>

---

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

221 E. 11th St., Austin, TX 78701  Main Number: 512-475-3800  Email: info@tdhca.state.tx.us

P.O. Box 13941, Austin, TX 78711  Toll Free: 800-525-0657  Web: www.tdhca.state.tx.us

Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

Reley Texas: 800-735-2981 (TTY) and 711 (Voice).
2018 HTC Full Application

Part 2 Tab 10

Supporting Documents: Readiness to Proceed

NA
2018 HTC
Full Application

Part 2 Tab 11

Site Information Form
Part III
## Site Information Form Part III

### 1. Site Acreage

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4046</td>
<td>2.4046</td>
<td>NA</td>
<td>at 2.40</td>
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</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:

ESA is rounded to two decimal places.

### 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>Service First Mechanical LLC</td>
<td>Ralph F. Lamberti</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>2605 Douglas Ave.</td>
<td>Irving</td>
<td>TX</td>
<td>75062</td>
<td>5/24/17</td>
</tr>
</tbody>
</table>

Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member?  No

If "Yes," please explain:  NA

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?  No

Identify all of the sellers of the proposed property for the 36 months prior to the first day of the Application Acceptance Period and their relationship, if any, to members of the Development Team:

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>U CON Construction Inc.</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.

Expiration of Contract or Option: 12/31/18
Anticipated Closing Date: 12/31/18

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.

<table>
<thead>
<tr>
<th>Ingress/Egress and Easements</th>
<th>Relationship</th>
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</thead>
<tbody>
<tr>
<td>U CON Construction Inc.</td>
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</tr>
</tbody>
</table>
4. **30% increase in Eligible Basis “Boost” (9% and 4% HTC Only) - §11.4(c)**

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: __________________________
Support Documentation from Site Information Part III Should be Included Behind this Tab.

<p>| | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Control Documentation</td>
<td>Title Commitment or Policy</td>
<td></td>
</tr>
<tr>
<td>NA</td>
<td>Each of the Direct Loan exhibits identified below (as applicable)</td>
<td></td>
</tr>
</tbody>
</table>

Increase in Eligible Basis (30% Boost)

<p>| | | |</p>
<table>
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<tbody>
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<tr>
<td>Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.</td>
<td></td>
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<tr>
<td>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</td>
<td></td>
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</tr>
<tr>
<td>SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable</td>
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</tbody>
</table>

Site & Neighborhood Standards (New Construction Direct Loan only)

Confirm the following supporting documents are provided behind this tab.

<p>| | | |</p>
<table>
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<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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 <a href="http://www.census.gov">www.census.gov</a>.</td>
<td></td>
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</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT –
UNIMPROVED PROPERTY
(Oliver Commons)

THIS ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT –
UNIMPROVED PROPERTY (this “Assignment”) is made as of the 23rd day of January, 2018,
by and between SAIGEBROOK LAND HOLDINGS, LLC, a Texas limited liability company
(“Assignor”), and OLIVER COMMONS, LLC, a Texas limited liability company (“Assignee”).

RECITALS

A. SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company
(“Seller”) and Assignor heretofore entered into that certain Purchase Agreement dated as of
January 5, 2018, as amended by that certain Amendment to Purchase Agreement dated as of
January 23, 2018 (collectively, 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 LAND HOLDINGS, LLC,
a Texas limited liability company

By: __________________________
    Lisa Stephens, President

ASSIGNEE:

OLIVER COMMONS, LLC,
a Texas limited liability company

By: Saigebrook Oliver, 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
AMENDMENT TO PURCHASE AGREEMENT

(Oliver Commons)

THIS AMENDMENT TO PURCHASE AGREEMENT (the “Amendment”) is made by and between SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company (“Seller”) and SAIGEBROOK LAND HOLDINGS, LLC, a Texas limited liability company (“Purchaser”).

RECITALS

A. Seller is a party to that certain Commercial Contract – Unimproved Property dated as of December 12, 2017, between Service First Mechanical, LLC, a Texas limited liability company, as seller, and Seller, as purchaser (the "Underlying Contract"), pursuant to which Seller agreed to purchase the property described and/or depicted in the Underlying Contract (the "Overall Property").

B. Seller and Purchaser are parties to that certain Purchase Agreement dated January 5, 2018 (the “Agreement”) for the purchase and sale of a portion of the Overall Property as more particularly described in the Agreement (the “Premises”).

C. Seller and Purchaser desire to amend the Agreement to modify the definition of the Premises and to change the Purchase Price, all as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, 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, the parties agree as follows:

1. Premises. The term “Premises” is hereby modified to include the entire Overall Property as depicted on Exhibit A attached hereto.

2. Purchase Price. The term “Purchase Price” is hereby increased to Two Million Twenty Thousand and No/100 Dollars ($2,020,000.00).

3. Binding Effect: This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

4. Headings: Headings in this Amendment are for convenience and reference only and shall not be used to interpret or construe its provisions.

5. Counterparts: This Amendment 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. Either party or both parties shall be permitted to electronically execute this Amendment and all other related documents, in accordance with Texas Statutes Chapter 322.
6. **Conflict:** In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail. Except as modified herein, the Agreement remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

[Signatures Appear on Following Page]
IN WITNESS WHEREOF, the parties hereto hereby execute this Amendment as of the 23rd day of January, 2018.

"SELLER"

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company

By: ___________________________
Name: Lisa M. Stephens
Title: President

"PURCHASER"

SAIGEBROOK LAND HOLDINGS, LLC, a Texas limited liability company

By: ___________________________
Name: Lisa M. Stephens
Title: President
PURCHASE AGREEMENT

(Oliver Commons)

THIS PURCHASE AGREEMENT (the “Agreement”) is made by and between
SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company (“Seller”) and
SAIGEBROOK LAND HOLDINGS, LLC, a Texas limited liability company (“Purchaser”).

RECITALS

A. Seller is a party to that certain Commercial Contract – Unimproved Property
dated as of December 12, 2017, between Service First Mechanical, LLC, a Texas limited liability
cOMPANY, as seller, and Seller, as purchaser (the “Underlying Contract”), pursuant to which
Seller agreed to purchase the property described and/or depicted on Exhibit "A" hereto (the
"Property”).

B. Seller desires to convey to Purchaser that portion of the Property described and/or
depicted on Exhibit "B" hereto (the "Premises"), and Purchaser desires to acquire the Premises
from Seller, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, 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, the parties agree as follows:

1. Premises. Seller shall convey to Purchaser, and Purchaser shall purchase from
Seller, the Premises.

2. Purchase Price. Purchaser shall pay to Seller at Closing the sum of One Million
Ten Thousand and No/100 Dollars ($1,010,000.00), subject to adjustments, credits, and
prorations as set forth herein (the “Purchase Price”).

3. Independent Consideration. In the event this Agreement is terminated at any time
prior to the Closing (as defined below), Purchaser shall pay Seller the sum of One Hundred and
No/100 Dollars ($100.00) as independent consideration for Purchaser’s right to purchase the
Premises pursuant to this Agreement and for Seller’s execution, delivery and performance of its
obligations under this Agreement.

4. Title Insurance and Survey. Seller shall provide to Purchaser a title commitment
(the “Title Commitment”) for an owner’s title insurance policy (the “Title Policy”) issued by an
agent of First American Title Insurance Company or other title insurance company selected by
Purchaser (the “Title Insurance Company”) covering title to the Premises. Purchaser may obtain
a survey of the Premises at Purchaser’s cost (the “Survey”).

5. Unpermitted Exceptions and Survey Defects. If the Survey, the Title
Commitment, or Purchaser’s inspection of the Premises or any improvements thereon discloses
any exceptions, requirements, necessary repairs, encroachments, or other issues which are not
acceptable to Purchaser, in Purchaser’s sole discretion, Purchaser shall have the right to either (a) terminate this Agreement upon written notice given to Seller on or before March 31, 2018 with neither party having any further obligation hereunder, or (b) waive such objection and proceed to consummation of the transactions contemplated by this Agreement (the "Closing") with no requirement that Seller make any changes or repairs.

6. Seller’s Documents. Seller shall execute and deliver to Purchaser at Closing, the following:

(a) A special warranty deed executed by Seller conveying to Purchaser fee simple title to the Premises;

(b) Such other closing documents as reasonably may be required to consummate the transaction or which may be required by the Title Insurance Company in order to issue the Title Policy as required by the Title Commitment.

7. Expense Provisions. Any and all costs related to the Closing including but not limited to the cost of recording the deed, the cost of the Survey, and the title insurance premium shall be paid by Purchaser at Closing.

8. Closing. Subject to the terms and conditions hereof, the Closing of this transaction shall be completed, on or before August 31, 2018 (the “Closing Date”). At Purchaser’s option, the Closing may be held sooner so long as Purchaser gives Seller notice of the revised Closing Date. Purchaser shall also have the right to extend the Closing Date upon written notice to Seller, but to no later than December 31, 2018, so long as Purchaser gives Seller notice of the revised Closing Date. Seller shall deliver exclusive possession of the Premises to Purchaser on the Closing Date.

9. Taxes and Expenses. Real estate taxes shall be prorated as of the day of Closing. Purchaser shall be responsible for all real estate taxes or other expenses which are due on or after Closing.

10. Contract Construction. This Agreement shall not be interpreted against either party solely because such party drafted the Agreement.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned by Purchaser without the approval of any other person.

12. No Representations or Warranties. Seller makes no representations or warranties to Purchaser and it is agreed by Seller and Purchaser that the Premises is sold in as “as is” and “where is” condition with no reliance on any representations made by Seller. Purchaser agrees that it will complete its due diligence on or before March 31, 2018 to determine whether or not the Premises and any improvements thereon are fit for Purchaser’s intended purposes.

13. Amendments. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser,
14. **Law.** This Agreement shall be governed by and construed in accordance with Texas law.

15. **Section Headings.** The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision hereof.

16. **Merger of Prior Agreements.** This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

17. **Attorneys’ Fees and Costs.** In any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to an award of its attorneys’ fees, whether incurred before, after or during trial, or upon any appellate level.

18. **Time.** Time is of the essence with respect to each and every term of this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 P.M. Central Time on the next ensuing business day.

19. **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. Either party or both parties shall be permitted to electronically execute this Agreement in accordance with Texas Statutes Chapter 322.

20. **Default.** In the event of a default by Seller, Purchaser shall be entitled to demand and receive specific performance of this Agreement.

[Signatures Appear on Following Page]
WITNESS, the due execution hereof this 5th day of January 2018.

"SELLER"

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company

By: [Signature]
Name: Lisa M. Stephens
Title: President

"PURCHASER"

SAIGEBROOK LAND HOLDINGS, LLC, a Texas limited liability company

By: [Signature]
Name: Lisa M. Stephens
Title: President
EXHIBIT "A"

The Property
EXHIBIT "B"

The Premises
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

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

Seller: Service First Mechanical, LLC
Address: 2605 Douglas Ave, Irving, Texas 75062
Phone: E-mail: service.first@yahoo.com
Fax: Other:

Buyer: Saigebrook Development, LLC and/or assigns
Address: 421 West 3rd Street, Suite 1504, Austin, TX 78701
Phone: (512)383-5470 E-mail: megan@ao-sda.com
Fax: Other: lisa@saigebrook.com

2. PROPERTY:
A. "Property" means that real property situated in Dallas County, Texas at 3090 Rock Island Rd, Irving, Texas 75060 (address) and that is legally described on the attached Exhibit A or as follows:

ROADWAY EXPRESS 2ND INST BLK A LT 1 ACS 2.4046

B. Seller will sell and convey the Property together with:
   (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
   (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
   (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:
A. At or before closing, Buyer will pay the following sales price for the Property:
   (1) Cash portion payable by Buyer at closing $2,020,000
   (2) Sum of all financing described in Paragraph 4
   (3) Sales price (sum of 3A(1) and 3A(2)) $2,020,000
Commercial Contract - Unimproved Property

3090 Rock Island Rd, Irving, Texas 75060

B. Adjustment to Sales Price: (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.

☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.
   (a) The sales price is calculated on the basis of $ ___________ per:
       (i) square foot of □ total area □ net area.
       (ii) acre of □ total area □ net area.
   (b) “Total area” means all land area within the perimeter boundaries of the Property. “Net area” means total area less any area of the Property within:
       (i) public roadways;
       (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
       (iii) ____________________________
   (c) If the sales price is adjusted by more than ______% of the stated sales price, either party may terminate this contract by providing written notice to the other party within ______ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

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

☐ A. Third Party Financing: One or more third-party loans in the total amount of $ ___________.
   This contract:
   (1) is not contingent upon Buyer obtaining third party financing;
   (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1934);

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1934), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ ___________.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1934) in the amount of $ ___________.

5. EARNEST MONEY:

A. Not later than 2 days after the effective date, Buyer must deposit $ 25,000 as earnest money with First American Title Insurance Company (title company) at 420 S. Orange Ave, Ste 250, Orlando, FL (address) TBD (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money. See Addendum to Commercial Contract - Unimproved Property.

B. Buyer will deposit an additional amount of $ ___________ with the title company to be made part of the earnest money on or before:
   (i) _______ days after Buyer's right to terminate under Paragraph 7B expires; or
   (ii) ________
   Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

(TAR-1802) 1-1-16
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY: See Addendum to Commercial Contract - Unimproved Property

A. Title Policy:

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

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

(3) Within ______ days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer’s address.

B. Survey: Within ______ days after the effective date:

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

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

☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller’s most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller’s expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller ______ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

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

(1) Within ______ days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special-flood-hazard area (an “A” or “V” zone as defined by FEMA). If Paragraph 6B(1) applies,
Commercial Contract - Unimproved Property concerning 
3090 Rock Island Rd, Irving, Texas 75060

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

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

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

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

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

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

C. Inspections, Studies, or Assessments:

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

(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury, Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within ___ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
   - [ ] (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
   - [ ] (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
   - [ ] (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
   - [ ] (d) copies property tax statements for the Property for the previous 2 calendar years;
   - [ ] (e) plats of the Property;
   - [ ] (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
   - [x] (g) Copies of all documents above in Seller's possession

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

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

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

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
   - [ ] (1) any failure by Seller to comply with Seller's obligations under the leases;
   - [ ] (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
   - [ ] (3) any advance sums paid by a tenant under any lease;
   - [ ] (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
Commercial Contract - Unimproved Property concerning 3090 Rock Island Rd, Irving, Texas 75060

(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

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

9. BROKERS:

A. The brokers to this sale are:

<table>
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<tr>
<th>Principal Broker:</th>
<th>Cooperating Broker:</th>
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<tbody>
<tr>
<td>John Wilcox</td>
<td>Staton Standridge</td>
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<tr>
<td>Agent:</td>
<td>Agent:</td>
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<td>Address:</td>
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<td>License No.:</td>
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Principal Broker: (Check only one box.)

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

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

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

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

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<tr>
<th>Principal Broker</th>
<th>Cooperating Broker</th>
</tr>
</thead>
<tbody>
<tr>
<td>a total cash fee of:</td>
<td>a total cash fee of:</td>
</tr>
<tr>
<td>% of the sales price.</td>
<td>% of the sales price.</td>
</tr>
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The cash fees will be paid in Tarrant County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

(TAR-1802) 1-1-16

Initiated for identification by Seller and Buyer

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10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) [ ] _____ days after the expiration of the feasibility period.
   [X] August 31, 2017 (specific date).
   [X] See Addendum to Commercial Contract - Unimproved Property
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15 — and Addendum to Commercial Contract - Unimproved Property

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

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

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

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

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

See Addendum to Commercial Contract - Unimproved Property

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller's loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee;
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
   (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

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

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

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

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

18. ESCROW:

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

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

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

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

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

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

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
☐ A—Seller is not aware of any material defects to the Property except as stated in the attached Commercial
Property Condition Statement (TAR-1408).
☐ B—Except as otherwise provided in this contract, Seller is not aware of:
   (1) any subsurface: structure, pits, waste, springs, or improvements;
   (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
   (3) any environmental hazards or conditions that materially affect the Property;
   (4) whether the Property is or has been used for the storage or disposal of hazardous materials or
toxic waste, a dump site or landfill, or any underground tanks or containers;
   (5) whether radon, asbestos containing materials, urea formaldehyde foam insulation, lead based
paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other
pollutants or contaminants of any nature now exist or ever existed on the Property;
   (6) any wetlands, as defined by federal or state law or regulation, on the Property;
   (7) any threatened or endangered species or their habitat on the Property;
   (8) any present or past infestation of wood-destroying insects on the Property's improvements;
   (9) any contemplated material changes to the Property or surrounding area that would materially and
detrimentally affect the ordinary use of the Property;
   (10) any condition on the Property that violates any law or ordinance.

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

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

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

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

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and
permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.
Commercial Contract - Unimproved Property concerning 3090 Rock Island Rd, Irving, Texas 75060

If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.
C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)
   (1) Property Description Exhibit identified in Paragraph 2;
   (2) Commercial Contract Financing Addendum (TAR-1931);
   (3) Commercial Property Condition Statement (TAR-1408);
   (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
   (5) Notice to Purchaser of Real Property in a Water District (MUD);
   (6) Addendum for Coastal Area Property (TAR-1915);
   (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
   (8) Information About Brokerage Services (TAR-2501); and
   (9) Addendum to Commercial Contract - Unimproved Property

E. Buyer may or may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:
   A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
   B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
   C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purhchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

(TAR-1802) 1-1-16

Initialed for Identification by Seller[Signature] and Buyer[Signature]
D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality’s ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment’s normal operating level. Seller hereby notifies Buyer: “The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.”

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

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

Seller: Service First Mechanical, LLC

By: RALPH E. LAMBERT
Printed Name: RALPH E. LAMBERT
Title: Manager

By:
Printed Name:
Title:

Buyer: Saigebrook Development, LLC

By: Lisa Stephens
Printed Name: Lisa Stephens
Title: President

By:
Printed Name:
Title:
AGREEMENT BETWEEN BROKERS

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

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

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

Principal Broker: Staton Standridge
Cooperating Broker: John Wilcox, attorney at law

By: ____________________________

ATTOREYS

Seller's attorney: Allred & Wilcox PLLC
Address: 1022 E. 15th St,
Plano, TX 75062
Phone & Fax: 214-939-0897
E-mail: jw@allredwilcox.com
Seller's attorney requests copies of documents, notices, and other information:
X the title company sends to Seller.
Buyer sends to Seller.

Buyer's attorney: Robert Cheng, Shutts & Bowen, LLP
Address: 200 South Biscayne Boulevard, Suite 4100,
Miami, FL 33131
Phone & Fax: E-mail: RCheng@shutts.com
Buyer's attorney requests copies of documents, notices, and other information:
the title company sends to Buyer.
Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:
X A. the contract on this day December 14, 2017 (effective date):
X B. earnest money in the amount of $ 25,000.00 in the form of wire

First American Title
Address: 420 S. Orange Ave, Suite 250
Orlando, FL 32801
Phone & Fax: 407-244-0001/ 888-216-9921
E-mail: ryanque@firstam.com

Assigned file number (GF#): NCS-883175
ADDITIONAL ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this "Addendum") is by and between SERVICE FIRST MECHANICAL, LLC, a Texas limited liability company ("Seller"), whose office address is 2605 Douglas Avenue, Irving, Texas 75062, and SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, its successors and/or assigns ("Buyer"), whose office address is 421 West 3rd Street, Suite 1504, Austin, Texas 78701. The effective date of this Addendum shall be the date that this Addendum is fully executed by Seller and Buyer (the "Effective Date").

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Unimproved Property of even date herewith (the "Contract");

WHEREAS, Seller and Buyer desire to modify and supplement the Contract as more particularly set forth herein.

NOW, THEREFORE, in consideration of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the Contract is hereby modified and supplemented to include the following provisions:

I. Title Commitment. Notwithstanding anything contained in Section 6 of the Contract, the following provisions shall govern and control Buyer's review of and objection to title to the Property:

(a) Within the Feasibility Period, Buyer may, at its sole expense, obtain (i) a title insurance commitment (the "Title Commitment") for a fee owner's title insurance policy covering the Property (the "Title Policy") from a title insurance company selected by Buyer (the "Title Company") and (ii) a survey of the Property (the "Survey").

(b) Buyer shall, no later than the end of the Feasibility Period, 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 Buyer does not timely object to, and which are not items set forth in Sections 1(c)(ii)-(iv) below, shall be deemed "Permitted Exceptions." If Buyer notifies Seller of any title objections, Seller has ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the title objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that this Contract is terminated, in which case the Earnest Money shall be refunded to Buyer. If Buyer does not terminate this Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has agreed to cure and Buyer shall be deemed to have waived any remaining Title Objections.

(c) Notwithstanding anything in Section 1(b) above, at or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which Seller has elected, or is deemed to have elected, to cure pursuant to Section 1(b) hereof, (ii) any mortgages, deeds of trust or judgment liens, (iii) construction liens and other liens (other than the lien of real estate taxes and assessments not yet due and payable) concerning the Property provided for by
statute, code or ordinance, or created by express grant in writing by Seller, and (iv) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date.

(d) From time to time prior to Closing, Buyer 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 within ten (10) days following receipt of same Buyer objects in writing 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 subparagraph 6(C) of the Contract shall apply to those matters.

2. Earnest Money: Progress Payments.

(a) Within two (2) business days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Twenty-Five Thousand and No/100 Dollars ($25,000.00) (the “Escrow Deposit”) with the Title Company (the “Escrow Agent”). If Buyer fails to terminate the Contract and this Addendum prior to the expiration of the Feasibility Period, the Escrow Deposit shall be non-refundable to Buyer (except as otherwise expressly provided for in the Contract and this Addendum) and credited to the Purchase Price at Closing (as hereinafter defined), unless a party is in default under the Contract or this Addendum, in which case the Escrow Deposit, less $2,500.00, which shall constitute independent consideration (the “Independent Consideration”), together with any interest accrued thereon, if any, shall be disbursed by Escrow Agent to the appropriate party in accordance with the applicable provisions of the Contract and this Addendum. Notwithstanding anything contained in the Contract or this Addendum to the contrary, portions of the Escrow Deposit shall become non-refundable to Purchaser in all events as follows:

(i) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on January 31, 2018, the $2,500.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer and released to Seller, provided that, if Closing does not occur as a result of a termination of the Contract pursuant to Section 8 of the Addendum, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation Seller shall refund such amount;

(ii) if the Contract has not been terminated by Buyer 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 Buyer and released to Seller, provided that, if Closing does not occur as a result of a termination of the Contract pursuant to Section 8 of the Addendum, Seller’s inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation Seller shall refund such amount;

(iii) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on April 30, 2018, $10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer and released to Seller, for an aggregate hard Escrow Deposit of $20,000.00, provided that, if Closing does not occur as a result of a termination of the Contract pursuant to Section 8 of the Addendum, Seller’s inability to deliver
indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation Seller shall refund such amount.

(b) In addition to the Escrow Deposit, Buyer shall be responsible for making progress payments to Seller as follows:

(i) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on May 31, 2018, Buyer shall pay directly to Seller an additional $10,000.00, which amount shall be non-refundable and non-applicable to the Purchase Price, provided, however, said amount shall be returned to Buyer if Closing does not occur as a result of a termination of the Contract pursuant to Section 8 of the Addendum, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation; and

(ii) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on June 29, 2018, Buyer shall deposit with Escrow Agent an additional $10,000.00, which amount shall be non-refundable and shall not applicable to the Purchase Price, provided, however, said amount shall be returned to Buyer if Closing does not occur as a result of a termination of the Contract pursuant to Section 8 of the Addendum, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation; and

(iii) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on July 31, 2018, Buyer shall deposit with Escrow Agent an additional $10,000.00, which amount shall be non-refundable and non-applicable to the Purchase Price, provided, however, said amount shall be returned to Buyer if Closing does not occur as a result of a termination of the Contract pursuant to Section 8 of the Addendum, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation.

3. Legal Description. Notwithstanding any contrary provision in the Contract or herein, if Buyer’s Survey produces a legal description which includes land not described in the deed vesting title in Seller, Seller shall convey such excess parcel by a deed without warranty.

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

(a) The execution, delivery and performance by Seller of the Contract, as supplemented by this Addendum, 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.

(b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors’ rights generally and subject to general
principles of equity (regardless of whether enforcement is sought in a proceeding of law or in equity).

(c) Seller owns the Property in fee simple, subject only to the Permitted Exceptions.

(d) Seller is duly organized and validly existing under the laws of its respective jurisdiction of organization and is authorized to transact business in the State of Texas, with full power and authority to enter into and perform the Contract and this Addendum in accordance with their terms.

(e) There are no actions, suits or proceedings pending or, to Seller's 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 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.

(h) Neither the execution and delivery of the Contract or this Addendum by Seller, nor the consummation by Seller of the transactions 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 members 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 the Contract, Seller shall maintain (i) the Property in substantially the same condition as it is in on the Effective Date, subject to any change thereto as may be required by any applicable governmental authority and (ii) all insurance policies, if any, for the Property as of the Effective Date in full force and effect through Closing; provided that, notwithstanding anything in the Contract or this Addendum to the contrary, Seller may continue to build, complete and use the warehouse currently under construction on the Property prior to the Closing and will be permitted to use and remove and retain (without cost) any and all materials and building on the Property as of Closing for up to 60 days following the Closing subject to Section 11 of this Addendum.

(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.
(k) Unless otherwise permitted under the Contract or this Addendum, Seller shall not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property, or pursue any re-zoning of the 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) 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. 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 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) Subject to easements of record as of the Effective Date, there are no leases, tenancies, or other rights of occupancy or use of any portion of the Property.

(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) There are no Open Permits or Code Violations (as hereinafter defined) which affect the Property which have resulted in any citation or written notice to Seller. As used herein "Code Violations" means violations of which Seller has received actual notice of pursuant to applicable laws, ordinances, rules, requirements, or zoning, building, fire or other codes of any governmental agency, body or subdivision thereof with respect to the Property and "Open Permits" means any open permits with respect to the Property.

(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.

The representations contained in this Section 4 (a), (b), (c), (h), (j), (k), (m) and (q) shall survive the Closing for a period of six (6) months, but no other representations contained in this
Section 4 shall survive the delivery of the Deed.

5. Governmental Approval Applications. Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation and at no cost to Seller, join in or otherwise consent to any and all 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, in Buyer's reasonable opinion, are necessary or desirable for the development of the Property for Buyer's Intended Use, including, without limitation, the Zoning Approval or the Modified Zoning Approval (as such terms are hereinafter defined). Buyer's "Intended Use" shall refer to the development of the Property with no less than one hundred (100) multifamily residential units; provided that, notwithstanding the foregoing to the contrary, under no circumstances will Buyer seek any zoning change that is not the Zoning Approval or the Modified Zoning Approval and under not circumstances will Seller be required to take any action or assist with any zoning change that is not the Zoning Approval or the Modified Zoning Approval.

6. Closing Conditions. Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the “Closing Conditions”), unless waived in writing by Buyer 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; provided that, Seller's completion and use of the existing warehouse under construction will not be deemed to be a material, adverse change.

(b) By Closing, Buyer shall have obtained TDHCA Financing (as hereinafter defined), or Buyer shall have waived in writing the requirement and condition precedent to obtain TDHCA Financing. For purposes of this Addendum, 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”), combined with (ii) such other resources which may be awarded by TDHCA during this application cycle concurrent with the Tax Credits in an amount sufficient, in Buyer's sole and absolute discretion, to enable Buyer to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (iii) a binding commitment acceptable to Buyer in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor.

(c) By Closing, Buyer shall have obtained all necessary approvals from the City of Irving, with all time to appeal such approval having expired and no appeal then pending and no appeal instituted, to either (i) cause the Property to be rezoned as a “Planned Development,” which shall include the existing commercial uses, and specifically does not exclude such uses, provided that, in the event Closing does not occur, Seller's existing use is not disturbed (the
"Zoning Approval"), or (ii) accept the current zoning designation, but with the additional permitted use to allow Buyer’s Intended Use (the “Modified Zoning Approval”).

In addition to any rights or remedies that Buyer may be entitled to under the Contract and this Addendum, if (a) any of the Closing Conditions are not satisfied by the time specified above, or (b) Buyer shall have made a good faith determination that its application for TDHCA Financing will not be successful, then in any such event, Buyer shall have the right to terminate the Contract and this Addendum upon delivering written notice to Seller, and the Earnest Money (less the Independent Consideration) shall be returned to Buyer and all further obligations of the parties hereunder shall terminate, except those that expressly survive termination hereof. With respect to Section 6(b) above, Buyer’s withdrawal of its application for Tax Credits shall not be a condition precedent to the return of any portion of the Escrow Deposit; provided that, notwithstanding the foregoing to the contrary, Seller will retain any portion of the Escrow Deposit deemed hard pursuant to Sections 2(a)(i), (ii), and (iii), and any payments made pursuant to 2(c)(i), (ii) and (iii) or Section 7 shall also be retained by Seller.

7. **Closing.** Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Contract and this Addendum and subject to the terms and conditions of the Contract and this Addendum, Closing shall take place at the offices of the Title Company at 10:00 a.m. Central Time, or by mail, on or before August 31, 2018 (the “Closing Date”). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least thirty (30) days prior to the new Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than December 31, 2018) by exercising up to four (4) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a “Closing Extension”). If Buyer 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 Buyer, 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. Each Extension Fee is non-refundable upon payment to Seller, except if Closing does not occur due to a default by Seller under the Contract or this Addendum or Seller’s inability to deliver indefeasible title to the Property subject only to Permitted Exceptions, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will receive a credit toward its payment of the Purchase Price for each Extension Fee paid to Seller.

8. **Seller Default.** Sections 15(B) and 15(C) of the Contract are hereby deleted in their entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract or this Addendum under any provision hereof and Buyer 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 material breach or default hereunder in any respect, including, but not limited to, being in material breach of a representation or warranty, then Seller shall be in default under the Contract and this Addendum and Buyer may elect, as its sole and exclusive remedy, either to (i) terminate the Contract and this
Addendum and (1) receive the return of the Earnest Money and any interest accrued thereon, and (2) if the default or breach is the result of an intentional act or omission on the part of Seller, recover from Seller damages in an amount equal to all out of pocket costs and expenses incurred by Buyer in connection with the proposed acquisition and development of the Property, but not to exceed $100,000.00, or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller’s default consists of a sale of the Property to a third party in violation of Buyer’s rights under the Contract and this Addendum, Buyer shall have the right to pursue any legal remedy available at law or in equity. Nothing contained herein shall be deemed to limit the obligations of Seller or the remedies of Buyer available at law or in equity with respect to a breach or a default by Seller of any obligation hereunder to the extent that the Contract or this Addendum specifically provides that such obligation shall survive Closing or the earlier termination of the Contract and this Addendum.

9. 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 the Contract and this Addendum, other than Staton Standridge of Davidson and John Wilcox whose commissions, including, but not limited, to a three percent (3%) commission owed to Mr. Wilcox, shall be paid by Buyer 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 commissions in connection with the Contract 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 9. The provisions of this Section 9 shall survive Closing or the earlier termination of the Contract and this Addendum.

10. Escrow Deposit.

(a) The Escrow Deposit shall be held in escrow by the Title Company and paid over or disbursed according to the terms of the Contract and this Addendum (together, the “Agreement”), and, unless otherwise refunded or released to Seller pursuant to the terms of the Agreement, the Escrow Deposit shall be paid over and applied against the Purchase Price at Closing. The Escrow Deposit shall be deposited by the Title Company in an interest bearing account at First American Trust, FSB Investment Bank Account, a federally insured depository institution. Any interest earned on the Escrow Deposit will be paid to the party that becomes entitled to the Escrow Deposit. 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 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.

(b) In the event of any disagreement between Buyer 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 Buyer 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 Buyer and Seller, or (b) shall have finally been determined in a court of competent jurisdiction in Dallas County, Texas. Additionally, at its discretion Title Company may proceed with filing an interpleader action in Dallas County, Texas. Upon depositing the Escrow Deposit with a court of competent jurisdiction in Dallas County, Texas, Title Company shall be released from any further obligation, responsibility or liability under the Agreement and shall be entitled to seek reimbursement out of the Escrow Deposit for its costs and reasonable 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 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 the Agreement and to follow the directions in such instructions or notice provided in accordance with the terms hereof.

(c) The Seller and Buyer hereby agree to jointly and severally 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 serving as Title Company under 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.

(d) The Title Company may resign as escrow agent hereunder by giving thirty (30) days written notice hereof to Buyer and Seller. Within ten (10) days after receipt of such notice, Buyer and Seller shall furnish to the Title Company written instructions for the release of the Escrow Deposit and corresponding escrow documents. If the Buyer 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 escrow agent 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 further obligation, responsibility and liability under this Agreement. Furthermore, Title Company shall be entitled to be reimbursed out of the Escrow Deposit for its costs and reasonable attorney’s fees that are incurred as a result of having to petition the court for the appointment of a successor.

11. Removal of Warehouse. Seller shall have until 5:00 p.m. Central Time on the sixtieth (60th) day after Closing to remove all or any portion of Seller’s warehouse currently located on the Property. Prior to entering the Property, Seller shall provide Buyer satisfactory evidence of general commercial liability insurance, on terms and in reasonable amounts, to cover any accident arising in connection with the presence on the Property of Buyer and all parties acting on behalf of Buyer. In the event Seller shall fail to remove the warehouse from the Property within the aforementioned time period, the warehouse and its contents shall be deemed to have been abandoned and title to same shall automatically pass to Buyer. It is understood and agreed that under no
circumstances shall Buyer have any obligation to maintain property or casualty insurance with respect to the warehouse improvements or its contents. The provisions of this Section 11 shall survive Closing.

12. **WAIVER OF JURY TRIAL.** SELLER AND BUYER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE CONTRACT OR THIS ADDENDUM OR THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE CONTRACT AND THIS ADDENDUM. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

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

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

15. **Counterparts.** The Contract and this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute 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. Either party or both parties shall be permitted to electronically execute the Contract, this Addendum and all other related documents, in accordance with Texas Statutes Chapter 322.

16. **Conflict.** In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall prevail. Except as modified herein, the Contract remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

[Signatures appear on following page]
IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the Effective Date.

SELLER:

SERVICE FIRST MECHANICAL, LLC, a Texas limited liability company

By: ____________________________
   Ralph F. Lambert, Manager

Date: 12/11/17

BUYER:

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company, and/or assigns

By: ____________________________
   Lisa Stephens, President

Date: 12-12-17
Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers, and landlords.

Types of Real Estate License Holders:
- A broker is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A sales agent must be sponsored by a broker and works with clients on behalf of the broker.

A Broker’s Minimum Duties Required by Law (A client is the person or party that the broker represents):
- Put the interests of the client above all others, including the broker’s own interests.
- Inform the client of any material information about the property or transaction received by the broker.
- Answer the client’s questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A License Holder Can Represent a Party in a Real Estate Transaction:

As Agent for Owner (Seller/Landlord): The broker becomes the property owner’s agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner’s agent must perform the broker’s minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer’s agent.

As Agent for Buyer/Tenant: The broker becomes the buyer/tenant’s agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer’s agent must perform the broker’s minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the seller or seller’s agent.

As Agent for Both - Intermediary: To act as an intermediary between the parties, the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold underlined print, set forth the broker’s obligations as an intermediary. A broker who acts as an intermediary:
- Must treat all parties to the transaction impartially and fairly;
- May, with the parties’ written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction;
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

As Subagent: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent does not represent the buyer and must not represent the interests of the owner first.

To Avoid Disputes, All Agreements Between You and a Broker Should Be in Writing and Clearly Establish:
- The broker’s duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

License Holder Contact Information: This notice is being provided for information purposes. It does not create an obligation for you to use the broker’s services. Please acknowledge receipt of this notice below and retain a copy for your records.

Davidson Bogel Real Estate, LLC
Licensed Broker/Broker Firm Name or Primary Assumed Business Name
Michael Edward Bogel II
Designated Broker of Firm
Staton Standridge
Licensed Supervisor of Sales Agent/Associate
N/A
Sales Agent/Associate’s Name
Buyer/Tenant/Seller/Landlord Initials

9004427  info@db2re.com  214-526-3626
598526  ebogel@db2re.com  214-526-3626
674092  sstandridge@db2re.com  214-526-3626
N/A  N/A  N/A

Regulated by the Texas Real Estate Commission
Information available at www.trec.texas.gov

IABS 1-0

11-2-2015
December 15, 2017

Saigebrook Development, LLC
Lisa Stephens
421 West 3rd Street, Suite 1504
Austin, TX 78701

**RE:** Escrow - purchase from Service First Mechanical, LLC
3090 Rock Island Road, (3100 Rock Island), Irving, TX 75060
NCS-883175-MIA

Dear Lisa Stephens:

Let this letter serve as notification that First American Title Insurance Company is in receipt of a Wire Transfer in the amount of $25,000.00 received on December 14, 2017 for the above referenced contract.

As of December 15, 2017, the monies have been deposited into our general escrow account on behalf of Saigebrook Development, LLC.

Should you prefer funds be invested in an interest bearing account, please complete and sign the attached W-9 Form, making sure to include your Tax Identification Number where indicated on the form.

Thank you and should you have any questions or concerns, feel free to contact me.

Very truly yours,

Caity Spellman for Rachael Yenque
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.

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

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

By its issuing agent, Republic Title of Texas, Inc.

-----------------------------------------------
Authorized Signature
Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company’s promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company’s decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are 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 the Company’s decision to insure the title except for certain risks that will not be covered by the Policy. 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 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time. You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439. Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

**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.
Commitment For Title Insurance T-7

ISSUED BY
First American Title Insurance Company

SCHEDULE A

Effective Date: **December 04, 2017** at 8:00 a.m.  
GF No. **NCS-883175-MIA**

Commitment No. **NCS-883175-MIA**, issued **January 17, 2018**, at 8:00 a.m.

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: $2,020,000.00  
       PROPOSED INSURED: Oliver Commons, 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: $0.00  
       PROPOSED INSURED:  
       Proposed Borrower: Oliver Commons, LLC, a Texas limited liability company

   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
       Policy Amount: $  
       PROPOSED INSURED:  
       Proposed Borrower:

   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
       Binder Amount: $  
       PROPOSED INSURED:  
       Proposed Borrower:

   (f) OTHER  
       Policy Amount: $  
       PROPOSED INSURED:

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

   **FEE SIMPLE**

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

   **SERVICE FIRST MECHANICAL, LLC, a Texas limited liability company**

4. Legal description of land:

   See Exhibit "A" attached hereto and made a part hereof.
EXHIBIT "A"

Being Lot 1, in Block A, of ROADWAY EXPRESS ADDITION, 2nd Installment, Revised, an addition to the City of Irving, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 97233, Page 13, Map/Plat Records, Dallas County, Texas.

See survey inserted from SDDFR on next page - bps
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):

   Item 1 of Schedule B is hereby deleted in its entirety.

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

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

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

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2017, 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 2017 and subsequent years.")

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

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a Binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

   a. 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.

   b. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use. (May be amended or deleted upon approval of survey.)

   c. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road. (May be amended or deleted upon approval of survey.)

   d. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements. (May be amended or deleted upon execution of satisfactory affidavit with respect to parties in possession and tenants at closing.)

   e. The following easements and/or building lines, as shown on plat recorded in Volume 97233, Page 13, Map Records, Dallas County, Texas:

      15' sight easement;
      15' T.P. & L. easement;
      30' building line.

   f. Terms and conditions of Ordinance No. 71-100, entitled Airport Zoning Ordinance of the Dallas-Fort Worth Regional Airport, filed 09/03/1982, recorded in Volume 82173, Page 178, Real Property Records, Dallas County, Texas.
Your Policy will not cover loss, costs, attorney's 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:
   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers, and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   - there is legal right of access to and from the land,
   - (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. With respect to item 2 of Schedule C above, the Company will not except in any policies to be issued pursuant to this commitment to 'Lack of a right of access to and from the land'.

6. Require Affidavit as to Debts and Liens and Parties in Possession executed by owner at or prior to closing.

7. In accordance with Section 11.008 of the Texas Property Code, all deeds and deeds of trust transferring an interest in real property to or from an individual and disclosing that individual’s social security number or driver's license number must include the following notice on the top of the first page of the instrument in 12 point bold or uppercase font: NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

8. Additional exceptions and/or requirements may be added when Company is advised of the exact nature and details of the subject transaction.

9. Require satisfactory evidence of authority to act on behalf of record owner.
10. Deed of Trust (With Security Agreement and Assignment of Rents) from SERVICE FIRST MECHANICAL, LLC to RYAN COLBURN, Trustee(s), dated 05/22/2017, filed 05/24/2017, recorded in cc# 201700146080, Real Property Records, Dallas County, Texas, securing a promissory note in the principal sum of $627,400.00, payable to REGIONS BANK, and securing other indebtedness as described therein, if any.

Additionally secured by a Vendor's Lien retained in Deed filed 05/24/2017, recorded in cc# 201700146079, Real Property Records, Dallas County, Texas.
Pursuant to the requirements of Procedural Rule P-21 promulgated by the Commissioner of Insurance:

Shareholders owning, controlling or holding, either directly or indirectly, 10% or more of the shares of First American Title Insurance Company and all individuals partnerships, corporations, trusts or other entities owning ten percent (10%) or more of First American Title Insurance Company as of the last day of the year preceding the date hereinabove set forth are as follows: First American Title Insurance Company, a Nebraska Corporation - 100%, a wholly owned subsidiary of First American Corporation, a public company.

DIRECTORS of First American Title Insurance Company:
Dennis J. Gilmore, Mark J. Harmsworth, Parker S. Kennedy, Jeffrey S. Robinson

OFFICERS of First American Title Insurance Company:
President: Dennis J. Gilmore
Executive Vice President, Chief Financial Officer: Mark J. Harmsworth
Vice President, Secretary: Jeffrey S. Robinson
Executive Vice President, Business Director: John M. Hollenbeck

TITLE INSURANCE AGENCY: Republic Title of Texas, Inc. (Dallas, TX)
Shareholder, owner, partner or other person having, owning or controlling ten percent (1%) or more of the Title Insurance Title Agent:
First American Financial Corporation 100%

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more Title Insurance Agent:
NONE

If the Title Insurance Agent is a corporation the following is a list of the members of the Board of Directors:
Chris M. Leavell, William A. Kramer, David A. Shuttee, Ward Willford, Bo Feagin, Peter Graf, David Kramer

If the Title Insurance Agent is a corporation, the following is a list of its officers:
William A. Kramer, Executive Chairman; David A. Shuttee, Executive Chairman; Ward Willford, Vice Chairman; Bo Feagin, President; Peter Graf, Executive Vice President and General Counsel; David Kramer, Executive Vice President, Western Operations; Linda Brown, Executive Vice President and Chief Financial Officer.

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 any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

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

Of this total amount $ or 15.00% will be paid to the policy issuing Title Insurance Company; $ or 85.00% will be retained by the issuing Title Insurance Agent, and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Applicable</td>
<td>Not Applicable</td>
<td>Not Applicable</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 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 ____________________________
### Important Notice

**To obtain information or make a complaint:**
You may call First American Title Insurance Company’s toll-free telephone number for information or to make a complaint at:

**1-888-632-1642**

You may also write to First American Title Insurance Company at:

**1 First American Way**  
Santa Ana, California 92707

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: http://www.tdi.texas.gov  
E-mail: ConsumerProtection@tdi.texas.gov

### Premium or Claim Disputes:
Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### Attach This Notice to Your Policy:
This notice is for information only and does not become a part or condition of the attached document.

---

### AVISO IMPORTANTE

**Para obtener información o para presentar una queja:**
Usted puede llamar al número de teléfono gratuito de First American Title Insurance Company’s para información o para presentar una queja al:

**1-888-632-1642**

Usted también puede escribir a First American Title Insurance Company:

**1 First American Way**  
Santa Ana, California 92707

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: http://www.tdi.texas.gov  
E-mail: ConsumerProtection@tdi.texas.gov

### Disputas por Primas de Seguros o Reclamaciones:
Si tiene una disputa relacionada con su prima de seguro con una reclamación, usted debe comunicarse con el First American Title Insurance Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### Adjunte Este Aviso a Su Póliza:
Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.
Supporting Documents:
MFDL Site and Neighborhood Standards

NA
2018 HTC
Full Application

Part 2 Tab 13

Multiple Site Information

NA
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.

<table>
<thead>
<tr>
<th><strong>US Representative</strong> District</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Senator District</td>
</tr>
<tr>
<td>Support Letter</td>
</tr>
<tr>
<td>City Mayor</td>
</tr>
<tr>
<td>Presiding officer of Board of Trustees</td>
</tr>
</tbody>
</table>

** 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.
2018 HTC
Full Application

Part 2 Tab 15

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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</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.
2018 HTC
Full Application

Part 2 Tab 16

Certification of Notifications
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. 

X 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.

X 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).

X 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.

X Notifications - Form and Content:

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

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

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

X I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with §10.203 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. 

X 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. **could not confirm that neighborhood organizations would be eligible under

Part 4. 

Certification

11.9(d)(4) and Rule requirements.

By: 
Signature of Applicant/Development Owner

Lisa M. Stephens
Printed Name

Date

1-23-18

Notarize on next page
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 23 day of Jan., 2018

Notary Public Signature
CERTIFICATION OF NOTIFICATIONS (continued)

Texas
Notary Public, State of

\[\text{Texas} \]
\[\text{Notary Public, State of} \]

\[11-22-18\]
My Commission expires

\[11-22-18\]
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 28 day of Jan., 2018

Notary Public Signature

\[\text{Notary Public Signature} \]
2018 HTC
Full Application

Part 3 Tab 17

Development Narrative
### Development Narrative

1. **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.

2. **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.

3. **Narrative**

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

   **The Development is an 82 unit (14 one bedroom, 48 two bedroom, 20 three bedroom) family development located in Irving, TX.**

   The subject is platted as Lot 1, 2.4046 acres, of Block A, out of Roadway Express Addition, 2nd Installment, located at 3090 Rock Island Road, Irving, Dallas County, TX 75060. The site is bound by Rock Island Rd to the north, commercial development to the east and west and residential development to the south. There is an existing industrial building on the subject property. The Seller is responsible for removing the existing building prior to closing per the purchase and sale contract. Site access to public right-of-way is available on Rock Island Rd.

   The property is currently zoned S-P-2 (generalized site plan) light industrial. A light industrial development is the only use currently allowed by right. The property will need to be rezoned to SP-2 generalized site plan, with multifamily designation, to allow multifamily development. An application for re-zoning has been submitted.

   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>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 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>
</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.

- 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:  

---

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2018 HTC
Full Application

Part 3 Tab 18

Development Activities Part I
# Development Activities

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

| # of Units | 82 | must qualify for | 10 Points |

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)(B) 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:

<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>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

- 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).
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
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant; Development will maintain the points selected and associated with those amenities as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.*
   - Points claimed: 7

2. **Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]**
   - At least 20% of all low-income Units at 30% or less of AMGI*
   - Direct Loan Points: 0
   - At least 10% of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5% of all low-income Units at 30% or less of AMGI*
   - Direct Loan Points: 0
   - At least 5% of all low-income Units at 30% or less of AMGI*
   - Direct Loan Points: 0
   - In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

   * Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those units for point scoring under §13.6(e). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(e). Points claimed here will not appear on the Self Score tab.

3. **Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]**
   - Total Number of Units at 50% or less of AMGI: 40
   - Number of 30% Units used to score points under §11.9(c)(2): 8
   - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost): 32
   - Percentage used for calculation of eligible points under §11.9(c)(1): 41.03%
   - 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
     - Development is Rehabilitation and either Supportive Housing or USDA financed or meets the minimum size requirements identified below:
       - Points Claimed: 16
   - * 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: 11
   - 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; or
   - 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; or
   - At least 5% of all low-income Units at 30% or less of AMGI
   - Points Claimed: 0

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: 0
     - All other Developments: 9
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 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)

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

- TDHCA #:

B. If not scoring under A above, Applicant or Affiliate is committing at least 10 Units in the proposed Development for participation in the Section 811 PRA Program

- 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.

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)
7. **Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]**
   - Development is requesting Pre-Application Points.
   - Points: 6

8. **Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]**
   - Development will maintain a 35 year Affordability Period.
   - Points: 2

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.
   - Application is eligible for five (5) points.
   - Points: 0

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.
    - Points: 1

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.
    - Points: 1
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

1-25-18
Date
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 mandates 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 of Authorized Representative]

Lisa M. Stephens
Printed Name
President
Title
1-23-18
Date

The State of Texas

COUNTY OF

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 23 day of Jan., 2018.

[Seal]
Notary Public Signature
2018 HTC Full Application

Part 3 Tab 20

Existing Development Information

NA
2018 HTC
Full Application

Part 3 Tab 21

Occupied Developments

NA
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)
SITE NOTES
1. SITE AREA: TOTAL 2.4046 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 REQUIREMENTS OF ANTICIPATED ZONING DESIGNATION
## Building Summary - Oliver Commons

### Building Type Summary

| Building Designation | Space Type                        | 1-BR 1-BA | 2-BR 2-BA | 3-BR 2-BA | 1-BR 1-BA | 2-BR 2-BA | 3-BR 2-BA | Common Gross Area | Total N.R.A. ** |
|----------------------|-----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|------------------|----------------
| 1---Clubhouse        | Conditioned Accessible to Tenants |           |           |           |           |           |           |                  | 2,413          |
|                      | Conditioned Restricted to Employees |           |           |           |           |           |           |                  | 685            |
|                      | Unconditioned Accessible to Tenants |           |           |           |           |           |           |                  | 883            |
| 2---Apartment        |                                  | 8         | 24        | 14        | 684       | 900       | 1,100     |                  | 4,2472         |
|                      | Breezeway                         |           |           |           |           |           |           |                  | 7,607          |
|                      | Unconditioned Restricted to Employees |           |           |           |           |           |           |                  | 308            |
| 3---Apartment        |                                  | 6         | 24        | 6         | 684       | 900       | 1,100     |                  | 3,2304         |
|                      | Breezeway                         |           |           |           |           |           |           |                  | 5,859          |
|                      | Unconditioned Restricted to Employees |           |           |           |           |           |           |                  | 308            |
| 4---Bath/Mail        | Conditioned Accessible to Tenants |           |           |           |           |           |           |                  | 196            |
|                      | Unconditioned Accessible to Tenants |           |           |           |           |           |           |                  | 130            |
| Totals               |                                  | 14        | 48        | 20        |           |           |           |                  | 18,389         |

** NET RENTABLE AREA (TDHCA) 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.

TOTAL DWELLING UNITS = 82
HC PARKING SPACES = 14
TOTAL PARKING SPACES = 165

2010 ADA Units Summary

** Mobility, Hearing & Visual
5% x 82 = 5 units - (1)1/1, (3)2/2 & (1)3/2
Labeled HC unit on building plans

** Hearing & Visual
2% x 82 = 3 units - (1)1/1, (1)2/2 & (1)3/2
Labeled HV unit on building plans

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Irving, Texas
Clubhouse - Elevation

OLIVER COMMONS

Irving, Texas
Building 2 - Levels 1 & 2

OLIVER COMMONS

Irving, Texas
BUILDING 2 NOTES

1. NET RENTABLE AREA 42,472 sf
2. TOTAL COMMON SPACE 7,915 sf - SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
BUILDING 2 NOTES

1. NET RENTABLE AREA 42,472 sf
2. TOTAL COMMON SPACE 7,915 sf – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8’-0” CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
BUILDING 3 NOTES

1. NET RENTABLE AREA 32,304 sf
2. TOTAL COMMON SPACE 6,167 sf – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'–0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE

Building 3 - Levels 1 & 2
OLIVER COMMONS
Building 3 - Levels 3 & 4

OLIVER COMMONS

Irving, Texas
BUILDING 4 NOTES

1. NET RENTABLE AREA 0sf
2. TOTAL COMMON SPACE 326 – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 4:12 UNLESS NOTED OTHERWISE

Building 4

OLIVER COMMONS

Irving, Texas
Building 2 - Elevations

OLIVER COMMONS

Irving, Texas

BUILDING 2 NOTES

1. NET RENTABLE AREA 42,472 sf
2. TOTAL COMMON SPACE 7,915 sf – SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
Building 2 - Elevations

OLIVER COMMONS

Irving, Texas

BUILDING 2 NOTES

1. NET RENTABLE AREA 42,472 sf
2. TOTAL COMMON SPACE 7,915 sf — SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE
BUILDING 3 NOTES

1. NET RENTABLE AREA 32,304 sf
2. TOTAL COMMON SPACE 6,167 sf - SEE BREAKDOWN ON BUILDING TYPE SUMMARY
3. MINIMUM 8'-0" CEILING HEIGHT
4. ROOF SLOPE 3:12 UNLESS NOTED OTHERWISE

BUILDING 3 - Elevations

OLIVER COMMONS

Irving, Texas
Building 3 Notes:

1. Net Rentable Area 32,304 sf
2. Total Common Space 6,167 sf - See Breakdown on Building Type Summary
3. Minimum 8'–0" Ceiling Height
4. Roof Slope 3:12 Unless Noted Otherwise
Three Bedroom Unit
OLIVER COMMONS
Irving, Texas

THREE BEDROOM / TWO BATH UNIT - 1,100 NRA

UNIT MEETS ALL ACCESSIBILITY & VISIBILITY REQUIREMENTS
12 ft

ALL UNITS SHALL HAVE:
8'-0" MINIMUM CEILING HEIGHT
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)

- Single Family Construction
- SRO
- Transitional (per §42)(i)(3)(B)
- Duplex
- Scattered Site
- Fourplex
- > 4 Units Per Building
- Townhome

### Development will have:

- Fire Sprinklers
- Elevators
- # of Elevators
- 2
- Wt. Capacity
- 2500

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

- 78
- Shed or Flat Roof Carport Spaces
- 2
- Detached Garage Spaces
- 87
- Attached Garage Spaces
- Uncovered Spaces

### Floor Composition/Wall Height:

- 100
- % Carpet/Vinyl/Resilient Flooring
- 8
- Ceiling Height
- % Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other
- Describe:

### Building Configuration:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Bathrooms</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Br</td>
<td>1</td>
<td>1</td>
<td>684</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>8</td>
<td>9,576</td>
</tr>
<tr>
<td>Two Br</td>
<td>2</td>
<td>2</td>
<td>900</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>24</td>
<td>43,200</td>
</tr>
<tr>
<td>Three Br</td>
<td>3</td>
<td>2</td>
<td>1,100</td>
<td>1</td>
<td>3</td>
<td>0</td>
<td>14</td>
<td>22,000</td>
</tr>
</tbody>
</table>

### Totals

- 46
- 36
- 82
- 74,776

**Net Rentable Square Footage from Rent Schedule**

- 74,776

---

### Supportive Housing Applicants Only

- Enter the total development common area from the architect’s plans:

- **Ensure that this number matches your architectural drawings.**

- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:

- **The lesser of these two numbers added to NRA:**

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

- **If a revised form is submitted, date of submission:**
# 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></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One bedroom</td>
<td>14</td>
<td>5%</td>
<td>0.7</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Two bedroom</td>
<td>48</td>
<td>5%</td>
<td>2.4</td>
<td>2.4</td>
<td>3</td>
</tr>
<tr>
<td>Three bedroom</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>82</td>
<td>5%</td>
<td>4.1</td>
<td>4.4</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></td>
<td>82</td>
<td>5%</td>
<td>4.1</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</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: ___________________________ PAUL SLAYTON
Signature Printed Name

___________ MILLER SLAYTON ARCHITECTS, INC
Date Firm Name (If applicable)

1/24/18
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>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>One bedroom</td>
<td>14</td>
<td>2%</td>
<td>0.28</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Two bedroom</td>
<td>48</td>
<td>2%</td>
<td>0.96</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Three bedroom</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>82</td>
<td>1.64</td>
<td>3</td>
<td>3</td>
<td></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>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></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: ____________________________

Signature

1/24/18

PAUL SLAYTON

Printed Name

MILLER SLAYTON ARCHITECTS, INC

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>165</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>87</td>
<td>0.5272727272</td>
</tr>
<tr>
<td>Bldg 2</td>
<td>40</td>
<td>0.2424242424</td>
</tr>
<tr>
<td>Bldg 3</td>
<td>38</td>
<td>0.2303030303</td>
</tr>
<tr>
<td></td>
<td>165</td>
<td>100</td>
</tr>
</tbody>
</table>

**EXAMPLE**

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>450</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
<td>0.6666666667</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
<td>0.2222222222</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
<td>0.1111111111</td>
</tr>
<tr>
<td>Facility 4</td>
<td>50</td>
<td>0.1111111111</td>
</tr>
<tr>
<td>Facility 5</td>
<td>50</td>
<td>0.1111111111</td>
</tr>
<tr>
<td></td>
<td>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>14</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>11</td>
<td>13</td>
<td>1</td>
</tr>
<tr>
<td>Bldg 2</td>
<td>3.3939394</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Bldg 3</td>
<td>3.2242424</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>17.618182</td>
<td>13</td>
<td></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</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>2.5555556</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td></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 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

By:

 signature

1/24/18

PAUL SLAYTON
Printed Name

MILLER SLAYTON ARCHITECTS, INC
Firm Name (If applicable)

Another van space is required. There must be at least 1 van ASPS and 1 van ACP. - bps
<table>
<thead>
<tr>
<th>Rent Type</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>3</td>
<td>1</td>
<td>1.0</td>
<td>684</td>
<td>2,052</td>
<td>413</td>
<td>636</td>
<td>1,089</td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>5</td>
<td>1</td>
<td>1.0</td>
<td>684</td>
<td>3,420</td>
<td>826</td>
<td>776</td>
<td>3,880</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>684</td>
<td>826</td>
<td>826</td>
<td>826</td>
<td>1,145</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>900</td>
<td>2,700</td>
<td>495</td>
<td>62</td>
<td>1,259</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>10</td>
<td>2</td>
<td>2.0</td>
<td>1,000</td>
<td>3,400</td>
<td>826</td>
<td>62</td>
<td>15,280</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1,100</td>
<td>3,400</td>
<td>73</td>
<td>62</td>
<td>10,720</td>
<td></td>
</tr>
</tbody>
</table>

### RENT LIMITS

<table>
<thead>
<tr>
<th>AMFI</th>
<th>%</th>
<th>Number of Bedrooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>$385</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>$413</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>$495</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>$572</td>
<td>3</td>
</tr>
<tr>
<td>40</td>
<td>$514</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>$551</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>$661</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>$763</td>
<td>3</td>
</tr>
<tr>
<td>50</td>
<td>$642</td>
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<tr>
<td></td>
<td>$688</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>$826</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>$991</td>
<td>3</td>
</tr>
<tr>
<td>60</td>
<td>$771</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>$826</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>$991</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>$1,145</td>
<td>3</td>
</tr>
</tbody>
</table>

### Non Rental Income

- **Non Rental Income**
  - $0.00 per unit/month for: int. income, retained deposits, late fees

### Potential Gross Monthly Income

- **Potential Gross Monthly Income**
  - $15.00 per unit/month

### EFFECTIVE GROSS MONTHLY INCOME

- **EFFECTIVE GROSS MONTHLY INCOME**
  - 63.985

### EFFECTIVE GROSS ANNUAL INCOME

- **EFFECTIVE GROSS ANNUAL INCOME**
  - 767,820
<table>
<thead>
<tr>
<th>HOUSING TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
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<tr>
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<tr>
<td>LH/50%</td>
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<td>HH/60%</td>
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<td>HH/80%</td>
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<tr>
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<tr>
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<td>MR Total</td>
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<td>Direct Loan Total</td>
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<table>
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<th>BEDROOMS</th>
<th>Cost Per Sq Ft</th>
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<tr>
<td>0</td>
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<tr>
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<tr>
<td>2</td>
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<tr>
<td>4</td>
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<tr>
<td>5</td>
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**ACQUISITION + HARD**
- Cost Per Sq Ft: **$119.67**

**HARD**
- Cost Per Sq Ft: **$119.67**

**BUILDING**
- Cost Per Sq Ft: **$88.34**

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>
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<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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<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$12</td>
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<td>$17</td>
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<td></td>
<td>Dallas County PHA 10/1/17</td>
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<td>$ 3</td>
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<td>$15</td>
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<td>Electric</td>
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<td>Electric</td>
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<td>$12</td>
<td>$15</td>
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</table>

### Other (Describe)

Other (Describe)

| Total Paid by Tenant | $ - | $ 50 | $ 62 | $ 73 | $ - |

If a revised form is submitted, date of submission: ____________
## Allowances for Tenant-Furnished Utilities and Other Services

See Public Report Statement and Instructions on back

<table>
<thead>
<tr>
<th>Locality</th>
<th>Dallas County</th>
<th>Unit Type</th>
<th>Apartments/Town Homes/Condos</th>
<th>Date (mm/dd/yyyy)</th>
<th>OCTOBER 1, 2017</th>
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<td>1 BR</td>
<td>2 BR</td>
<td>3 BR</td>
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</tr>
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<tr>
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<td></td>
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</tr>
<tr>
<td>c. Oil/Electric</td>
<td>10.00</td>
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<tr>
<td>d. Coal/Other</td>
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<tr>
<td>Coking</td>
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<td>b. Bottle Gas</td>
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<tr>
<td>d. Coal/Other</td>
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<tr>
<td>Other Electric</td>
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<td>Air Conditioning</td>
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<td>b. Bottle Gas</td>
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<td>c. Oil/Electric</td>
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</tr>
<tr>
<td>d. Coal/Other</td>
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<td></td>
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<tr>
<td>Water</td>
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<tr>
<td>Sewer</td>
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<tr>
<td>Trash Collection</td>
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<tr>
<td>Range/Microwave</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Refrigerator</td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
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</table>

**Actual Family Allowances** To be used by the family to compute allowance. Complete below for the actual unit rented,

**Utility or Service**

- Heating
- Coking
- Other Electric
- Air Conditioning
- Water Heater
- Water
- Sewer
- Trash Collection
- Range/Microwave
- Refrigerator
- Other -- specify

**per. month cost**

- 16.00
- 20.00
- 10.00
- 12.00
- 15.00
- 17.00
- 20.00
- 1.00
- 4.00
- 2.00
- 3.00
- 4.00
- 13.00
- 15.00
- 16.00
- 22.00
- 25.00
- 9.00
- 11.00
- 14.00
- 16.00
- 20.00
- 9.00
- 13.00
- 16.00
- 20.00
- 25.00
- 7.00
- 10.00
- 12.00
- 15.00
- 16.00
- 17.00
- 25.00
- 6.00
- 6.00
- 6.00
- 6.00
- 6.00
- 18.00
- 19.00
- 19.00
- 19.00
- 12.00
- 11.00
- 11.00
- 11.00
- 11.00
- 12.00
- 12.00
- 12.00
- 12.00

Previous additions are obsolete

Page 1 of 1
Kit Sarai

From: Deanna Gilmore <Deanna.Gilmore@dallascounty.org>
Sent: Wednesday, April 25, 2018 2:16 PM
To: Kit Sarai
Subject: RE: Utility Allowances

Hello,

Please be advised that the Utility Allowance schedule posted on www.dallascounty.org is the most recent Utility Allowance schedule.

Thanks,

Deanna Gilmore | Landlord Coordinator
Dallas County Department of Health and Human Services | Housing Division
2377 N. Stemmons Freeway | SUITE 700, LB 16 | Dallas, Texas 75207-2710
Office: 214-819-6090 Fax: 214 819 2828

Kit Sarai

From: Kit Sarai [kit@sarahandersonconsulting.com]
Sent: Tuesday, April 24, 2018 2:12 PM
To: Deanna Gilmore
Subject: Utility Allowances

Hi,

Can you please confirm that the Utility Allowance schedule currently posted on your website, dated October 1, 2017, is the most recent Utility Allowance published and is the appropriate Utility Allowance schedule to use for Section 8 apartments?

Regards,

Kit Sarai

1305 E 6th St. Suite 12
Austin, TX 78702
p. (512).638.0682
2018 HTC Full Application

Part 4 Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses
- Accounting: $12,000
- Advertising: $8,200
- Legal fees: $5,125
- Leased equipment: $4,100
- Postage & office supplies: $3,075
- Telephone: $3,075
- Other: describe

Total General & Administrative Expenses: $32,500

### Management Fee:
- Percent of Effective Gross Income: 5.00%
  - $38,391

### Payroll, Payroll Tax & Employee Benefits
- Management: $38,000
- Maintenance: $47,000
- Other Benefits and Taxes: $23,800
- Other: describe

Total Payroll, Payroll Tax & Employee Benefits: $108,800

### Repairs & Maintenance
- Elevator: $18,000
- Exterminating: $1,722
- Grounds: $15,000
- Make-ready: $11,480
- Repairs: $17,220
- Pool: $6,500
- Other: describe

Total Repairs & Maintenance: $69,922

### Utilities (Enter Only Property Paid Expense)
- Electric: $16,400
- Natural gas: $6,000
- Trash: $6,000
- Water/Sewer: $34,850
- Other: describe

Total Utilities: $57,250

### Annual Property Insurance:
- Rate per net rentable square foot: 0.33%
  - $24,600

### Property Taxes:
- Published Capitalization Rate: 8.25%
- Source: Dallas CAD
  - $100,000
  - $100,000

### Reserve for Replacements:
- Annual reserves per unit: $300
  - $24,600

### Other Expenses
- Cable TV: $3,120
- Supportive Services (Staffing/Contracted Services): $3,120
- TDHCA Compliance fees: $3,120
- TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only): $3,120
- Security: $3,120
- Other: describe

Total Other Expenses: $3,120

### TOTAL ANNUAL EXPENSES
- Expense per unit: $5600
  - $459,183
  - 59.80%

### NET OPERATING INCOME (before debt service)
- $308,637

### Annual Debt Service
- Community Bank of Texas: $239,527
- City of Irving: $10,000
- $249,527

### NET CASH FLOW
- $59,110

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

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$815,136</td>
<td>$831,622</td>
<td>$848,256</td>
<td>$865,220</td>
<td>$882,524</td>
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<td>$15,356</td>
<td>$15,663</td>
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<td>$17,640</td>
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<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$846,678</td>
<td>$863,611</td>
<td>$880,883</td>
<td>$898,501</td>
<td>$992,018</td>
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<td>$783,177</td>
<td>$798,840</td>
<td>$814,817</td>
<td>$831,133</td>
<td>$917,616</td>
<td>$1,013,123</td>
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### EXPENSES

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<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<tr>
<td>General &amp; Administrative Expenses</td>
<td>$32,500</td>
<td>$34,475</td>
<td>$34,479</td>
<td>$35,514</td>
<td>$36,579</td>
<td>$42,405</td>
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<td>$39,159</td>
<td>$39,942</td>
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<td>$41,556</td>
<td>$45,881</td>
<td>$50,656</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<td>$115,426</td>
<td>$118,889</td>
<td>$122,455</td>
<td>$141,959</td>
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<td>Repairs &amp; Maintenance</td>
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<td>$78,698</td>
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<td>$17,921</td>
<td>$18,458</td>
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### DEBT SERVICE

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<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<tbody>
<tr>
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<td>$239,527</td>
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<td>$10,000</td>
<td>$10,000</td>
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<td>$10,000</td>
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<td>$10,000</td>
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<td>$10,000</td>
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</tr>
<tr>
<td>Cumulative Net Cash Flow</td>
<td>$59,110</td>
<td>$120,185</td>
<td>$183,138</td>
<td>$247,876</td>
<td>$314,301</td>
<td>$663,290</td>
<td>$1,037,350</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.24</td>
<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.27</td>
<td>1.28</td>
<td>1.31</td>
</tr>
</tbody>
</table>

**By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §119.0(e)(1) relating to Financial Feasibility).**

---

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

**Printed Name**

**Phone:**

**Email:**

**Date**

---

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Date**

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.

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$815,316</td>
<td>$831,822</td>
<td>$848,255</td>
<td>$865,220</td>
<td>$882,524</td>
<td>$974,378</td>
<td>$1,075,792</td>
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<tr>
<td>Secondary Income</td>
<td>$14,760</td>
<td>$15,055</td>
<td>$15,356</td>
<td>$15,663</td>
<td>$15,977</td>
<td>$17,640</td>
<td>$19,476</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$830,076</td>
<td>$846,767</td>
<td>$863,611</td>
<td>$880,883</td>
<td>$898,501</td>
<td>$992,018</td>
<td>$1,055,268</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$767,820</td>
<td>$783,177</td>
<td>$798,840</td>
<td>$814,817</td>
<td>$831,113</td>
<td>$917,516</td>
<td>$1,013,123</td>
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### EXPENSES

<p>| | | | | | | | |</p>
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<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$32,500</td>
<td>$33,475</td>
<td>$34,479</td>
<td>$35,514</td>
<td>$36,579</td>
<td>$42,405</td>
<td>$40,159</td>
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<td>Management Fee</td>
<td>$38,391</td>
<td>$39,159</td>
<td>$39,942</td>
<td>$40,741</td>
<td>$41,556</td>
<td>$45,881</td>
<td>$50,656</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$108,800</td>
<td>$112,064</td>
<td>$115,426</td>
<td>$118,889</td>
<td>$122,455</td>
<td>$141,959</td>
<td>$164,570</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$69,922</td>
<td>$72,020</td>
<td>$74,180</td>
<td>$76,406</td>
<td>$78,698</td>
<td>$91,232</td>
<td>$105,763</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$16,400</td>
<td>$16,892</td>
<td>$17,439</td>
<td>$17,921</td>
<td>$18,458</td>
<td>$21,398</td>
<td>$24,006</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$40,850</td>
<td>$42,076</td>
<td>$43,338</td>
<td>$44,638</td>
<td>$45,977</td>
<td>$53,300</td>
<td>$61,789</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$24,600</td>
<td>$25,338</td>
<td>$26,098</td>
<td>$26,881</td>
<td>$27,688</td>
<td>$32,097</td>
<td>$37,210</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$100,000</td>
<td>$103,000</td>
<td>$106,090</td>
<td>$109,273</td>
<td>$112,551</td>
<td>$130,477</td>
<td>$151,259</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$24,600</td>
<td>$25,338</td>
<td>$26,098</td>
<td>$26,881</td>
<td>$27,688</td>
<td>$32,097</td>
<td>$37,210</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,120</td>
<td>$3,214</td>
<td>$3,310</td>
<td>$3,409</td>
<td>$3,512</td>
<td>$4,071</td>
<td>$4,719</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$453,183</td>
<td>$472,575</td>
<td>$486,360</td>
<td>$500,552</td>
<td>$515,161</td>
<td>$594,919</td>
<td>$687,142</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$308,637</td>
<td>$310,602</td>
<td>$312,480</td>
<td>$314,265</td>
<td>$315,953</td>
<td>$322,697</td>
<td>$325,961</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$59,110</td>
<td>$61,075</td>
<td>$62,953</td>
<td>$64,738</td>
<td>$65,425</td>
<td>$73,170</td>
<td>$76,454</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$59,110</td>
<td>$120,185</td>
<td>$183,138</td>
<td>$247,876</td>
<td>$314,301</td>
<td>$663,290</td>
<td>$1,037,350</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.24</td>
<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.27</td>
<td>1.29</td>
<td>1.31</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under $11.9(e)(1) relating to Financial Feasibility)

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

Printed Name: [Signature]
Date: 25-10-18

**Signature, Authorized Representative, Syndicator**

Printed Name: [Signature]
Date: [Date]

If a revised form is submitted, date of submission: [Date]
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 cost: 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>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

Signature of Authorized Engineer
Responsible for offsite justification

[Signature]

Printed Name: Harrison Hudson

Date: 1-24-2018

Seal

[Seal]

License No.: 109973

Profession: Professional Engineer

Date: 1-24-2018
# 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 cost in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction cost.
- 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 cost of this acquisition for the activity.

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

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

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

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$ -</td>
<td>0</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>Detention</td>
<td>$ 80,000.00</td>
<td>1</td>
<td>$ 80,000.00</td>
<td>$ -</td>
<td>$ 80,000.00</td>
<td>$ 80,000.00</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$ 250,000.00</td>
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<td>$ 250,000.00</td>
<td>$ -</td>
<td>$ 250,000.00</td>
<td>$ 250,000.00</td>
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<tr>
<td>Fine Grading</td>
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<td>$ 90,000.00</td>
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<td>$ 90,000.00</td>
<td>$ 90,000.00</td>
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<tr>
<td>On-site Concrete</td>
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<td>$ 120,000.00</td>
<td>$ 120,000.00</td>
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<tr>
<td>On-site Electrical</td>
<td>$ 70,000.00</td>
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<td>$ 70,000.00</td>
<td>$ 70,000.00</td>
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<tr>
<td>On-site Paving</td>
<td>$ 225,000.00</td>
<td>1</td>
<td>$ 225,000.00</td>
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<td>$ 225,000.00</td>
<td>$ 225,000.00</td>
</tr>
<tr>
<td>On-site Utilities</td>
<td>$ 325,000.00</td>
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<td>$ 325,000.00</td>
<td>$ -</td>
<td>$ 325,000.00</td>
<td>$ 325,000.00</td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$ 35,000.00</td>
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<td>$ 35,000.00</td>
<td>$ -</td>
<td>$ 35,000.00</td>
<td>$ 35,000.00</td>
</tr>
<tr>
<td>Bumper Stops, striping &amp; signs</td>
<td>$ 30,000.00</td>
<td>1</td>
<td>$ 30,000.00</td>
<td>$ -</td>
<td>$ 30,000.00</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>Other (Mobilization)</td>
<td>$ 25,000.00</td>
<td>1</td>
<td>$ 25,000.00</td>
<td>$ -</td>
<td>$ 25,000.00</td>
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<tr>
<td>Total</td>
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<td></td>
<td></td>
<td></td>
<td>$ 1,230,000</td>
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</tbody>
</table>

Signature of Registered Engineer: [Signature]

Printed Name: Harrison Hudson, P.E.

Date: 1/24/2018

Seal: [Seal]
2018 HTC
Full Application

Part 4 Tab 30

Development Cost Schedule
### Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>Total</td>
<td>Acquisition</td>
<td>New/Rehab.</td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>2,020,000</td>
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<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Broker Fees</td>
<td>121,200</td>
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<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
<td></td>
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<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$2,141,200</td>
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<td>$0</td>
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</table>

<table>
<thead>
<tr>
<th>OFF-SITES</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SITE WORK</th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Detention</td>
<td>80,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>230,000</td>
<td>230,000</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>90,000</td>
<td>90,000</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>120,000</td>
<td>120,000</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>70,000</td>
<td>70,000</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>225,000</td>
<td>225,000</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td>325,000</td>
<td>325,000</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>35,000</td>
<td>35,000</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>30,000</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td><strong>Mobilization</strong></td>
<td>25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,230,000</td>
<td>$0</td>
<td>$1,150,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SITE AMENITIES</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>125,000</td>
<td>125,000</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td>95,000</td>
<td>95,000</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>30,000</td>
<td>30,000</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>80,000</td>
<td>80,000</td>
<td></td>
</tr>
<tr>
<td>Picnic tables/benches/grills</td>
<td>25,000</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$355,000</td>
<td>$0</td>
<td>$355,000</td>
</tr>
<tr>
<td>BUILDING COSTS*:</td>
<td>Before 11.9(e)(2)</td>
<td>After 11.9(e)(2)</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td>1,531,262</td>
<td>606,262</td>
<td></td>
</tr>
<tr>
<td>Masonry</td>
<td>488,582</td>
<td>488,582</td>
<td></td>
</tr>
<tr>
<td>Metals</td>
<td>277,157</td>
<td>277,157</td>
<td></td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,168,447</td>
<td>1,168,447</td>
<td></td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>185,800</td>
<td>185,800</td>
<td></td>
</tr>
<tr>
<td>Roof Covering</td>
<td>136,918</td>
<td>136,918</td>
<td></td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>308,163</td>
<td>308,163</td>
<td></td>
</tr>
<tr>
<td>Finishes</td>
<td>1,127,386</td>
<td>1,127,386</td>
<td></td>
</tr>
<tr>
<td>Specialties</td>
<td>88,340</td>
<td>88,340</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>188,476</td>
<td>188,476</td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td>195,179</td>
<td>195,179</td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td>156,261</td>
<td>156,261</td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>110,000</td>
<td>110,000</td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>928,600</td>
<td>928,600</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>640,332</td>
<td>640,332</td>
<td></td>
</tr>
<tr>
<td>Finishes</td>
<td>1,127,386</td>
<td>1,127,386</td>
<td></td>
</tr>
<tr>
<td>Specialties</td>
<td>88,340</td>
<td>88,340</td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>188,476</td>
<td>188,476</td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td>195,179</td>
<td>195,179</td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td>156,261</td>
<td>156,261</td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>110,000</td>
<td>110,000</td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>928,600</td>
<td>928,600</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>640,332</td>
<td>640,332</td>
<td></td>
</tr>
</tbody>
</table>

Individually itemize costs below:
- Detached Community Facilities/Building
- Carports and/or Garages
- Lead-Based Paint Abatement
- Asbestos Abatement (Rehabilitation Only)
- Structured Parking
- Commercial Space Costs

Other (specify) - see footnote 1

<table>
<thead>
<tr>
<th>Subtotal Building Costs</th>
<th>$7,530,905</th>
<th>$0</th>
<th>$6,605,905</th>
</tr>
</thead>
</table>

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

Enter amount to be used to achieve desired score.

<table>
<thead>
<tr>
<th>TOTAL BUILDING COSTS &amp; SITE WORK</th>
<th>$9,115,905</th>
<th>$0</th>
<th>$7,335,905</th>
</tr>
</thead>
</table>

Contingency

<table>
<thead>
<tr>
<th>Contingency</th>
<th>7.00%</th>
<th>$638,113</th>
<th>$13,513</th>
</tr>
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</table>

TOTAL HARD COSTS

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>470,965</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>156,988</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>470,965</td>
</tr>
</tbody>
</table>

TOTAL CONTRACTOR FEES

<table>
<thead>
<tr>
<th>TOTAL CONSTRUCTION CONTRACT</th>
<th>$11,119,580</th>
<th>$0</th>
<th>$8,948,337</th>
</tr>
</thead>
</table>

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

Enter amount to be used to achieve desired score.

| $0.00 psf |

*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>285,000</td>
<td>285,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>200,000</td>
<td>170,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>240,533</td>
<td>240,533</td>
</tr>
<tr>
<td>Appraisal</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>7,500</td>
<td>7,500</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>21,450</td>
<td>21,450</td>
</tr>
<tr>
<td>Soils report</td>
<td>21,450</td>
<td>21,450</td>
</tr>
<tr>
<td>Survey</td>
<td>22,100</td>
<td>22,100</td>
</tr>
<tr>
<td>Marketing</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>24,600</td>
<td></td>
</tr>
<tr>
<td>Real property taxes</td>
<td>154,181</td>
<td>123,345</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td>148,611</td>
<td>148,611</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>150,000</td>
<td>150,000</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,672,925</td>
<td>$0</td>
</tr>
</tbody>
</table>

## FINANCING:

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>731,199</td>
<td>586,500</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>102,000</td>
<td>102,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>190,000</td>
<td>190,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>165,000</td>
<td>165,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>85,000</td>
<td>85,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>34,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

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

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>69,980</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>131,018</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost:**
$1,523,198

## DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>200,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>1,843,741</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,558,051</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees** 15.00%
$2,043,741

## RESERVES

<table>
<thead>
<tr>
<th>Reserve Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td>97,500</td>
</tr>
<tr>
<td>Operating</td>
<td>350,000</td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Reserves**
$447,500

## TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Financing Cost</td>
<td>$1,523,198</td>
</tr>
<tr>
<td>Subtotal Developer Fees</td>
<td>$2,043,741</td>
</tr>
<tr>
<td>Subtotal Reserves</td>
<td>$447,500</td>
</tr>
</tbody>
</table>

**Total Housing Development Costs**
$18,948,144

---

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
$13,478,395

**Total Adjusted Basis**
$0
$17,521,914

**Applicable Fraction**
95%

**Total Qualified Basis**
$16,667,186
$0
$16,667,186

**Credits Supported by Eligible Basis**
$1,500,047
$0
$1,500,047

(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:
2018 HTC
Full Application

Part 4 Tab 31

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

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>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
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<tr>
<td></td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Mortgage Revenue Bond</td>
<td>$0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Community Bank of Texas Conventional Loan</td>
<td>$10,200,000</td>
<td>5.75%</td>
<td>1st</td>
<td>$ 3,400,000</td>
<td>6.25%</td>
</tr>
<tr>
<td></td>
<td>City of Irving Local Government Loan</td>
<td>$1,000,000</td>
<td>1.00%</td>
<td>2nd</td>
<td>$ 1,000,000</td>
<td>1.00%</td>
</tr>
<tr>
<td></td>
<td>External Equity</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boston Capital HTG</td>
<td>$ 1,500,000</td>
<td>$ 6,824,318</td>
<td>$ 13,648,635</td>
<td>0.91</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grant</td>
<td>In-Kind Contribution</td>
<td>$ 500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deferred Developer Fee</td>
<td>Sagebrook Development</td>
<td>$ 899,009</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Sources of Funds
| $18,024,318 |

### Total Uses of Funds
| $18,948,144 |
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 following 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 debt financing will be provided by Community Bank of Texas in the form of a construction loan of up to $10,200,000. The interest rate on the construction loan will be priced at a variable rate of Prime Floating subject to a minimum all-in rate and floor of 5.75%. The term of the construction loan will be 24 months plus one 6 month extension for a total construction loan period including extension of 30 months. Permanent debt financing will also be provided by Community Bank of Texas in the form of a construction loan of approximately $3,400,000, at an assumed underwriting rate of interest of 6.25%. The term will be 18 years upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage. Principal and interest due monthly during the permanent period will be based upon a 35-year amortization. Equity will be provided by Boston Capital based on an annual LIHTC allocation of $1,500,000. Capital contributions to the limited partnership would total

Describe the replacement reserves:
The syndicator is requiring approximately 6 months of debt service and expenses for Operating Deficit Reserves, currently estimated to be $350,000. Additionally, $97,500 of Lease Up Reserves are also being required by the syndicator. The lender requirements for reserves will mirror the syndicators requirements. $300 per unit is being budgeted for annual Replacement Reserves.

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 1/25/2018 

Telephone: (113) 308-5754 

Email address: srose@cbotx.com 

If a revised form is submitted, date of submission: 

INSERTED FROM EXCEL - BPS
Construction debt financing will be provided by Community Bank of Texas in the form of a construction loan of up to $10,200,000. The interest rate on the construction loan will be priced at a variable rate of Prime Floating subject to a minimum all-in rate and floor of 5.75%. The term of the construction loan will be 24 months plus one 6 month extension for a total construction loan period including extension of 30 months. Permanent debt financing will also be provided by Community Bank of Texas in the form of a construction loan of approximately $3,400,000, at an assumed underwriting rate of interest of 6.25%. The term will be 18 years upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage. Principal and interest due monthly during the permanent period will be based upon a 35-year amortization. Equity will be provided by Boston Capital based on an annual LIHTC allocation of $1,500,000. Capital contributions to the limited partnership would total $13,648,635, based on a equity price of $0.91, with 50% of the total capital contributions coming in during construction, or $6,824,318. The development will benefit from a loan of $1,000,000 from City of Irving that has already been requested which would be funded during the construction period. The HOME loan is anticipated to have a 1% interest rate, be non-amortizing and have a 40 year term. Currently it is estimated that the annual debt service for this loan will be $10,000. The City of Irving is providing a local contribution of $500, in the form of an in-kind contribution. The $500 will go towards the reduction of permitting fees. Deferred developer fees are currently estimated to be $899,009.
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
1. **Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))**

   Name of the Local Political Subdivision providing the funding:
   - City of Irving

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

   **Total Points Claimed:** 1

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

   - [ ] Eligible Pro-Forma and letter stating the Development is financially feasible.
   - [x] Eligible Pro-Forma and letter stating Development *and* Principals are acceptable.

   **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
     - 9.76%
   - HTC funding request as a percent of Total Housing Development Cost
     - 7.92%

   **Eligibility for points:**

   - [ ] Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding
     - 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

**Self Score Total:** 127
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)
- [x] 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)
- [x] Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- [x] Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- [ ] 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
January 25, 2018

Saigebrook Development
Attn: Lisa Stephens
Oliver Commons, LLC
421 West 3rd Street, Suite 1504
Austin, Texas 78701

Re: Oliver Commons

Dear Lisa,

CommunityBank of Texas (the “Bank”) is pleased to provide the following term sheet for construction and permanent financing to Oliver Commons, LLC (the “Borrower”) for the development of Oliver Commons, an 82-unit family LIHTC project to be built in Irving, Texas. The proposed terms and conditions are as follows:

Summary of Terms

Borrower: Oliver Commons, LLC

Guaranty: Construction loan guaranty will be provided by Saigebrook Commons, LLC. The permanent loan will be non-recourse except as to “bad-boy” carve outs.

Project: Oliver Commons

Credit Facilities: A) Construction loan of up to $10,200,000:

- Priced at a variable rate of Prime Floating subject to a minimum all-in rate of 5.75% (floor of 5.75%)
- 24-month construction loan, plus one 6-month extension as below
- one 6-month extension subject to 1) completion of project, 2) project sources and uses being balanced, 3) receipt of required tax credit equity payments, 4) No event of default has occurred or potential for default to occur, 5) 85% occupancy and 6) No material adverse change in the financial condition of the Project, Borrower and Guarantor(s).
- Interest only due monthly during construction period
- Total construction loan period including extension is 30-months
B) Permanent loan of approximately $3,400,000 at an assumed underwriting rate of interest of 6.25%:

- Permanent loan rate to be locked at no later than construction loan closing of 30-month construction loan. The permanent loan rate would be 6.25% locked today.
- 18-year term upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage.
- No pre-payment penalty – you may pre-pay the construction or permanent loan off at any time without penalty.
- Principal and interest due monthly during permanent period based on a 35-year amortization; balloon payment due at maturity.
- Replacement reserves to be $300 per unit per year with agreed upon increases for future years.
- Operating deficit and other reserve requirements subject to Bank review and approval. It is expected that these reserve requirements will mirror the equity LOI.

Note: Construction draws will be processed through the Bank, Title Company, and with approval of a 3rd party construction engineering firm hired by or acceptable to the Bank.

Loan-to-value:

1) Actual loan amount will be based on LTV not to exceed 80% during construction period, based on rent-restricted value plus value of the tax credits; 2) LTV not to exceed 80% during permanent period, based on stabilized rent-restricted value. Appraisal report will be in form and substance acceptable to the Bank.

Collateral:

- 1st lien deed of trust and assignment of leases and rents on the subject property
- UCC filing on furniture, fixtures, and equipment
- Assignment of Tax Credits
- Security interest in operating and replacement reserve funds
- Assignment and subordination of deferred developer fee and other management fees collected by general partner or a related entity.
- Assignment and subordination of management, construction, architectural contracts, etc.

Fees:

Origination fee of 1.00% of the construction loan (payable at construction loan closing), a 0.25% fee for the extension (payable upon exercise) and a 1.00% fee for the permanent loan (payable at construction loan closing). Borrower will also pay for all reasonable costs incurred by the Bank in connection with the loans including, but not limited to, legal fees and expenses, appraisal/survey fees, title insurance premiums and search fees, UCC searches, environmental assessment fees, and inspecting architect fees, whether or not the facilities contemplated herein are funded. This obligation will survive whether or not the loans are approved.

Reporting Requirements: Include but are not limited to:

- Annual audited financial statements of Borrower
- Annual financial statements of Guarantors
- Annual evidence of tax credit compliance
- Monthly operating statements on the property once construction is complete
- Quarterly operating statements on the property during the permanent loan period
Summary of Conditions

This proposal is subject to all of the following conditions being met prior to construction closing:

Tax Credit Allocation: Receipt of an annual allocation of Low-Income Housing Tax Credits from the Texas Department of Housing & Community Affairs (TDHCA) in a minimum amount of $1,500,000

Other Funds: The Bank acknowledges other anticipated project financing to include the following:
- City of Irving Home Loan - $1,000,000

Tax Credit Equity: Tax credit investor and equity terms (including price and pay-in schedule) subject to Bank approval. Current model has Boston Capital purchasing the tax credits at $0.91/credit, providing total equity of $13,648,635.

Developer Fee: Timing of payment of developer profit to be mutually agreed upon between Bank and Borrower. It is expected that the developer fee payment will mirror the developer fee payment schedule negotiated in the equity agreement.

Project Budget: The Bank’s current understanding of the project budget is based on initial verbal discussions and files provided by the Borrower on January 22, 2018. The Bank acknowledges that this project budget is subject to change.

However, significant changes to the budget that materially affect the project may result in changes to the terms and conditions proposed herein.

Other Conditions: Receipt and approval of those items listed in the Due Diligence Checklist

Please note that in providing this proposal for submission to TDHCA as part of the applications process to get an award of 9% Housing Tax Credits, the Bank acknowledges the following:

1) 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) Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

3) Bank has reviewed in substance, the creditworthiness and quality of the financial strength by the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

In summary, the Bank’s assessment find both the Development and Principals are acceptable.
This discussion letter does not represent a commitment by the Bank for the proposed financing, nor does it define all the terms and conditions of loan documents, but is a framework upon which a loan request may be submitted and considered. Issuance of a commitment by the Bank is subject to the approval of the loan request under the Bank’s internal approval process, which includes, but is not limited to, a review of the Borrower’s then current financial condition and review and approval of all third party reports, in addition to completion of loan documents in form and substance acceptable to the Bank.

If you should have any questions concerning these terms and conditions, please feel free to call me at (713) 308-5754. Lisa, thank you for giving us the opportunity to consider financing for this project.

Sincerely,

Community Bank of Texas

By: __________________________
    Stephen W. Rose, Senior Vice President

Agreed to:

Sagebrook Oliver, LLC

By: __________________________
    Lisa M. Stephens, President
## 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>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. in Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30</td>
<td>0</td>
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<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
<td></td>
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<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>$ - 0.00%</td>
<td>0</td>
<td></td>
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<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0</td>
<td></td>
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<tr>
<td>Community Bank of Texas</td>
<td>Conventional Loan</td>
<td>$10,200,000 5.75% 1st</td>
<td>$ 3,400,000 6.25%</td>
<td>35</td>
<td>18</td>
</tr>
<tr>
<td>City of Irving</td>
<td>Local Government Loan</td>
<td>$1,000,000 1.00% 2nd</td>
<td>$ 1,000,000 1.00%</td>
<td>n/a</td>
<td>40</td>
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<tr>
<td>Third Party Equity</td>
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<tr>
<td>Boston Capital</td>
<td>HTC</td>
<td>$ 1,500,000</td>
<td>$ 6,824,318</td>
<td>$ 13,648,635</td>
<td>0.91</td>
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<tr>
<td>City of Irving</td>
<td>In-Kind Contribution</td>
<td>$ 500</td>
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<td></td>
<td></td>
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<tr>
<td>Deferred Developer Fee</td>
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<td></td>
<td></td>
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<tr>
<td>Sagebrook Development</td>
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<td>$ 899,009</td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total Sources of Funds</td>
<td>$ 18,024,318</td>
<td>$ 18,948,144</td>
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<td>Total Uses of Funds</td>
<td></td>
<td>$ 18,948,144</td>
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<td></td>
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</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 debt financing will be provided by Community Bank of Texas in the form of a construction loan of up to $10,200,000. The interest rate on the construction loan will be priced at a variable rate of Prime Floating subject to a minimum all-in rate and floor of 5.75%. The term of the construction loan will be 24 months plus one 6 month extension for a total construction loan period including extension of 30 months. Permanent debt financing will also be provided by Community Bank of Texas in the form of a construction loan of approximately $3,400,000, at an assumed underwriting rate of interest of 6.25%. The term will be 18 years upon conversion to permanent status based on 90% occupancy for 90 days and a 1.15:1 debt service coverage. Principal and interest due monthly during the permanent period will be paid upon a 35-year amortization. Equity will be provided by Boston Capital based on an annual LIHTC allocation of $1,500,000. Capital contributions to the limited partnership would total

Describe the replacement reserves:
The syndicator is requiring approximately 6 months of debt service and expenses for Operating Deficit Reserves, currently estimated to be $350,000. Additionally, $97,500 of Reserve Reserves are also being required by the syndicator. The lender requirements for reserves will mirror the syndicators requirements. $300 per unit is being budgeted for annual Replacement Reserves.

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]

Signature, Authorized Representative, Construction or Permanent Lender

[Printed Name]

Printed Name

[Date]

Date

Telephone: [413] 308-5754

Email address: srose@chotx.com

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 10</th>
<th>YEAR 15</th>
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<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$815,316</td>
<td>$831,622</td>
<td>$848,255</td>
<td>$865,220</td>
<td>$882,524</td>
<td>$974,378</td>
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<td>Secondary Income</td>
<td>$14,760</td>
<td>$15,055</td>
<td>$15,356</td>
<td>$15,683</td>
<td>$15,977</td>
<td>$17,640</td>
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<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$830,076</td>
<td>$846,678</td>
<td>$863,611</td>
<td>$880,883</td>
<td>$898,501</td>
<td>$992,018</td>
<td>$1,095,268</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(52,256)</td>
<td>$(63,501)</td>
<td>$(64,771)</td>
<td>$(55,066)</td>
<td>$(56,388)</td>
<td>$(57,401)</td>
<td>$(58,145)</td>
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<td>Rental Concessions</td>
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<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$767,820</td>
<td>$783,177</td>
<td>$798,840</td>
<td>$814,817</td>
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<table>
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<th>EXPENSES</th>
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<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$32,500</td>
<td>$33,475</td>
<td>$34,479</td>
<td>$35,514</td>
<td>$36,579</td>
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<td>Management Fee</td>
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<td>$39,942</td>
<td>$40,741</td>
<td>$41,556</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$108,800</td>
<td>$112,066</td>
<td>$115,426</td>
<td>$118,889</td>
<td>$122,455</td>
<td>$141,959</td>
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<td>Repairs &amp; Maintenance</td>
<td>$69,922</td>
<td>$72,020</td>
<td>$74,180</td>
<td>$76,406</td>
<td>$78,698</td>
<td>$91,232</td>
<td>$105,763</td>
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<td>Electric &amp; Gas Utilities</td>
<td>$16,400</td>
<td>$16,892</td>
<td>$17,399</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
<td>$40,850</td>
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<td>$43,338</td>
<td>$44,638</td>
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<td>Annual Property Insurance Premiums</td>
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<td>$25,338</td>
<td>$26,098</td>
<td>$26,881</td>
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<td>Property Tax</td>
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<td>Reserve for Replacements</td>
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<td>$26,098</td>
<td>$26,881</td>
<td>$27,688</td>
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<td>$37,210</td>
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<td>Other Expenses</td>
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<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
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<td>Third Deed of Trust Annual Loan Payment</td>
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<td>Other Annual Required Payment</td>
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<td>Other Annual Required Payment</td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$59,110</td>
<td>$61,075</td>
<td>$62,953</td>
<td>$64,738</td>
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<td>CUMULATIVE NET CASH FLOW</td>
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<td>$120,185</td>
<td>$183,138</td>
<td>$247,876</td>
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<td>$1,037,350</td>
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<tr>
<td>Debt Coverage Ratio</td>
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<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.27</td>
<td>1.29</td>
<td>1.31</td>
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<tr>
<td>Other (Describe)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></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

Printed Name

Date

Signature, Authorized Representative, Syndicator

Printed Name

Date

If a revised form is submitted, date of submission:
January 26, 2018

Lisa Stephens  
Canova Palms, LLC  
421 W. 3rd Street #1504  
Austin, TX 78701

Re: Request for Gap Funding for Oliver Commons

Dear Ms. Stephens,

City of Irving Planning and Community Development department has received your request for Home Investment Partnerships (HOME) Grant funds on the above mentioned project. The HOME funds will be in the form of a loan in the amount of $1,000,000 at 1% interest with a non-amortizing forty-year term for the development of Oliver Commons to be located at 3090 Rock Island Rd in Irving, Texas. The loan request is for a soft pay, cash flow dependent loan that is not foreclosable during the term of the affordability period (35 years). We understand that you are applying for housing tax credits from TDHCA to finance this development. No additional funding sources are anticipated at this time.

City of Irving will consider your request and make a decision prior to September 1, 2018.

Sincerely,

[Signature]

Richard H. Stopfer  
Mayor  
City of Irving
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
January 23, 2018

Lisa Stephens
421 West 3rd Str.
Ste. 1504
Austin, TX 78701

RE: Saigebrook Development, LLC
    Oliver Commons, [Irving, 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, capital contributions to the limited partnership would total $13,648,635 payable as follows:

$2,729,727 (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;

$4,094,591 (30%) upon the later to occur of (i) Completion Date; and

$6,824,318 (50%) 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 $10,200,000 and a permanent loan in the amount of $3,400,000 from Community Bank of Texas with a construction period of 24 months, a term of 18 years, an amortization of 35 years, a construction interest rate of 5.75% and a permanent interest rate of 6.25%. The development will benefit from a loan of $1,000,000 from City of Irving HOME anticipated to have a 1% interest rate, non-amortizing 40 year term.

Reserves are to be included in the development budget as follows: Operating Deficit Reserves of approximately 6 months of debt service and expenses of $350,000 and a Lease Up Reserve in the amount of $97,500.
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,

[Signature]

Scott M. Arrighi  
Vice President, Assistant Director, Acquisitions
# 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>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>Capital Bank of Texas</td>
<td>Conventional Loan</td>
<td>$10,200,000</td>
<td>5.75%</td>
<td>1st</td>
</tr>
<tr>
<td>City of Irving</td>
<td>Local Government Loan</td>
<td>$1,000,000</td>
<td>1.00%</td>
<td>2nd</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Boston Capital</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$6,824,318</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Irving</td>
<td>In-Kind Contribution</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Saigebrook Development</td>
<td>$899,009</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>Total Sources of Funds</td>
<td>$18,024,318</td>
<td>$18,948,144</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Uses of Funds</td>
<td>$18,948,144</td>
<td></td>
</tr>
</tbody>
</table>

---

*Note: Values and percentages are illustrative and subject to change.*
The syndicator is requiring approximately 6 months of debt service and expenses for Operating Deficit Reserves, currently estimated to be $350,000. Additionally, $97,500 of Lease Up Reserves are also being required by the syndicator. The lender requirements for reserves will mirror the syndicator's requirements. $300 per unit is being budgeted for annual Replacement Reserves.

Construction debt financing will be provided by Community Bank of Texas in the form of a construction loan of up to $10,200,000. The interest rate on the construction loan will be priced at a variable rate of Prime Floating subject to a minimum all-in rate and floor of 5.75%. The term of the construction loan will be 24 months plus one 6-month extension for a total construction loan period including extension of 30 months. Permanent debt financing will also be provided by Community Bank of Texas in the form of a construction loan of approximately $3,400,000, at an assumed...
## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$815,316</td>
<td>$831,622</td>
<td>$848,255</td>
<td>$865,220</td>
<td>$882,524</td>
<td>$974,378</td>
<td>$1,075,792</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$14,760</td>
<td>$15,035</td>
<td>$15,356</td>
<td>$15,663</td>
<td>$15,977</td>
<td>$17,640</td>
<td>$19,476</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$830,076</td>
<td>$846,678</td>
<td>$863,611</td>
<td>$880,883</td>
<td>$898,501</td>
<td>$992,018</td>
<td>$1,095,268</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(52,556)</td>
<td>$(54,556)</td>
<td>$(56,772)</td>
<td>$(56,663)</td>
<td>$(57,388)</td>
<td>$(57,401)</td>
<td>$(58,219)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$777,520</td>
<td>$792,122</td>
<td>$807,839</td>
<td>$824,510</td>
<td>$841,113</td>
<td>$934,617</td>
<td>$1,043,089</td>
</tr>
</tbody>
</table>

### EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$32,500</td>
<td>$33,475</td>
<td>$34,479</td>
<td>$35,514</td>
<td>$36,579</td>
<td>$42,405</td>
<td>$49,159</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$3,839</td>
<td>$3,915</td>
<td>$3,992</td>
<td>$4,071</td>
<td>$4,156</td>
<td>$4,581</td>
<td>$5,056</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$108,800</td>
<td>$112,064</td>
<td>$115,426</td>
<td>$118,889</td>
<td>$122,455</td>
<td>$141,959</td>
<td>$164,570</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$69,922</td>
<td>$72,020</td>
<td>$74,180</td>
<td>$76,406</td>
<td>$78,698</td>
<td>$91,232</td>
<td>$105,763</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$16,400</td>
<td>$16,892</td>
<td>$17,399</td>
<td>$17,921</td>
<td>$18,458</td>
<td>$21,398</td>
<td>$24,806</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$40,850</td>
<td>$42,076</td>
<td>$43,338</td>
<td>$44,638</td>
<td>$45,977</td>
<td>$53,300</td>
<td>$61,789</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$24,600</td>
<td>$25,338</td>
<td>$26,098</td>
<td>$26,881</td>
<td>$27,668</td>
<td>$32,097</td>
<td>$37,210</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$100,000</td>
<td>$103,000</td>
<td>$106,090</td>
<td>$109,273</td>
<td>$112,551</td>
<td>$130,477</td>
<td>$151,259</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$24,600</td>
<td>$25,338</td>
<td>$26,098</td>
<td>$26,881</td>
<td>$27,668</td>
<td>$32,097</td>
<td>$37,210</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,120</td>
<td>$3,214</td>
<td>$3,310</td>
<td>$3,409</td>
<td>$3,512</td>
<td>$4,071</td>
<td>$4,719</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$459,183</td>
<td>$472,257</td>
<td>$486,360</td>
<td>$500,552</td>
<td>$515,161</td>
<td>$594,919</td>
<td>$687,142</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$308,637</td>
<td>$310,602</td>
<td>$312,480</td>
<td>$314,265</td>
<td>$315,953</td>
<td>$322,697</td>
<td>$325,981</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
<td>$239,527</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$59,110</td>
<td>$61,075</td>
<td>$62,953</td>
<td>$64,738</td>
<td>$66,425</td>
<td>$73,170</td>
<td>$76,454</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$59,110</td>
<td>$120,185</td>
<td>$183,138</td>
<td>$247,876</td>
<td>$314,301</td>
<td>$663,290</td>
<td>$1,037,350</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.24</td>
<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.27</td>
<td>1.29</td>
<td>1.31</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></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)

[Signatures and Dates]

If a revised form is submitted, date of submission: 

---

Phone: 
Email: 

[Date]

---

Printed Name: 
Signature, Authorized Representative, Construction or Permanent Lender

[Signature]

Printed Name: 
Signature, Authorized Representative, Syndicator

[Signature]
2018 HTC Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2018-29

WHEREAS, Oliver Commons, LLC has proposed a development for affordable rental housing named Oliver Commons, in the City of Irving, Texas; and

WHEREAS, Oliver Commons, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive Housing Tax Credits for Oliver Commons; and

WHEREAS, the City of Irving finds the need for such affordable housing for citizens within the City’s boundaries and supports the Oliver Commons development; and

WHEREAS, the City of Irving will provide a grant, reduced fee, or contribution of other value for the benefit of the development in an amount of at least $500

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

SECTION I. THAT the City of Irving, Dallas County, hereby supports the proposed Oliver Commons and confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(A)(4).

SECTION II. THAT the Mayor of the City of Irving is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on January 26, 2018.

RICHARD H. STOPFER
MAYOR

ATTEST:
Shanae Jennings
City Secretary

APPROVED AS TO FORM:
Kuruvilla Oommen
City Attorney
January 26, 2018

Tim Irvine
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Oliver Commons
TDHCA APP#18363

Dear Mr. Irvine,

This letter is to confirm that if the Canova Palms, Application #18363 is awarded tax credits that the City of Irving will provide construction permitting waivers that will be a direct benefit to the development in the amount of no less than $500.

Sincerely,

Richard H. Stopfer
Mayor
City of Irving
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
### Sponsor Characteristics (Competitive HTC Only)

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: | 100.00% |
   | Total: | 300.00% |

   **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

   - [x] No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   - [ ] Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 2

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**

   - [ ] A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - [ ] A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

   - [ ] No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.

   - [ ] 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 addition information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
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>
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</thead>
<tbody>
<tr>
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<td>Georgetown, TX</td>
<td>102</td>
<td>80</td>
<td>22</td>
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<tr>
<td>Stillhouse Flats</td>
<td>Harker Heights, TX</td>
<td>96</td>
<td>88</td>
<td>8</td>
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<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>
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<tr>
<td>Art at Bratton’s Edge</td>
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<td>Saige Meadows</td>
<td>Tyler, TX</td>
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<td>Dallas, TX</td>
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<td>75</td>
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<td>Amberwood</td>
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<td>City, State</td>
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<td>Unit 2</td>
<td>Unit 3</td>
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<td>Abilene, TX</td>
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<td>72</td>
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<td>Tylor Grand</td>
<td>Abilene, TX</td>
<td>120</td>
<td>120</td>
<td>0</td>
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<tr>
<td>Singing Oaks (Rehab)</td>
<td>Denton, TX</td>
<td>126</td>
<td>122</td>
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<td>Pinnacle at North Chase</td>
<td>Tyler, TX</td>
<td>120</td>
<td>120</td>
<td>0</td>
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<td>Live Oak Apts (Rehab)</td>
<td>Live Oak, FL</td>
<td>87</td>
<td>83</td>
<td>4</td>
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<tr>
<td>Pine Terrace Apts (Rehab)</td>
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<td>Oak Ridge Estates</td>
<td>Tarpon Spgs, FL</td>
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<td>Cypress Cove Apartments</td>
<td>Winter Haven, FL</td>
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<td>Pinnacle at Magnolia Pointe</td>
<td>McComb, MS</td>
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</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:

Informations 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!
Oliver Commons
ORGANIZATIONAL CHART

APPLICANT / OWNER

Applicant / Owner
Oliver Commons, LLC

Managing Member
Saigebrook Oliver, LLC
0.01%

Syndicator to be named
99.99% investor “LP” Member

Saigebrook Development, LLC
(A Texas HUB)
100%

Lisa Stephens
100%
Oliver Commons
ORGANIZATIONAL CHART

DEVELOPER

Saigebrook Development, LLC
(A Texas HUB)

100% Developer and Fee

Lisa Stephens

100%
Oliver Commons
ORGANIZATIONAL CHART

GUARANTOR

Guarantor
Saigebrook Oliver, LLC

Saigebrook Development, LLC
(A Texas HUB)
100%

Lisa Stephens
100%
2018 HTC
Full Application

Part 5 Tab 38

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>Org. 1</th>
<th>Organization Legal Name:</th>
<th>Saigebrook Oliver, LLC</th>
<th>Role/Title</th>
<th>Managing Member and Guarantor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address: 421 West 3rd Street #1504</td>
<td>City: Austin</td>
<td>State: TX</td>
<td>Zip: 78701</td>
</tr>
<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% of Saigebrook Oliver, LLC and 100% Guarantor</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed: TBF</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td></td>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone: (352) 213-8700</td>
<td>Email: <a href="mailto:lisa@saigebrook.com">lisa@saigebrook.com</a></td>
</tr>
<tr>
<td></td>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
<tr>
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<td></td>
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<tr>
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<tr>
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<td>3. TDHCA Experience:</td>
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<td>5. TDHCA Experience:</td>
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<td>6. TDHCA Experience:</td>
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<tr>
<td>Org. 1.1</td>
<td>Organization Legal Name:</td>
<td>Saigebrook Development, LLC</td>
<td>Role/Title</td>
<td>Sole Mem and Dev</td>
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<tr>
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<td>City: Austin</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% of Saigebrook Oliver, LLC and 100% Developer</td>
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<td>Organization legally formed?</td>
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<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone: 352-213-8700</td>
<td>Email: <a href="mailto:lisa@saigebrook.com">lisa@saigebrook.com</a></td>
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</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
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<td>1. Lisa M. Stephens</td>
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<td>Zip:</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<td>Legal Org is or will be:</td>
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<td>Ability to exercise Control over the Development?</td>
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<td>List of Sub-Entities or Principals:</td>
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</tr>
</tbody>
</table>
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Full Application

Part 5 Tab 39

Previous Participation
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Oliver Commons, LLC
Saigebrook Oliver, LLC

Email Address: lisa@saigebrook.com

City & State of Home Addr: Austin, TX

Applicant Legal Name: Oliver Commons, LLC

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>NA</td>
<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>
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<td>CSBG</td>
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<td>ESG</td>
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<td>TBRA</td>
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<td>Other:</td>
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<tr>
<td>NSP</td>
<td></td>
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</tbody>
</table>
Previous Participation Form

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Person/Role:

<table>
<thead>
<tr>
<th>Person/Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saigebrook Development, LLC</td>
</tr>
<tr>
<td>Lisa M. Stephens</td>
</tr>
</tbody>
</table>

Email Address:

<table>
<thead>
<tr>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:lisa@saigebrook.com">lisa@saigebrook.com</a></td>
</tr>
</tbody>
</table>

City & State of Home Addr:

<table>
<thead>
<tr>
<th>City &amp; State of Home Addr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canova Palms, LLC</td>
</tr>
<tr>
<td>Oliver Commons, LLC</td>
</tr>
<tr>
<td>The McFarland, LLC</td>
</tr>
</tbody>
</table>

Applicant Legal Name:

<table>
<thead>
<tr>
<th>Applicant Legal Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canova Palms, LLC</td>
</tr>
<tr>
<td>Oliver Commons, LLC</td>
</tr>
<tr>
<td>The McFarland, LLC</td>
</tr>
</tbody>
</table>

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>
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<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>
</tr>
<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>
</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>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LIHEAP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TGRA</td>
</tr>
<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</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
### Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

<table>
<thead>
<tr>
<th>Developer:</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>Email</td>
<td>TBD</td>
<td>45-3062708</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Housing General Contractor:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Infrastructure General Contractor:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Estimator:</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>Email</td>
<td>TBD</td>
<td>45-3062708</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Architect:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miller Slayton Architects</td>
<td>Paul Slayton</td>
<td>(352) 377-0505</td>
</tr>
<tr>
<td>Email</td>
<td>TBD</td>
<td>20-1755942</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Role</td>
<td>Name</td>
<td>Contact Name</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Engineer</td>
<td>TBD</td>
<td>Contact Name</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>Kimley Horn</td>
<td>Harrison Hudson</td>
</tr>
<tr>
<td>Market Analyst</td>
<td>Apartment Market Data, LLC</td>
<td>Darrell G. Jack</td>
</tr>
<tr>
<td>Appraiser</td>
<td>N/A</td>
<td>Contact Name</td>
</tr>
<tr>
<td>Attorney</td>
<td>Shutts &amp; Bowen, LLP</td>
<td>Robert Cheng</td>
</tr>
<tr>
<td>Accountant</td>
<td>Tidwell Group</td>
<td>Steve LeClere</td>
</tr>
</tbody>
</table>
### Property Manager:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accolade Property Management</td>
<td>(214) 496-0600</td>
<td><a href="mailto:sbaker@accoladepm.com">sbaker@accoladepm.com</a></td>
</tr>
<tr>
<td>Stephen Baker</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>04-3694643</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Bank of Texas</td>
<td>(409) 861-7200</td>
<td><a href="mailto:srose@communitybankoftx.com">srose@communitybankoftx.com</a></td>
</tr>
<tr>
<td>Stephen Rose</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>74-1946814</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Bond Issuer:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
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</tbody>
</table>

Certified Texas HUB? | No |

This is a direct or indirect, financial, or other interest with Applicant or other team members* |

### Syndicator:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boston Capital Corporation</td>
<td>(617) 624-8867</td>
<td><a href="mailto:sarrighi@bostoncapital.com">sarrighi@bostoncapital.com</a></td>
</tr>
<tr>
<td>Scott Arrighi</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>04-3451800</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Supportive Services Provider:

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

Certified Texas HUB? | No |

This is a direct or indirect, financial, or other interest with Applicant or other team members* |

### Supportive Services Provider:

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

Certified Texas HUB? | No |

This is a direct or indirect, financial, or other interest with Applicant or other team members* |
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title Company</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First American Title Insurance Company</td>
<td>(407) 244-0001</td>
<td><a href="mailto:ryenque@firstam.com">ryenque@firstam.com</a></td>
<td>TBD</td>
<td>95-2566122</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Application Consultant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S. Anderson Consulting, LLC</td>
<td>(512) 789-1295</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>TBD</td>
<td>46-2015199</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ESA Provider</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terracon Consultants, Inc.</td>
<td>(214) 630-1010</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PCA Provider</strong></td>
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<tr>
<td>N/A</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O-SDA Industries, LLC - Consultant</td>
<td>(830) 330-0762</td>
<td><a href="mailto:megan@o-sda.com">megan@o-sda.com</a></td>
<td>TBD</td>
<td>80-0641068</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.
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>One bedroom</td>
<td>14</td>
<td>5%</td>
<td>0.7</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Two bedroom</td>
<td>48</td>
<td>5%</td>
<td>2.4</td>
<td>2.4</td>
<td>3</td>
</tr>
<tr>
<td>Three bedroom</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</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><strong>Total</strong></td>
<td><strong>82</strong></td>
<td></td>
<td><strong>4.1</strong></td>
<td><strong>4.4</strong></td>
<td><strong>5</strong></td>
</tr>
</tbody>
</table>

*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"*

**EXAMPLE:**

<table>
<thead>
<tr>
<th>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></td>
<td>82</td>
<td>5%</td>
<td>4.1</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>68</strong></td>
<td></td>
<td><strong>3.4</strong></td>
<td><strong>4.2</strong></td>
<td><strong>4</strong></td>
</tr>
</tbody>
</table>

*NOTE: Required is 4, but calculation yields 4.2. Applicant selected which to round down Under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least five percent (5%) of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

By: ________________________________ PAUL SLAYTON
Signature                          Printed Name

Date: 1/24/18                        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 Units</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></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One bedroom</td>
<td>14</td>
<td>2%</td>
<td>0.28</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Two bedroom</td>
<td>48</td>
<td>2%</td>
<td>0.96</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Three bedroom</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>82</td>
<td></td>
<td>1.64</td>
<td>3</td>
<td>3</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 Units</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></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></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></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

*NOTE: Required is 2, but calculation yields 3. Applicant selected which Unit(s) to include under "Units Proposed"*

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: ____________________________  PAUL SLAYTON

Printed Name

1/24/18  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>165</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>87</td>
<td>0.5272727272</td>
</tr>
<tr>
<td>Bldg 2</td>
<td>40</td>
<td>0.2424242424</td>
</tr>
<tr>
<td>Bldg 3</td>
<td>38</td>
<td>0.2303030303</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>165</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 - 14:30, 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>14</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>11</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Bldg 2</td>
<td>3.39393939</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Bldg 3</td>
<td>3.22424242</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>17.618182</td>
<td>13</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>10.666667</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>1.7777778</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></td>
<td>16</td>
<td>15</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 6 of fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided.

[Signature]

PAUL SLAYTON
Printed Name

MILLER SLAYTON ARCHITECTS, INC
Firm Name (If applicable)

1/24/18
Date
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

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

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

http://www.tdhca.state.tx.us/section-811-pra/resource-documents.htm

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

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
December 28, 2016

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,

[Signature]

Marni Holloway
Director of Multifamily Finance
2018 HTC
Full Application

Part 5 Tab 44

Multifamily Direct Loan
Affirmative Marketing Plan

NA
2018 HTC
Full Application

Part 5 Tab 45

Credit Limit Documentation
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

<table>
<thead>
<tr>
<th>Part I. Applicant Credit Limit Documentation</th>
<th>Part II. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</td>
<td>b. Person/entity has at least one other application in the current Application Round.</td>
</tr>
<tr>
<td>1. Oliver Commons, LLC</td>
<td>No</td>
</tr>
<tr>
<td>2. Saigebrook Oliver, 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>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  
1-23-18  
1-23-18  
Its: President  
Date
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>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that ______ 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: 1-23-18
**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
- [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>100.00%</td>
</tr>
</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)]

Lisa M. Stephens  
Printed Name

1-23-18  
Date
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#: 18363</th>
</tr>
</thead>
</table>

#### 1. Local Government Support - §11.9(d)(1)
- [x] 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)
- [x] 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)
- [x] 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. Shared Housing Center, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>Maria Machado</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. Family Promise of Irving</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>Teri Petty</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C. The Family Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>Paige Flink</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. Women in Need of Generous Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>Jennifer M. Ware</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. Genesis Women's Shelter and Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>Jan Langbein</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. Metrocare Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
</tr>
<tr>
<td>John W. Burruss, M.D.</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 7 Tab 46

Local Government Support
and
Support from State Representative
CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2018-29

WHEREAS, Oliver Commons, LLC has proposed a development for affordable rental housing named Oliver Commons, in the City of Irving, Texas; and

WHEREAS, Oliver Commons, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2018 Competitive Housing Tax Credits for Oliver Commons; and

WHEREAS, the City of Irving finds the need for such affordable housing for citizens within the City's boundaries and supports the Oliver Commons development; and

WHEREAS, the City of Irving will provide a grant, reduced fee, or contribution of other value for the benefit of the development in an amount of at least $500

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

SECTION I. THAT the City of Irving, Dallas County, hereby supports the proposed Oliver Commons and confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(A)(4).

SECTION II. THAT the Mayor of the City of Irving is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on January 26, 2018.

RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney

CITY OF IRVING
STATE OF TEXAS

RES-2018-29
January 26, 2018

TDHCA
Tim Irvine, Executive Director
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #18363 Oliver Commons

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Application #18361 Oliver Commons to be located in Irving, TX. There is a need for housing that is affordable to citizens of modest means and this development will help fulfill that need.

Sincerely,

Rodney Anderson
State Representative
HD105 – Irving and Grand Prairie
2018 HTC
Full Application

Part 7 Tab 46

Input from Community Organizations
January 12, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE:  Canova Palms, TDHCA App#18361
     Oliver Commons, TDHCA App#18363

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Applications for a proposed work force housing development;

- “Canova Palms” TDHCA Application #18361 to be located at the 1717 Irving Blvd, Irving, TX., Dallas County.

- “Oliver Commons” TDHCA Application #18363 to be located at 3090 Rock Island, Irving, TX., Dallas County.

Shared Housing Center, Inc. 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 Dallas County, TX. We believe that there is a need for housing that is affordable to citizens of modest means in Irving, TX and these developments will help meet that need.

Sincerely,

Maria Machado
Executive Director
SHARED HOUSING CENTER, INC.
402 N GOOD LATIMER EXPY
DALLAS, TX 75204-5814

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 10-03-1986
Sales and use tax, as of 01-26-1988
  (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: 17521375224

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
In reply refer to: 0248132325
Mar. 06, 2014 LTR 4168C 0
75-2137522 000000 00
00019082
BODC: TE

SHARED HOUSING CENTER INC
402 N GOOD LATIMER EXPY
DALLAS TX 75204

Employer Identification Number: 75-2137522
Person to Contact: Mr. Perry
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 25, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1987.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.
SHARED HOUSING CENTER INC
402 N GOOD LATIMER EXPY
DALLAS TX 75204

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Susan M. O'Neill
Susan M. O'Neill, Department Mgr.
Accounts Management Operations
Shared Housing Center, Inc. - Dallas
@ShareHousing

About
FIND US
402 N. Good Latimer Expwy
Dallas, Texas
@ShareHousing
Call (214) 821-8510

ADDITIONAL CONTACT INFO
- info@sharehousing.com
- http://sharehousing.org

MORE INFO
- About
  Shared Housing Center, Inc. provides and facilitates affordable housing alternatives and supportive services in Dallas County.
- Company Overview
  Established in 1984, Shared Housing Center, Inc. was created to provide and facilitate affordable housing options in Dallas County. Our mission statement is found here. See More

STORY
- General Information
  HOME IS MORE THAN JUST A ROOF AND OUR COZY WALLS.
- Charity Organization - Nonprofit Organization

Home About Photos Reviews Videos Events Parks Community

Facebook © 2016
English (US) Español Français (France) 中文 (简体) Portugues (Brazil) Italiano 한국어 Deutsch 한국어
Our Programs

There are many factors to account for why someone becomes homeless death of a companion, loss of employment and income, catastrophic illnesses, domestic violence, substance abuse; but whatever the reason or circumstance, no one intends or plans to become homeless. For the most part, it happens even when we are careful to follow the route we have charted for ourselves. And in the last 10 years, the fastest growing segment of homeless, both nationally and locally, are single parent families headed by women.

Our clients enter our door through one of two housing programs. Each client receives services and guidance in addition to a place to call home if only for while.

- Each client receives basic necessities — food, clothing and other necessities.
- We perform a needs assessment to assist our clients with their goals and objectives. Our unique Building Blocks program helps us to chart a specific course for everyone, designed to take full advantage of their distinctive talents and targeted to their self-defined ambitions.
- We offer an extensive program of counseling to address emotional and life skills challenges, job training and education to prepare them for tough times and tutoring and mentoring for the kids to ensure that the next generation can navigate life’s challenges.
- We also offer financial literacy, budgeting and savings and better parenting for the adults, building self-esteem and self-confidence for the kids — so that they can be assured of success as they get closer to the point of returning to a more stable life.
- The final step is their graduation and recognition by themselves and those around them that they are truly fit for the journey ahead.

Shared Housing Center relies on collaborative partnerships to help our clients become self-sufficient and independent. The following list represents some of our key partnerships & friendships:

- Captia in Hope’s Kids - provides a resource for free diapers, toys, clothing and other basic items for children. Captain in Hope’s Kids also coordinates several special events during the course of the year.
- More than Conquerors - Mr. Wood and his church friends congregate at our home once a month to prepare a homemade breakfast for our families. Our families look forward to sharing friendship, fellowship and a great spread.
- Parkland HOMES - With a great working relationship with staff members from Parkland HOMES, our clients participate in a mental health group session on a weekly basis on our premises. From this experience, families can request services on a more personal basis for themselves and their family. Parkland HOMES’ medical is also accessible to our clients for medical services including annual shots for school age children.
- North Texas Food Bank - at a member, we can order food for our food pantry. Our food pantry is available for our current and former clients.
- Rainbow Days - designated staff members work with the children at our facilities teaching life skills to overcome adversity and build self-esteem. Rainbow Days curriculum focuses on the challenges and obstacles that homeless children experience and gives them hope for a brighter future.
- Vogel Alcove - provides free day care services for children under the age of 5 and supportive services for the families involved. Vogel Alcove offers parenting skills and assistance in development issues so that a child will be ready for school.

Shared Housing Mission:

Shared Housing Center was created in 1984 to provide and facilitate affordable housing options. Our mission has been to offer housing options and supportive services that foster independence, empowerment, and self-worth and to serve a multicultural, intergenerational population. Applications for Homeshare, Group Residence and volunteering are at the bottom of this page.

Please connect with us:

(http://www.sharedhousing.org/contactus.html)

Donate

Upcoming Events

School is Cool
Saturday, August 20, 2016
11:00am - 1:00pm

Camp Gingerbread
NorthPark Center
Saturday and Sunday
December 3 & 4, 2016
10:30 a.m. - 4:30 p.m.

Holiday Hope Party
Saturday, December 17, 2016
11:00am - 1:00pm

Shared Housing programs include Homeshare & Homeshare CARE programs - provides housing solutions for individuals who have housing with individuals in need of housing. Learn more (homeshare.html)

Group Residence Shelter - provides temporary supportive housing for homeless single parent's mothers with children and older adults (age 50+). Learn more (group-residence.html)

Coming soon:
Green Haus Community - 24-unit new construction with "green design". The community will provide permanent supportive housing as well as temporary housing with a focus on homeless families and single older adults. Learn more (green-haus.html)
January 15, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE: Oliver Commons, TDHCA App#18363

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Applications for a proposed work force housing development;

- “Oliver Commons” TDHCA Application #18363 to be located at 3090 Rock Island, Irving, TX., Dallas County.

Family Promise of Irving 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 families with children in a homeless situation as they work to regain self-sufficiency. We believe that there is a need for housing that is affordable families with modest means in Irving, TX and this development will help meet that need.

Sincerely,

Teri Petty
Executive Director
FAMILY PROMISE OF IRVING  
PO BOX 177516  
IRVING, TX 75017-7516  

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 07-13-2010
- Sales and use tax, as of 01-31-2011
  - (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: 32042227382

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.

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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.
Family Promise Of Irving Video

What is Family Promise of Irving?

A faith-based, non-profit organization that assists children and their families who have lost or are at risk of losing their housing regain self-sufficiency by providing food, shelter, community resources, and encouragement through a network of volunteers.

Contact Program Director Teri Petty 972-313-1500 for more details on support services and volunteer opportunities.

Who do we serve?

- Families who have lost, or are at risk of losing, their current housing, including families living in hotels or with family or friends.
- Must be 18 years or older and have at least one dependent child under the age of 18.
- Must have a stable history of either work or housing.
- Must be capable of regaining self-sufficiency.
- Must be drug and alcohol free with no serious criminal record.
- Families must commit to:
  - Seeking full-time employment and housing on a daily basis;
  - Meeting regularly with a case manager and completing a case management plan;
  - Saving at least 75% of earned income; and
  - Remaining drug and alcohol free while in the program. H No religious affiliation necessary.

How to qualify?

- Step 1: Call 972-313-1500 to answer a short prequalification questionnaire. (~5 min)
- Step 2: If prequalified, schedule and complete a phone interview. (~15 min)
- Step 3: If requested, schedule and complete an in-person interview with all family members present. (~1 hour)
- Step 4: Submit to a background check and drug screening.
- Step 5: Acknowledge, sign, and abide by all guest guidelines.

About the Program

- Families enter the program with an initial 30-day stay in mind.
- Families use the Day Center, which offers laundry and shower facilities, as their home base while in the program.
- Families stay overnight at host congregations where volunteers provide all meals and transportation to and from the Day Center.
- With all basic needs provided free of charge, families concentrate on meeting the goals set out in their case management plan, including securing permanent housing.
Learn even more about our program from the video below:

Family Promise of Irving on Trinity Broadcasting Network

Contact Info
Family Promise of Irving
P.O. Box 177516
Irving, TX 75017-7516
info@familypromiseirving.org
Teri Petty, Director
972-313-1500
January 24, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE: Canova Palms, TDHCA App#18361
    Oliver Commons, TDHCA App#18363

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Applications for proposed senior and work force housing developments;

- “Canova Palms” TDHCA Application #18361 to be located at the 1717 Irving Blvd, Irving, TX., Dallas County.

- “Oliver Commons” TDHCA Application #18363 to be located at 3090 Rock Island, Irving, TX., Dallas County.

The Family Place 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 Dallas County, TX. We believe that there is a need for housing that is affordable to citizens of modest means in Irving, TX and these developments will help meet that need.

Sincerely,

Paige Flink
CEO
The Family Place
THE FAMILY PLACE
PO BOX 7999
DALLAS, TX 75209-0999

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 12-28-1977
Sales and use tax, as of 05-13-1981
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
State portion of hotel occupancy tax, charitable as of 05-13-1981
(provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 17515908964

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.
Our Services

We provide everything family violence victims need to be safe—a hotline, safe housing, legal help, supervised visitation, counseling for victims and abusers, and community education.

Get Help Now  Get Involved  Learn More

The Family Place is a nonprofit agency that helps families hurt by domestic violence. All services are provided free of charge, with exception of the Battering Intervention and Prevention Program (BIPP). All services are also available in English and Spanish. [Haga clic aqui para version en espanol]

In 2012, the Center for Nonprofit Management presented The Family Place the Nonprofit of the Year Award. In 2000, the Texas Homeless Network named The Family Place the Most Outstanding Domestic Violence Agency in the state of Texas, and in 2004, the Center for Nonprofit Management presented The Family Place with its Mission Achievement Award.

Safety, shelter and hope start here

Make the call that will help change your life.
214-941-1991

The Family Place - Safe Campus from Beyond on Vimeo.


Emergency Shelter: provides family violence victims with safety, food, clothing, transportation, legal services, counseling and case management services at our 100-bed Safe Campus.

Transitional Housing: provides long-term housing, education and training to help victims rebuild their lives in 25 on-site apartments at the Safe Campus.

Child Development Center: provides full-time childcare for clients at the Safe Campus with a curriculum designed for the unique needs of traumatized children.

Safe Campus Learning Center: provides K-2 students with an on-site school that keeps them safe and helps them regain developmental delays.
Community-based Counseling: offers group and individual counseling and support services in four offices located in Dallas County and at collaborative partner sites.

Children’s Counseling: uses play therapy and activity-based programming to help children who have witnessed family violence change the way they look at the world.

Be Project: teaches students how to prevent bullying, sexual assault and teen dating violence.

Incest Recovery Program: provides counseling for victims of incest.

Supervised Child Visitation: provides supervised visitation and monitored exchange to families with a history of family violence.

Battering Intervention and Prevention Program (BIPP): provides counseling for abusers working to change their violent behavior.

Dignity at Work: Through career and financial empowerment training, our job-readiness program inspires and equip clients to gain economic independence with dignity.

Legal Services: provides on-site attorneys for clients in cooperation with Legal Aid of NorthWest Texas.

Resale Shop: provides clients with vouchers to purchase what they need so they can start over and raises funds through donations and sales. Contact the Resale Shop at 214-358-0381.
Inside The Family Place

Celebrating the Opening of Ann Moody Place

by Emily Roberts | Jun 28, 2017

The Family Place hosted an Open House for its new facility, Ann Moody Place on Sunday, June 4, 2017 for board members, donors, community leaders and others involved in The Family Place.

Among the 200 guests in attendance were current and past board members of The Family Place, donors to the Legacy Capital Campaign, board members of Partners Auxiliary, members of Young Partners Auxiliary, members of the SakeKeepers Giving Society, Mayor Mike Rawlings, local city council representatives, District Attorney Faith Johnson, administrators from local hospitals including Parkland Memorial Hospital, Children’s Medical Center of Dallas and Baylor University Medical Center, financiers of the facility, local artists whose work is on display in the building, in-kind donors, project partners and The Family Place staff.

Attendees sat in the Paige Flink Healing Garden and the Make It Count Children’s Playground while speakers made remarks from the second floor balcony. Lynn McBee, President of The Family Place Foundation Board, welcomed all attendees to the program and thanked the top donors to the facility. Mayor Mike Rawlings took to the podium to say a few words about the importance of the facility.

Karen Moody-Flink spoke and thanked The Family Place for allowing the Moody Foundation to be part of their amazing work in the community. Paige Flink, CEO of The Family Place, thanked all the in-kind donors to the facility, and shared about a recent encounter with a survivor of domestic violence. Hilary Own, Director of Restoration Ministries at Highland Park United Methodist Church, blessed the new facility.

Paige Flink returned for a special ceremony. With the help of children on the balcony, Flink released 10 monarch butterflies to honor the 10 women from Dallas and Collin Counties who lost their lives due to domestic violence in 2015. After the memorial, Eric White, President of The Family Place Board of Directors, concluded the program and invited all guests to tour the new facility.

The Family Place Board of Directors acted as docents for areas of interest during self-guided tours. Highlights included 47 emergency shelter beds, expanded space for the Dignity at Work job readiness program, Be Project offices for bullying and teen dating violence prevention, medical and dental clinics, and animal kernels for victims who don’t want to leave pets behind when fleeing an abusive situation.

Designed by leading architecture and design firm Corgan, the facility is also home to administrative and program offices. A capital campaign began with a $5 million lead gift from the Moody Foundation and concluded with a $1 million match grant from Highland Capital Management, for a total raised of over $16,898,000.

Contact Us

The Family Place is located 1601 N. Henderson St. in Dallas. For access to The Family Place services and other resources, call the 24-Hour Hotline 214-941-1991.
for them providing comprehensive resources and safety.

“Financial pressures, the increased consumption of alcohol, and holiday expectations can all raise stress levels and lead to incidents of domestic violence,” said Paige Flink, CEO of The Family Place. “Our Safe Campus is a peaceful refuge for survivors, and we work to make it a happy and joyful place for children, especially during the holidays.”

For most holiday chaos means battling long lines at the mall, but for victims of family violence, the battle can be life threatening. In Texas 158 women were killed by intimate partners in 2015, according to the Texas Council on Family Violence. Dallas County was second only to Harris County with 13 women killed by intimate partners in 2015. Family violence murders are on the rise in Tarrant County and Collin County with six and three fatalities, respectively. 37% of women killed in 2015 had taken steps to end their relationships.

The Family Place encourages those in abusive relationships to seek help and make a safety plan before leaving to protect themselves and their children. A safety plan is personal to each situation but typically contains contact information of a domestic violence agency or hotline, contact information of trusted friends and/or family, a packed bag of essentials, and important legal documents.

Because more time is spent at home around family during the holidays, the likelihood of an incident may increase. If you find yourself in a volatile domestic violence situation, remain nonaggressive with your abuser. Know who to reach out to or where to go in case you leave the location. Stay away from rooms in the house with objects that could be used as a weapon, such as the kitchen or bathroom.

“Anyone experiencing domestic abuse can reach out to The Family Place for help 24 hours a day through our hotline—(214) 941-9991,” Flink said. “We are here with shelter, counseling and support services that help victims escape, stay safe, and start new lives so that the violence doesn’t continue into the next generation.”

About The Family Place

The Family Place is one of the largest family violence service providers in the state of Texas providing services in Dallas and Collin counties. The agency works to eliminate family violence through intervention and proactive prevention, extensive community education, and advocacy and assistance for victims and their families. Since 1978 The Family Place has counseled more than 225,000 clients, provided lifesaving shelter to more than 22,000 women, children and men, and answered more than 550,000 calls for help. The Family Place has helped more than 20,000 batterers learn how to change their abusive behavior. Its Be Project provides bullying and teen dating violence prevention education to more than 6,000 students each year. In 2017 The Family Place will open the first family violence shelter for men and their children in the state. All programs are provided in Spanish and English.

For more information:

www.familyplace.org

The Family Place Announces $1 Million Challenge Grant

by Emily Roberts I Oct 04, 2016

Contact: Mary Catherine Benavides

214-443-7770

mcbenavides@familyplace.org

James Dondoro Announces $1 Million Challenge Grant from Highland Capital Management to Finish The Family Place’s $16.5 Million Capital Campaign

Dallas-based Domestic Agency’s Ann Moody Place Will Serve 2,000 Victims Annually

[Dallas, TX — October 4, 2016] — James Dondoro, co-founder and president of Highland Capital Management, L.P., announced today that the firm has awarded a $1 million challenge grant to help The Family Place raise the final $2.6 million for its Legacy Campaign in the next six months. The announcement was made during The Family Place’s 21st Annual Texas Trailblazer Awards Luncheon at the Hilton Anatole in Dallas, Texas.

The grant, administered through Highland Dallas Foundation, Inc., the philanthropic arm of Highland Capital Management, will match 50 percent of any funds raised for the capital campaign up to $1 million from now until April 4, 2017. With $2.6 million needed to reach the campaign.
January 24, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE:  Canova Palms, TDHCA App#18361
     Oliver Commons, TDHCA App#18363

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Applications for proposed
senior and work force housing developments;

- “Canova Palms” TDHCA Application #18361 to be located at the 1717 Irving Blvd,
  Irving, TX., Dallas County.

- “Oliver Commons” TDHCA Application #18363 to be located at 3090 Rock Island,
  Irving, TX., Dallas County.

WiNGS 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 to empower women, fight poverty and impact generations, serving
women and families in Dallas County, TX. We believe that there is a need for housing that is
affordable to citizens of modest means in Irving, TX and these developments will help meet that
need.

Sincerely,

[Signature]

Jennifer M. Ware
Chief Executive Officer
WOMEN IN NEED OF GENEROUS SUPPORT
2603 INWOOD RD
DALLAS, TX 75235-7423

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 01-01-1969
- Sales and use tax, as of 07-01-1987
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
  The entity is not exempt from hotel occupancy tax.

  Texas taxpayer identification number: 17508006990

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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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.
WOMEN IN NEED OF GENEROUS SUPPORT
2603 INWOOD RD
DALLAS TX 75235

009986

Employer ID Number: 75-0800699
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Mar. 30, 2016, regarding your tax-exempt status.

We issued you a determination letter in July 1942, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).
Sincerely yours,

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1
WiNGS provides women the tools and resources to become strong mothers, successful in the workplace and financially secure.

Financial Empowerment  WiNGS Finance & Career program helps women build financial security and assets and develop important work skills. Women are guided through a defined path of services that include financial coaching, education, savings and credit building products. Work skills training helps women secure employment or advance in their jobs.

Nurse-Family Partnership  WiNGS Nurse-Family Partnership program strengthens women and families. First-time, low-income mothers are partnered with a Bachelor-degreed nurse for 2+ years. Through home visits, nurses deliver support and mentorship first-time mothers who need to have a healthy pregnancy and baby, while developing life-long skills to parent and care for their new family.

Women’s Enterprise Center  WiNGS Women’s Enterprise Center launches women-owned businesses. This intensive program provides low-to-moderate income women with business training, financial skills and personal development needed to ensure their small businesses succeed. Participants have access to training and technical assistance, mentorship, a peer community, capital, and hands-on support.

38% of children in Dallas live in poverty

30% of ALL households in Dallas are headed by women
WiNGS and Women’s Business Council – Southwest Announce Partnership Project for Women

April 26, 2017

WiNGS Dallas, a non-profit offering programs to help women lead a better life, and the Women’s Business Council – Southwest (WBCS), the leading certification and networking organization for women business owners in the southwest region, announce a partnership project to showcase the power of women helping women in the DFW metroplex. The project will help to expand the resources and tools available to women starting a business while providing an outlet for established women business owners to give back to the community.

“This partnership came about in a very organic way between our two organizations,” said Jennifer Ware, CEO of WiNGS. “At WiNGS, we provide the tools and resources that women need to start a business in order to provide a better life for themselves and their families and we know that the women we serve can benefit from the knowledge of established women business owners.”

WiNGS has a long history of helping women lift themselves out of poverty to become strong mothers, financially secure, and successful in the workforce. Through their Women’s Enterprise program, WiNGS helps women turn their hobby or interest into a full-time business and WBCS members will have the opportunity to volunteer as guest speakers or mentors at the Center. While WiNGS is the starting point to help women create a business, WBCS provides the access to business opportunities in order to grow their business.

“At WBCS, our sweet spot is providing access for and opening the doors for women business owners to fully participate in the regional, national, and world economy,” said Debbie Hurst, President of the Women’s Business Council – Southwest. “Through this partnership with WiNGS we are continuing the circle of mentorship – women helping women reach their full potential.”

The Women’s Business Council – Southwest has over 1,200 certified Women’s Business Enterprises (WBE) representing 45 different industries, $12.3 billion in gross revenue, and the majority in business for over 10 years. In addition to certification, WBCS provides ongoing educational and networking opportunities throughout the year.

About WiNGS

WiNGS, or Women in Need of Generous Support, is a non-profit agency that helps women find their path to a better life. WiNGS programs help women become strong mothers, financially secure and successful in the workplace. The organization, formerly known as the YWCA of Metropolitan Dallas, served more than 3,000 individuals in Dallas County last year. WiNGS is headquartered at the WiNGS Center at Ebby’s Place, named after the late Ebby Halliday Abers, whose life exemplified extraordinary integrity with a focus on empowering women. To learn more, visit wingsdallas.org (http://www.wingsdallas.org).

About WBCS

Headquartered in Arlington, Texas, the Women’s Business Council – Southwest (WBCS) is dedicated to increasing mutually beneficial procurement opportunities between certified woman-owned businesses, corporations, businesses, government entities, institutions and other organizations. With more than 1,200 Women Business Enterprise (WBE) Members and over 80 Sustaining (Corporate) Members, WBCS is in its 22nd year of providing national certification to women-owned businesses. WBCS administers the national certification on behalf of the Women Business Enterprise National Council (WBENC) for the following states: Arkansas, New Mexico, Oklahoma and north and central Texas. To find out more about WBCS, please visit www.wbscsouthwest.org (http://www.wbscsouthwest.org).

One response to “WiNGS and Women’s Business Council – Southwest Announce Partnership Project for Women”


Leave a Reply

Your email address will not be published. Required fields are marked *

Comment


January 25, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE: Canova Palms, TDHCA App#18361
Oliver Commons, TDHCA App#18363

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Applications for proposed senior and work force housing developments;

- “Canova Palms” TDHCA Application #18361 to be located at the 1717 Irving Blvd, Irving, TX., Dallas County.

- “Oliver Commons” TDHCA Application #18363 to be located at 3090 Rock Island, Irving, TX., Dallas County.

Genesis Women’s Shelter & Support is a tax exempt 501(c)3 not-for-profit organization that serves the community in which the development site is located. Our mission is serving those victims of domestic violence in Dallas County, TX. On of the biggest roadblocks for women leaving abusive relationships is the lack of available safe affordable housing. It is our hope that these developments will help with this tremendous need for housing in our community.

Sincerely,

[Signature]
Jan Langhein
CEO
SHELTER MINISTRIES OF DALLAS  
PO BOX 151085 C/O CATHY FRAME  
DALLAS, TX 75315-1085  

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 12-10-1982
- Sales and use tax, as of 12-10-1982
  (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: 17518813658

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Genesis Women’s Shelter

Genesis Women’s Shelter offers a free, comprehensive continuum of care for women and children who have suffered unspeakable violence in their own homes. Serving North Texas for more than 25 years, Genesis Women’s Shelter is dedicated to ending the epidemic of domestic violence in the community by providing safety, shelter, counseling, and case management to the more than 1,000 women and children who seek recovery and strength at Genesis each year. Genesis is also committed to preventing abuse by raising the level of community awareness regarding the pervasiveness and effects of family violence.

All of the services at Genesis Women’s Shelter are confidential and free.


Get Help
Services
Education
About Us
Donate
Volunteer
Genesis Events
Genesis Benefit Thrift Store
Contact Us
SERVICES

Genesis Women’s Shelter & Support exists to help women and children live abuse-free lives. From our emergency shelter, to our counseling services available at our Outreach office, we have geared our services to provide women with the help and guidance they need most.

“For the call that comes at 2 in the morning, when a woman is run out of her house with only the clothes on her back - getting her help is our core mission.”

- Jan Edgar Langbein, CEO

Whether a woman is in a fight for her life, or trying to heal from the emotional scars of her past, we want to provide her with hope and help on her journey.

You deserve to feel safe and loved. We can help you get there.

GET HELP (/GET-HELP/)

EMERGENCY SHELTER

Our emergency shelter is at an undisclosed location so women escaping a dangerous relationship can feel safe.
and confident that her abuser will not find her. We provide housing for women and their families for up to 6 weeks in order to help them get back on their feet.

LEARN MORE (/SERVICES/EMERGENCY-SHELTER/)

TRANSITIONAL HOUSING

After a woman has been at our emergency shelter for 6 weeks, she may still be in need of assistance to get her life in order. Annie’s House provides a transitional home to help her rediscover her independence.

LEARN MORE (/SERVICES/LONG-TERM-HOUSING/)

COUNSELING SERVICES

Our counseling services are available at our shelter as well as through our Outreach office. Whether it is for a single woman, a teen, or a mom and her children, we provide professional counseling services to help her cope and know she is not alone in her journey towards healing from abuse.

LEARN MORE (/SERVICES/COUNSELING/)

Our Hotline is available to help 24/7.

214-946-HELP (4357)

GET HELP (/GET-HELP/)
LEGAL SERVICES

In 2016 Genesis hired an onsite staff attorney to provide direct legal counsel and representation to clients. Our legal counsel provides help with protective orders, divorce, and child custody proceedings.

To learn more about our client services, contact:

214-389-7700

GET HELP (/GET-HELP/)

CONTACT US

Emergency Hotline: 214.946.HELP (4357)
Main Office Outreach: 214.389.7700
4411 Lemmon Avenue, Suite 201
Dallas, Texas 75219
January 24, 2018

TDHCA
Tim Irvine
221 East 11th Street
Austin, TX 78701

RE:  Canova Palms, TDHCA App#18361
     Oliver Commons, TDHCA App#18363

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Applications for proposed senior and workforce housing developments;

- “Canova Palms” TDHCA Application #18361 to be located at the 1717 Irving Blvd, Irving, TX, Dallas County.

- “Oliver Commons” TDHCA Application #18363 to be located at 3090 Rock Island, Irving, TX, Dallas County.

Metrocare Services / Dallas County’s Aging and Disability Resource Center – ADRC, Connect to Care, 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 Dallas County, TX. We believe that there is a need for housing that is affordable to citizens of modest means in Irving, TX and these developments will help meet that need.

Sincerely,

[Signature]

John W. Burruss, M.D.
Chief Executive Officer
DALLAS METROCARE SERVICES  
1380 RIVER BEND DR  
DALLAS, TX 75247-4914  

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):  

Sales and use tax, as of 01-01-1985  
(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: 17512856034  

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.  

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.  

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.  

For information concerning sales taxpayer permit status, please use the vendor search we provide online.  

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.  

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
About Us

Metrocare is the largest provider of mental health services in Dallas County, serving more than 57,000 adults and children annually. For over 50 years, Metrocare has provided an array of services available to people with mental and developmental disabilities. In addition to behavioral health services, Metrocare provides primary care centers for adults and children, accessible pharmacies, housing and supportive social services. Through the Altshuler Center for Education & Research, we are advancing mental health beyond Dallas County.

OUR MISSION

To serve our neighbors with developmental or mental health challenges by helping them find lives that are meaningful and satisfying.

OUR VISION

Regardless of challenges faced, the people we serve are able to find the meaning and satisfaction that they choose for their lives.

OUR VALUES

Integrity - We are accountable to those whom we serve, and to those from whom we receive support.

Quality - We pursue quality of life for those whom we serve, and therefore require quality of services from our staff.

Diversity - We seek a diverse and inclusive workplace in which to fulfill our mission.

Perseverance - As advocates: when we lose, we don’t give up; and when we win, we raise the bar.
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].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Terracon Consultants, Inc.
   - Date of Report: 1/22/18
   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - 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.
   - All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   - 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.
   - Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - 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.
   - MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - Documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: 
     - Contact Person: 
     - Contact Telephone: 
     - Email: 

3. **Primary Market Area Map**
   - Prepared by: Apartment Market Data, LLC
   - Date of Report: TBD

4. **Property Condition Assessment (PCA)**
   - Prepared by: N/A
   - Date of Report:

5. **Appraisal**
   - Prepared by: N/A
   - Date of Report:

6. **Site Design and Development Feasibility Report**
   - Prepared by: 
   - Date of Report: Kimley-Horn 1/25/18
Oliver Commons
Additional ESA Certification

Per the ESA prepared for Oliver Commons, Oliver Commons, LLC certifies that it will comply with any and all recommendations made by the ESA provider.

Lisa M. Stephens

1-23-18
Date
2018 HTC
Full Application

Part 6 Tab 47

Market Study Map and Definition
### MARKET ANALYSIS SUMMARY

**Provider:** Apartment MarketData, LLC  
**Date:** 1/8/2018

**Contact:** Darrell G Jack  
**Phone:** (210) 530-0040

**Development:** Oliver Commons  
**Target Population:** General

**Site Location:** SEQ Rock Island Rd and S Briery Rd  
**City:** Irving  
**County:** Dallas

**Site Coordinates:**
- Longitude: -96.988473
- Latitude: 32.81501

**Primary Market Area (PMA) page 32**
- Square Miles: 19.91

**CENSUS TRACTS**

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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
In the course of the Department's Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Notary seal on Certification of Notifications is not visible.
2. Document that the utility allowance schedule is the latest available.
3. Syndicator letter does not acknowledge whether or not developer fees are to be paid during construction.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.
Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Tuesday, May 1, 2018. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
1. Please find the Certification of Notifications with a visible notary seal.

2. Please find an email from the PHA regarding the utility allowance.

3. Under the 2018 Uniform Multifamily Rules, language that the term sheet from the syndicator include the amount of anticipated developer fees paid during construction was removed from the section regarding Equity Financing; therefore, it is our understanding that this is no longer required. However, the syndicator did sign a copy of the Sources and Uses, which acknowledges the amount of deferred developer fee that would be paid after construction.
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. **could not confirm that neighborhood organizations would be eligible under §11.9(d)(4) and Rule requirements.**

Part 4.

Certification

1-23-18

Date

By:

Signature of Applicant/Development Owner

Lisa M. Stephens

Printed Name

Notarize on next page
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 23 day of Jan., 2018

Notary Public Signature

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

From: Deanna Gilmore <Deanna.Gilmore@dallascounty.org>
Sent: Wednesday, April 25, 2018 2:16 PM
To: Kit Sarai
Subject: RE: Utility Allowances

Hello,

Please be advised that the Utility Allowance schedule posted on www.dallascounty.org is the most recent Utility Allowance schedule.

Thanks,

Deanna Gilmore | Landlord Coordinator
Dallas County Department of Health and Human Services) | Housing Division
2377 N. Stemmons Freeway | SUITE 700, LB 16 | Dallas, Texas 75207-2710
Office: 214-819-6090 Fax: 214 819 2828

From: Kit Sarai [kit@sarahandersonconsulting.com]
Sent: Tuesday, April 24, 2018 2:12 PM
To: Deanna Gilmore
Subject: Utility Allowances

Hi,

Can you please confirm that the Utility Allowance schedule currently posted on your website, dated October 1, 2017, is the most recent Utility Allowance published and is the appropriate Utility Allowance schedule to use for Section 8 apartments?

Regards,

Kit Sarai
1305 E 6th St. Suite 12
Austin, TX 78702
p. (512).638.0682
In the course of the Department’s Housing Tax Credit **Eligibility/Selection/Threshold** and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Notary seal on Certification of Notifications is not visible.
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All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.
Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Tuesday, May 1, 2018. Please respond to this email as confirmation of receipt.**

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**About TDHCA**

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard

Specialist, Multifamily Finance

Texas Department of Housing and Community Affairs

Ph. 512.475.2122

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
18363 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.

Liz Cline <liz.cline@tdhca.state.tx.us> Fri, Apr 27, 2018 at 11:51 AM
To: "lisa@saigebrook.com" <lisa@saigebrook.com>, Alyssa Carpenter <ajcarpen@gmail.com>

In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §10.3(a)(2) and described in §10.201(7)(A) and/or §10.201(7)(B) of the 2018 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Certification of Development Owner: The notary seal is not visible.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §10.201(7)(B) of the 2018 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2018 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U...
HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 10.2(b) of the 2018 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 4, 2018. Please respond to this email as confirmation of receipt.**

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About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

---

Liz Cline-Rew

Multifamily Finance Housing Specialist

Texas Department of Housing and Community Affairs

221 E. 11th Street | Austin, TX 78701

Office: 512.475.3227

Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
1. Please find the Certification of Development Owner with a visible notary seal.
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
2018 Development Owner Certification, Acknowledgement and Consent

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 Rights Act of 1968 (42 U.S.C. §§3601 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. §§3601 et seq.), the Civil Rights Act of 1964 (42 U.S.C. §§2000a et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. §§701 et seq.), Fair Housing Accessibility, the Texas Fair Housing Act; and the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, and the Texas Accessibility Standards. (§2306.257; §2306.6705(7))

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

All Applications proposing Rehabilitation (including Reconstruction) 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.
2018 Development Owner Certification, Acknowledgement and Consent

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.
  - Development is located within 500 feet of Railroad, but Railroad is commuter rail and quiet zone

- 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;
2018 Development Owner Certification, Acknowledgement and Consent

_____ 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.
2018 Development Owner Certification, Acknowledgement and Consent

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 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 M. 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 23 day of January 18

(Seal)

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

Notary Public Signature
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
The Texas Department of Housing and Community Affairs has completed its program review of the Application referenced above as further described in the 2018 Qualified Allocation Plan (“QAP”). This scoring notice provides a summary of staff’s assessment of the application’s score. The notice is divided into several sections.

Section 1 of the scoring notice provides a summary of the score requested by the Applicant followed by the score staff has assessed based on the Application submitted. You should note that six scoring items are not reflected in this scoring comparison but are addressed separately.

Section 2 of the scoring notice includes each of the six scoring criteria for which points could not be requested by the Applicant in the application self-score form and include: §11.9(c)(8) Readiness to Proceed in Disaster Impacted Counties, §11.9(d)(1) Local Government Support, §11.9(d)(4) Quantifiable Community Participation, §11.9(d)(5) Community Support from State Representative, §11.9(d)(6) Input from Community Organizations, and §11.9(d)(7) Concerted Revitalization Plan.

Section 3 provides information related to any point deductions assessed under §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules.

Section 4 provides the final cumulative score in bold.

Section 5 includes an explanation of any differences between the requested and awarded score as well as any penalty points assessed.

The scores provided herein are merely informational at this point in the process and may be subject to change. For example, points awarded under §11.9(e)(4) “Leveraging of Private, State, and Federal Resources”, 11.9(b)(1)(A) "Unit Sizes", 11.9(b)(1)(B) "Unit and Development Features", 11.9(c)(1) "Income Levels of Tenants", 11.9(c)(2) "Rent Levels of Tenants", 11.9(e)(1) "Financial Feasibility", 11.9(e)(3) "Pre-Application Participation", and may be adjusted should the underwriting review result in changes to the Application that would affect these scores. If a scoring adjustment is necessary, staff will provide the Applicant a revised scoring notice.

Be further advised that if the Applicant failed to properly disclose information in the Application that could have a material impact on the scoring information provided herein, the score included in this notice may require adjustment and/or the Applicant may be subject to other penalties as provided for in the Department’s rules.

This scoring notice is provided by staff at this time to ensure that an Applicant has sufficient notice to exercise any appeal process provided under §10.902 of the Uniform Multifamily Rules. All information in this scoring notice is further subject to modification, acceptance, and/or approval by the Department’s Governing Board. If the score of an Application changes, a revised scoring notice will be provided to the Applicant.
### Scoring Notice - Competitive Housing Tax Credit Application

**Page 2 of Final Scoring Notice: 18363, Oliver Commons**

**Section 1:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Score Requested</th>
<th>Score Awarded</th>
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<tbody>
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<td>Score Requested by Applicant (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP)</td>
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<td>127</td>
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<td>Score Awarded by TDHCA (Not including points for §11.9(c)(8) or (d)(1), (4), (5), (6) or (7) of the 2018 QAP)</td>
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<td>Difference between Requested and Awarded:</td>
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**Section 2:**

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<th>Description</th>
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<th>Score Awarded</th>
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<td>Points Awarded for §11.9(d)(4) Quantifiable Community Participation:</td>
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<td>Points Awarded for §11.9(d)(5) Community Support from State Representative:</td>
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<tr>
<td>Points Awarded for §11.9(d)(6) Input from Community Organizations:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:</td>
<td></td>
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</tr>
</tbody>
</table>

**Section 3:**

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<th>Description</th>
<th>Score Requested</th>
<th>Score Awarded</th>
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</thead>
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<td>Points Awarded for §11.9(c)(8) Readiness to Proceed:</td>
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**Section 4:**

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<tr>
<td>Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:</td>
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<tr>
<td>Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules:</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**Final Score Awarded to Application by Department staff (Including all points):**

| Score Awarded for §11.9(d)(4) Quantifiable Community Participation:        |                 |               |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: |                 |               |
| Points Awarded for §11.9(d)(6) Input from Community Organizations:          |                 |               |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:               |                 |               |
| Points Awarded for §11.9(c)(8) Readiness to Proceed:                        | 0               |               |
| Points Awarded for §11.9(d)(1) Local Government Support:                    | 17              |               |
| Points Awarded for §11.9(d)(6) Input from Community Organizations:          |                 |               |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:               |                 |               |
| Points Awarded for §11.9(d)(4) Quantifiable Community Participation:        |                 |               |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: |                 |               |
| Points Awarded for §11.9(d)(6) Input from Community Organizations:          |                 |               |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:               |                 |               |
| Points Awarded for §11.9(c)(8) Readiness to Proceed:                        | 0               |               |
| Points Awarded for §11.9(d)(1) Local Government Support:                    | 17              |               |
| Points Awarded for §11.9(d)(6) Input from Community Organizations:          |                 |               |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:               |                 |               |
| Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: | 0               |               |

**Final Score Awarded to Application by Department staff (Including all points):**

| Points Awarded for §11.9(d)(4) Quantifiable Community Participation:        | 4               |               |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: | 8               |               |
| Points Awarded for §11.9(d)(6) Input from Community Organizations:          | 4               |               |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:               | 0               |               |
| Points Awarded for §11.9(c)(8) Readiness to Proceed:                        | 0               |               |
| Points Awarded for §11.9(d)(1) Local Government Support:                    | 17              |               |
| Points Awarded for §11.9(d)(6) Input from Community Organizations:          |                 |               |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:               |                 |               |
| Points Awarded for §11.9(d)(4) Quantifiable Community Participation:        | 4               |               |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: | 8               |               |
| Points Awarded for §11.9(d)(6) Input from Community Organizations:          | 4               |               |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:               | 0               |               |
| Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: | 0               |               |

| Scores Awarded for §11.9(d)(4) Quantifiable Community Participation:        | 4               |               |
| Points Awarded for §11.9(d)(5) Community Support from State Representative: | 8               |               |
| Points Awarded for §11.9(d)(6) Input from Community Organizations:          | 4               |               |
| Points Awarded for §11.9(d)(7) Concerted Revitalization Plan:               | 0               |               |
| Points Deducted for §11.9(f) of the QAP or §10.201(7)(A) of the Uniform Multifamily Rules: | 0               |               |

### Explanation for difference between points requested and points awarded by the Department as well as penalties assessed:

NA

Restrictions and requirements relating to the filing of an appeal can be found in §10.902 of the Uniform Multifamily Rules. If you wish to appeal this scoring notice, you must file your appeal with the Department no later than 5:00 p.m. Austin local time, Monday, May 21, 2018. If an appeal is denied by the Executive Director, an Applicant may appeal to the Department's Board.

In an effort to increase the likelihood that Board appeals related to scoring are heard at the Board meeting, the Department has provided an Appeal Election Form for all appeals submitted to the Executive Director. In the event an appeal is denied by the Executive Director, the Applicant is able to request that the appeal automatically be added to the Board agenda.

If you have any concerns regarding potential miscalculations or errors made by the Department, please contact Sharon Gamble at (512) 936-7834 or by email at sharon.gamble@tdhca.state.tx.us.

Sincerely,

Sharon D. Gamble
Sharon D. Gamble
Competitive HTC Program Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application.pdf
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