2019 Multifamily Uniform Application
19120

Villas at Augusta

Villas at Augusta, Ltd.
Roy Lopez
7400 Viscount Blvd
Suite 109
El Paso, Texas
(915) 599-1245
| Application Certification |
2019 Multifamily Uniform Application Certification

Development Name: Villas at Augusta

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

The undersigned further certifies that he/she has the authority to execute this certification.

Villas at Augusta, Ltd.

Applicant Entity Name

By: __________________________________________

Signature of Authorized Representative

Ike J. Monty

Printed Name

President

Title

2-20-2019

Date

Sworn to and subscribed before me on the 20th day of February, 2019 by

Ike J. Monty

(Personalized Seal)

Notary Public Signature

Texas

Notary Public, State of

El Paso

County of

My Commission Expires:

10-27-2022

Date

2/14/2019
Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of the issuance of a Determination Notice. Therefore, as required in 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, all remaining parts of the Application, including the ESA, the Market Study, Property Condition Assessment, Appraisal and Site Design and Feasibility Report, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents 75 days in advance does not ensure that the Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing term sheets) or failure to resolve application deficiencies timely subsequent to submission may delay completion of Department staff’s review and/or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Pursuant to 10 TAC §11.201(6)(B) Applicants requesting to be on the May, June or July Board meetings are advised that such Applications will not be prioritized for review and processing based on timing constraints associated with the Competitive HTC program. Further, the Applicant is encouraged to review 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, the Multifamily Housing Revenue Bond Rules at 10 TAC Chapter 12, the 2019 4% HTC and Tax Exempt Bond Process Manual and the 2019 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the Application.

I request to be on the Board agenda selected below and pursuant to 10 TAC §11.201(2)(B) of the Qualified Allocation Plan I understand that I must provide the remaining parts of the Application by the applicable corresponding deadline:

<table>
<thead>
<tr>
<th>Board Meeting Date:</th>
<th>75 Day Deadline:</th>
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<tbody>
<tr>
<td>January 17, 2019</td>
<td>November 2, 2018</td>
</tr>
<tr>
<td>February 21, 2019</td>
<td>December 7, 2018</td>
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<tr>
<td>March 21, 2019</td>
<td>January 4, 2019</td>
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<tr>
<td>April 25, 2019</td>
<td>February 8, 2019</td>
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<td>May 23, 2019</td>
<td>March 8, 2019</td>
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<td>June 27, 2019</td>
<td>April 12, 2019</td>
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<td>July 11, 2019</td>
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<td>July 25, 2019</td>
<td>May 10, 2019</td>
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<tr>
<td>September 5, 2019</td>
<td>June 21, 2019</td>
</tr>
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</table>
Tab 2

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

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

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

Please indicate whether any of the following required disclosure on the Certification, Acknowledgement, and Consent of Development Owner (to be used for data capture for application processing):

- 10 TAC §11.101(a)(2) - Undesirable Site Features
- 10 TAC §11.101(a)(3) - Neighborhood Risk Factors
- 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
- 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
  (or any similar agreement resulting from negotiations regarding noncompliance)
- 10 TAC §11.901(16) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding 10 TAC §11.101(a)(3), submit the Neighborhood Risk Factors Report Packet (NRFR) located on the Department's website

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

2/28/2019
Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

All representations, undertakings and commitments made by Applicant in the Application process 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 residents 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 in accordance with the Department’s rules those aspects of the Development that may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

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

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

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

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

The Development will operate in accordance with the applicable compliance monitoring requirements found in 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 §11.101(b)(8)(B).

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

The Development Owner certifies that representations made in the Architect Certification are true and correct, and understands that the Department evaluation of architectural drawings may not include 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 §11.901(16) of the Qualified Allocation Plan.

☑ The Applicant certifies that no disclosure regarding §11.901(16) of the Qualified Allocation Plan is necessary.

Termination of Relationship in an Affordable Housing Transaction (select one box as applicable)

☐ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

☑ The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

Voluntary Compliance Agreement with any Governmental Agency (select one box as applicable)

☐ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.
✓ The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.

The Applicant certifies that, for any Development proposing New Construction or Reconstruction and located within the 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)*

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

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

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

☐ The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that 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.
Neighborhood Risk Factors (select one of the main boxes as applicable)

☑ The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

☐ The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply):

☐ in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);  

☐ in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

☐ is located within 1,000 feet of a blighted or abandoned area as further described in §11.101(a)(3)(B)(iii) of the Qualified Allocation Plan;

☐ is located in the attendance zones of an elementary, middle, or high school that does not have a 2018 Met Standard rating by the Texas Education Agency, unless the school is “Not Rated” because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply. Elderly Developments are exempt from the requirement to disclose the presence of this characteristic.

The Development will include all of the mandatory Development amenities required in §11.101(b)(4) of the Qualified Allocation Plan at no charge to all residents (market rate and low-income) and written notice of such amenities will be provided to the residents.

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The residents must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §10.101(b)(6)(A) of the Qualified Allocation Plan.
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 §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.

If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70% and 80% Units will be dispersed across all Unit Types in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c), effective February 28, 2019.

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) – (N) of §11.202(1) of the Qualified Allocation Plan, 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

Ike J. Monty

Printed Name

President

Title

2-20-2019

Date

THE STATE OF Texas §

COUNTY OF El Paso §

Before me, a notary public, on this day personally appeared Ike J. Monty, 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 20th day of February, 2019

(Seal)

CORINNE M. VONBERG
Notary Public, State of Texas
Notary ID 8366485

Notary Public Signature

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February 13, 2019
Tab 3

Applicant Eligibility Certification
Applicant Eligibility Certification-10 TAC §11.204(2)

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

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

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 § 11.1(d) of the Qualified Allocation Plan.

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

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

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

All representations, undertakings and commitments made by Applicant in the Application process for a Development, whether with respect to Threshold Criteria, selection criteria or otherwise, expressly constitute conditions to any Commitment, Determination Notice, Carryover Allocation, or Direct Loan 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 11.

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 §11.202(2)(A) of the Qualified Allocation Plan.

For any Development utilizing Housing Tax Credit or Tax-Exempt Bonds, at all times during the two-year period preceding the date the Application Round begins (or for Tax-Exempt Bond Developments any time during the two-year period preceding the date the Application is submitted to the Department), the Applicant or a Related Party is not or has not been a member of the Board or employed by the Department as the Executive Director, Chief of Staff, General Counsel, a Deputy Executive Director, the Director of Multifamily Finance, the Chief of Compliance, the Director of Real Estate Analysis, a manager over the program for which an Application has been submitted, or any person exercising such responsibilities regardless of job title; or in violation of §2306.6733 of the Tex. Gov’t Code.

For any Development utilizing Housing Tax Credits, the Applicant will not propose to replace in less than fifteen (15) years any private activity bond financing of the Development described by the Application, unless the exceptions in §2306.6703(a)(2) of the Tex. Gov’t Code are met.

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that
has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §11.202(1)(M) of the 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; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application or the use of information therein.

Applicant, Development Owner, Developer, Guarantor or other Related Party is not subject to any pending criminal proceedings and if any such proceeding or any other charges which would invalidate the certifications are finally adjudicated or otherwise disposed of prior to Carryover, Determination Notice, or Closing, the Applicant will immediately notify the Department. Such notification must be presented to the Board for consideration at the next available Board meeting.

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

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

Signature of Authorized Representative

Ike J. Monty  
Printed Name

President  
Title

2-20-2019  
Date

THE STATE OF Texas  

COUNTY OF El Paso  

Before me, a notary public, on this day personally appeared Ike J. Monty, 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 20th day of February, 2019

(Seal)

CORINNE M. VONBERG  
Notary Public, State of Texas  
Notary ID 6386465

Notary Public Signature
| HOME Development Certification |
**Multifamily Direct Loan Certification** is included behind this tab.

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

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

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

http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Roy Lopez</td>
</tr>
<tr>
<td><strong>Phone:</strong> (915) 599-1245</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:rlopez@ibitoday.com">rlopez@ibitoday.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 7400 Viscount Blvd, Suite 109</td>
</tr>
<tr>
<td><strong>Street:</strong> El Paso</td>
</tr>
<tr>
<td><strong>City:</strong> El Paso</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 79925</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Ike Monty</td>
</tr>
<tr>
<td><strong>Phone:</strong> (915) 599-1245</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ibihousing@ibitoday.com">ibihousing@ibitoday.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Robbye Meyer</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 963-2555</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Robbye@ArxAdvantage.net">Robbye@ArxAdvantage.net</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1305 Dusky Thrush Tr</td>
</tr>
<tr>
<td><strong>Street:</strong> Austin</td>
</tr>
<tr>
<td><strong>City:</strong> Austin</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78746</td>
</tr>
</tbody>
</table>
Tab 6

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>6</td>
</tr>
<tr>
<td><strong>Unit and Development Features</strong></td>
<td>§11.9(b)(1)(B)</td>
<td>9</td>
</tr>
<tr>
<td><strong>Sponsor Characteristics</strong></td>
<td>§11.9(b)(2)</td>
<td>2</td>
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</tbody>
</table>

**High Quality Housing Total** 17

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td><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>Resident 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>0</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>0</td>
</tr>
<tr>
<td><strong>Readiness to Proceed in Disaster Impacted Counties</strong></td>
<td>§11.9(c)(8)</td>
<td></td>
</tr>
</tbody>
</table>

**Serve and Support Texans Most in Need Total** 46

### 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>0</td>
</tr>
<tr>
<td><strong>Declared Disaster Area</strong></td>
<td>§11.9(d)(3)</td>
<td>0</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>
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</table>

**Community Support and Engagement Total** 0

### 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>
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<tr>
<td><strong>Right of First Refusal</strong></td>
<td>§11.9(e)(7)</td>
<td>1</td>
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<tr>
<td><strong>Funding Request Amount</strong></td>
<td>§11.9(e)(8)</td>
<td>1</td>
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</table>

**Efficient Use of Limited Resources and Applicant Accountability Total** 43

### Point Deductions

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

**Total Application Self Score** 106
Tab 7

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

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWC of Augusta Drive and N. Zaragosa Road</td>
<td>El Paso</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban</th>
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</thead>
<tbody>
<tr>
<td>13</td>
<td>79938</td>
<td>El Paso</td>
<td>Urban</td>
</tr>
</tbody>
</table>

### Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>Census Tract Number (11 digits)</th>
<th>Median Household Income</th>
<th>Quartile:</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48141010341</td>
<td>58738.00</td>
<td>1q</td>
<td>9.5</td>
</tr>
</tbody>
</table>

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

### Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §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 **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, **OR** the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).

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

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

- **X** The site is not located in a county with a population that exceeds one million.

- The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.

- The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

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

- **NA** The site is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

### Zoning [10 TAC §11.104(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)

- Development Site is appropriately zoned? **Yes**

- Zoning Designation: **C-4 Multifamily permitted**

- Flood Zone Designation: **X**

- Entire Development Site is outside the 100 year floodplain. **Yes**

- Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds): **Not Prime Farmland**

### Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §11.13(o)(6)(B)]; [24 CFR 92.202, 93.150]

Confirm the following supporting documents are provided behind this tab.

- **NA** Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

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

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chester E Jordan EL</td>
<td>PK through 5</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Rafael Hernando MS</td>
<td>6 through 8</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>El Dorado 9th Grade Academy</td>
<td>9 through 9</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>El Dorado HS</td>
<td>10 through 12</td>
<td>Yes Yes Yes</td>
</tr>
</tbody>
</table>

**Account for each year for each school.**

NA  School district has no attendance zones and the closest schools are listed.

NA  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 2018 (or 2017 if the Hurricane Harvey Provision applies) Met Standard rating by the Texas Education Agency, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted. [§11.101(a)(3)(D)(iv)]

NA  The Target Population is Elderly. **Applicant is required to enter school rating information above, but no disclosure is required.**

9. **Waiver of Rules [10 TAC §11.207]**

NA  Applicant requests waiver of rules.

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

- Documentation establishing how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant and (where appropriate), plans for mitigation or alternative solutions; and
- Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
Supporting Documentation for the Site Information Form Part I

- Street Map with Site Drawn and Identified
- Census Tract Map
- Evidence of Zoning
- Evidence of Flood Zone Designation
- Farmland Designation
- School Attendance Verification
- TEA Accountability Scores
Maps:
- [X] Street Map with Site Drawn and Identified
- [X] Census Tract Map with Development Site Identified
  https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t

Resolutions:
- [n/a] Twice the State Average of Units Per Capita Resolution
- [n/a] One Mile Three Year Resolution or evidence of other exception
- [n/a] Housing Tax Credit Units per Total Household Resolution
- [n/a] For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- [n/a] For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b

Zoning and Floodplain
- [X] Evidence of Zoning and/or Evidence of Re-Zoning Process
- [X] Evidence of Flood Zone Designation

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

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

Site and Neighborhood Standards (New Construction Direct Loan Only)
- [NA] Statement regarding promoting housing choice explains HOW the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.

- [NA] DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)
Educational Quality (all Applications)

- School Attendance Zone Map with Development labeled;
- 2018 TEA accountability information for each school (or 2017 if the Hurricane Harvey Provision applies); and
- Neighborhood Risk Factors Report ("NRFR") 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 (or 2017 if the Hurricane Harvey Provision applies).

Waiver of Rules

- The waiver request must establish how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant
- The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov't Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
Due to the lapse in Congressional Appropriations for Fiscal Year 2019, the U.S. Department of Housing and Urban Development (HUD) is closed. HUD websites will not be updated until further notice. For more information, see HUD Contingency Plan for Possible Lapse in Appropriations.

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

Map Options
- Clear
- Reset
- Full Screen
- Select a State
- Select a County

Map data ©2019 Google, INEGI

Proposed Villas at Augusta Site
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.
Investment Builders, Inc.
Attn: Maria Espinoza
7400 Viscount Blvd. Ste. 109
El Paso, Texas 79925

Re: Lot 1, Block 23, Lomas Del Este, City of El Paso, El Paso County, Texas – Zaragoza at John Hayes (L62099902300100)

To whom it may concern,

In response to your zoning verification request concerning the referenced property, the following are our findings.

1. **The property is zoned C-4/c (Commercial/condition) district.** The purpose of C-4 (Commercial) district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the Central Business District, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.

2. The uses permitted for these properties are those in keeping with the purposes and conditions detailed above. **For additional requirements see Section 20.10 Supplemental Use Regulations of the City of El Paso Municipal Code; Section 20.10.380-Multifamily dwellings.** (See attached)

3. **The proposed use of multifamily dwellings/apartments is permitted in a C-4 (Commercial) zoning district.**

4. “Apartment building (five or more units),” means a building or part of a building containing five more attached dwelling units.

5. Ordinance No. 16386 dated June 27, 2006 imposed a condition on the subject property (and as more particularly described in the attached).

6. This letter does not constitute a building permit.

7. The El Paso Municipal Code, Title 20, Zoning, is available online at www.municode.com. Please also refer to Appendices A, B and C: the Table of Permissible Uses, Density and Dimensional Standards and Minimum Parking Requirements.
If you have any questions regarding this letter, please call me at (915) 212-1605.

Sincerely,

[Signature]

Armida R. Martinez
Planner

Enclosure: Zoning Map, Ordinance No. 16386, Code Section 20.10.380
ORDINANCE NO. 016386

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY DESCRIBED AS: PARCEL 1: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-5 (RESIDENTIAL); PARCEL 2: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (COMMERCIAL) AND IMPOSING CONDITIONS; PARCEL 3: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL) AND IMPOSING CONDITIONS; PARCEL 4: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-5 (RESIDENTIAL); PARCEL 5: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL) AND IMPOSING CONDITIONS; PARCEL 6: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL) AND IMPOSING CONDITIONS; PARCEL 7: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO A-2 (APARTMENT); PARCEL 8: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-5 (RESIDENTIAL); PARCEL 9: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (COMMERCIAL) AND IMPOSING CONDITIONS; PARCEL 10: A PORTION OF SECTIONS 35, 26, 27, 38, 39, 46 AND 47, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (COMMERCIAL) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.68 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the zoning of the following property be changed as described below within the meaning of the zoning ordinance and that the zoning map of the City of El Paso be revised accordingly:
Parcel 1: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit “A”, incorporated by reference, be changed from R-F (Ranch and Farm) to R-5 (Residential); and,

Parcel 2: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit “B”, incorporated by reference, be changed from R-F (Ranch and Farm) to C-4 (Commercial); and,

Further, that the property described as Parcel 2, be subject to the following conditions, which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That a detailed site development plan be reviewed and approved per the El Paso City Code in effect at the time of submittal of the application for detailed site development plan review, prior to the issuance of any building permits; and,

2. That a twenty-five foot (25’) wide landscape buffer with high profile native trees placed at ten feet (10’) on center, and if Mondale pine trees, fifteen feet (15’) on center, be required along the property line abutting any residential zone prior to the issuance of any certificate of occupancy for this Parcel.”

Parcel 3: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit “C”, incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial); and,

Further, that the property described as Parcel 3, be subject to the following conditions, which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That a detailed site development plan be reviewed and approved per the El Paso City Code in effect at the time of submittal of the application for detailed site development plan review, prior to the issuance of any building permits; and,

2. That a ten foot (10’) wide landscape buffer with high profile native trees placed at ten feet (10’) on center, and if Mondale pine trees, fifteen feet (15’) on center, be required along the property line abutting any residential zone prior to the issuance of any certificate of occupancy for this Parcel.”

Parcel 4: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit “D”, incorporated by reference, be changed from R-F (Ranch and Farm) to R-5 (Residential); and,
Parcel 5: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys, and El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "E", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial); and,

Further, that the property described as Parcel 5, be subject to the following conditions, which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That a detailed site development plan be reviewed and approved per the El Paso City Code in effect at the time of submittal of the application for detailed site development plan review, prior to the issuance of any building permits; and,

2. That a ten foot (10') wide landscape buffer with high profile native trees placed at ten feet (10') on center, and if Mondale pine trees, fifteen feet (15') on center, be required along the property line abutting any residential zone prior to the issuance of any certificate of occupancy for this Parcel."

Parcel 6: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "F", incorporated by reference, from R-F (Ranch and Farm) to C-2 (Commercial); and,

Further, that the property described as Parcel 6, be subject to the following conditions, which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That a detailed site development plan be reviewed and approved per the El Paso City Code in effect at the time of submittal of the application for detailed site development plan review, prior to the issuance of any building permits; and,

2. That a ten foot (10') wide landscape buffer with high profile native trees placed at ten feet (10') on center, and if Mondale pine trees, fifteen feet (15') on center, be required along the property line abutting any residential zone prior to the issuance of any certificate of occupancy for this Parcel."

Parcel 7: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "G", incorporated by reference, from R-F (Ranch and Farm) to A-2 (Apartment); and,

Parcel 8: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "H", incorporated by reference, from R-F (Ranch and Farm) to R-5 (Residential); and,
Parcel 9: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit “I”, incorporated by reference, from R-F (Ranch and Farm) to C-4 (Commercial); and,

Further, that the property described as Parcel 9, be subject to the following conditions, which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That a detailed site development plan be reviewed and approved per the El Paso City Code in effect at the time of submittal of the application for detailed site development plan review, prior to the issuance of any building permits; and,

2. That a twenty-five foot (25') wide landscape buffer with high profile native trees placed at ten feet (10') on center, and if Mondale pine trees, fifteen feet (15') on center, be required along the property line abutting any residential zone prior to the issuance of any certificate of occupancy for this Parcel.”

Parcel 10: A portion of Sections 35, 26, 27, 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railroad Company Surveys El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit “J”, incorporated by reference, from R-F (Ranch and Farm) to C-4 (Commercial); and,

Further, that the property described as Parcel 10, be subject to the following condition, which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

“1. That a detailed site development plan be reviewed and approved per the El Paso City Code in effect at the time of submittal of the application for detailed site development plan review, prior to the issuance of any building permits”

PASSED AND APPROVED this 27th day of June, 2006.

THE CITY OF EL PASO

[Signature]
John F. Cook
Mayor

ATTEST:

[Signature]
Richard Duffy Momsen
City Clerk
APPROVED AS TO FORM:

Carolyn J. Crosby
Assistant City Attorney

APPROVED AS TO CONTENT:

Rodolfo Valdez, Chief Urban Planner
Development Services Department
Being a portion of Sections 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas, Prepared for: Southwest Land Development Services Inc. May 16, 2006 (Parcel 1)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a point being the corner common to Sections 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, Thence along the line between section 46 and 47, South 00°34’37” East a distance of 524.76 feet, Thence leaving said line South 89°58’35” West a distance of 660.03 feet to a point for The "TRUE POINT OF BEGINNING"

Thence South 00°34’37” East a distance of 694.89 feet to a point;

Thence South 89°58’57” East a distance of 710.04 feet to a point;

Thence South 00°34’37” East a distance of 352.88 feet to a point;

Thence South 89°58’35” West a distance of 4051.26 feet to a point;

Thence North 42°31’34” East a distance of 1422.90 feet to a point;

Thence North 89°58’35” East a distance of 2368.89 feet to the "TRUE POINT OF BEGINNING" and containing 74.46 Acres of land more or less.

NOTE: Bearings basis is true north for a Transverse Mercator projection as determined by GPS methods centered near this site.
METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 46, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at the corner common to Sections 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, Thence along the line between sections 46 and 47, South 00°34'37" East a distance of 524.76 feet to a point; Thence leaving said line South 89°58'35" West a distance of 3028.92 feet to a point for the "TRUE POINT OF BEGINNING"

Thence South 42°31'34" West a distance of 1422.90 feet to a point;

Thence South 89°58'35" West a distance of 421.05 feet to a point of curve;

Thence 185.59 feet along the arc of a curve to the right which has a radius of 250.00 feet a central angle of 42°32'00" a chord which bears North 68°45'25" West a distance of 181.35 feet to a point;

Thence North 47°29'25" West a distance of 20.86 feet to a point on the southeasterly right of way line of Zaragoza Road;

Thence along said right of way line North 42°31'40" East a distance of 1314.51 feet to a point;

Thence leaving said right of way line North 89°58'35" East a distance of 678.69 feet to the "TRUE POINT OF BEGINNING" and containing 16.160 Acres of land more or less.

NOTE: Bearings basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.
METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being the corner common to Sections 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, Thence along the line between sections 39 and 46, South 89°57'37" West a distance of 500 feet to a point;

Thence leaving said line North 00°34'37" West a distance of 239.95 feet to a point;

Thence South 89°48'59" East a distance of 655.06 feet to a point;

Thence South 00°34'37" East a distance of 808.13 feet to a point;

Thence North 89°58'57" West a distance of 574.77 feet to a point;

Thence 39.53 feet along the arc of a curve to the left whose radius is 25.00 feet whose interior angle is 90°35'40" whose chord bears South 44°43'13" West a distance of 35.54 feet to a point;

Thence South 00°34'37" East a distance of 624.77 feet to a point;

Thence North 89°58'57" West a distance of 710.04 feet to a point;

Thence North 00°34'37" West a distance of 694.89 feet to a point;

Thence North 89°58'15" East a distance of 660.03 feet to a point on the common line of Sections 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line North 00°34'37" West a distance of 524.76 feet to the "TRUE POINT OF BEGINNING" and containing 23.382 Acres of land more or less.

NOTE: Bearings basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.
METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 37, 38, 39 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at the corner common to Sections 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, Thence along the line of section 39 and 46, South 89°57’37” West a distance of 5.00 feet to a point for The “TRUE POINT OF BEGINNING”

Thence continuing along said line South 89°57’37” West a distance of 2537.84 feet to a point;

Thence North 42°31’34” East a distance of 6428.46 feet to a point;

Thence 306.49 feet along the arc of a curve to the left which has a radius of 850.00 feet a central angle of 20°39’34” a chord which bears South 79°39’52” East a distance of 304.83 feet to a point;

Thence South 89°59’39” East a distance of 2510.77 feet to a point;

Thence South 00°35’06” East a distance of 355.02 feet to a point;

Thence South 89°59’39” East a distance of 300.02 feet to a point;

Thence South 00°35’06” East a distance of 500.03 feet to a point;

Thence South 89°59’39” East a distance of 410.02 feet to a point;

Thence South 00°35’06” East a distance of 3070.65 feet to a point;

Thence South 89°58’09” West a distance of 894.90 feet to a point;

Thence South 00°35’06” East a distance of 529.28 feet to a point;

Thence South 89°48’59” East a distance of 184.88 feet to a point;
Thence South 00°35'06" East a distance of 280.06 feet to a point;

Thence South 89°58'09" West a distance of 50.50 feet to a point;

Thence 859.25 feet along the arc of a curve to the left which has a radius of 1445.00 feet a central angle of 34°04'13" a chord which bears South 72°56'03" West a distance of 846.65 feet to a point;

Thence 925.97 feet along the arc of a curve to the right which has a radius of 1555.00 feet a central angle of 34°07'06" a chord which bears South 72°57'29" West a distance of 912.35 feet to a point;

Thence North 89°58'57" West a distance of 2273.41 feet to a point;

Thence North 00°34'37" West a distance of 808.13 feet to a point;

Thence North 89°48'59" West a distance of 655.06 feet to a point;

Thence South 00°34'37" East a distance of 239.95 feet to the "TRUE POINT OF BEGINNING" and containing 630.654 Acres of land more or less.

NOTE: Bearings basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

Ron R. Conde
R.P.L.S. No. 5152
Job# 306-65 R.C.

S.22-06

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283
METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 37, 38 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being the corner common to Sections 37, 38, 47 and 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys,

Thence along the line between section 47 and 48, South 00°34'52" East a distance of 80.00 feet to a point;

Thence leaving said line North 89°46'51" West a distance of 55.01 feet to a point;

Thence 39.03 feet along the arc of a curve to the left which has a radius of 25.00 feet a central angle of 89°26'59" a chord which bears North 45°18'22" West a distance of 35.19 feet to a point;

Thence South 89°58'09" West a distance of 575.26 feet to a point;

Thence North 00°35'06" West a distance of 280.06 feet to a point;

Thence North 89°48'59" West a distance of 184.88 feet to a point;

Thence North 00°35'06" West a distance of 529.28 feet to a point;

Thence North 89°58'09" East a distance of 894.90 feet to a point;

Thence South 00°35'06" East a distance of 755.04 feet to a point;

Thence South 89°58'09" West a distance of 55.00 feet to the "TRUE POINT OF BEGINNING" and containing 15.416 Acres of land more or less.

NOTE: Bearings basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283
Being a portion of Sections 35, 37, and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas
Prepared for: Southwest Land Development Services Inc.
May 16, 2006
(Parcel 6)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 35, 37, and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being the corner common to Sections 35, 36, 37 and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys,

Thence along the line between section 36 and 37, block 79, Township 2, Texas and Pacific Railway Surveys North 89°58’06” East a distance of 55.00 feet to a point;

Thence leaving said line South 00°35’06” East a distance of 1411.17 feet to a point;

Thence North 89°59’39” West a distance of 410.02 feet to a point;

Thence North 00°35’06” West a distance of 500.03 feet to a point;

Thence North 89°59’39” West a distance of 300.02 feet to a point;

Thence North 00°35’06” West a distance of 910.88 feet to a point on the line between sections 35 and 38;

Thence along said line North 89°59’07” East a distance of 655.03 feet to the "TRUE POINT OF BEGINNING" and containing 19.555 Acres of land more or less.

NOTE: Bearings basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

Ron R. Conde
R.P.L.S. No. 5152
Job# 306-65 R.C.

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283
Being a portion of Section 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas
Prepared for: Southwest Land Development Services Inc.
May 16, 2006
(Parcel 7)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a point being the corner common to Sections 35, 36, 37 and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, Thence along the line between section 35 and 38, block 79, Township 2, Texas and Pacific Railway Company Surveys South 89°59'07" West a distance of 655.03 feet to a point for The "TRUE POINT OF BEGINNING"

Thence leaving said line South 00°35'06" East a distance of 555.86 feet to a point;

Thence North 89°59'39" West a distance of 2510.77 feet to a point of curve;

Thence 306.49 feet along the arc of a curve to the right which has a radius of 850.00 feet a central angle of 20°39'34" a chord which bears North 79°39'52" West a distance of 304.83 feet to a point;

Thence North 42°31'34" East a distance of 407.72 feet to a point;

Thence South 89°59'39" East a distance of 631.34 feet to a point;

Thence North 00°35'06" West a distance of 200.00 feet to a point on the line between sections 35 and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line North 89°59'07" East a distance of 1900.09 feet to the "TRUE POINT OF BEGINNING" and containing 30.566 Acres of land more or less.

NOTE: Bearings basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

Ron R. Conde
R.P.L.S. No. 5152
Job # 306-65 R.C.

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283
METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 35 and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being the corner common to Sections 35, 36, 37 and 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys,

Thence along the line between section 35 and 38, block 79, Township 2, Texas and Pacific Railway Company Surveys South 89°59'07" West a distance of 2555.12 feet to a point for The "TRUE POINT OF BEGINNING"

Thence leaving said line South 00°35'06" East a distance of 200.00 feet to a point;

Thence North 89°59'39" West a distance of 631.34 feet to a point;

Thence North 42°31'34" East a distance of 4661.23 feet to a point on the line between section 35 and 36, block 79, Township 2, Texas and Pacific Railway Surveys;

Thence along said line South 00°35'54" East a distance of 3234.78 feet to the "TRUE POINT OF BEGINNING" and containing 113.90 Acres of land more or less.

NOTE: Bearings basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

Ron R. Conde
R.P.L.S. No. 5152
Job# 306-65 R.C.

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283
Being a portion of Sections 35, 38 and 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys. El Paso County, Texas
Prepared for: Southwest Land Development Services Inc.
May 16, 2006
(Parcel 9)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 35, 38 and 39, Block 79, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at the corner common to Sections 38, 39, 46 and 47, Block 79, Township 2, Texas and Pacific Railway Company Surveys, Thence along the line between section 39 and 46, South 89°57'37" West a distance of 2537.84 feet to a point for The "TRUE POINT OF BEGINNING"

Thence continuing along said line South 89°57'37" West a distance of 678.88 feet to a point on the southeasterly right of way line of Zaragoza Road;

Thence along said right of way line North 42°31'34" East a distance of 12,490.48 feet to a point on the line between section 35 and 36, block 79, Township 2, Texas and Pacific Railway Company Surveys

Thence along said South 00°35'54" East a distance of 731.44 feet to a point;

Thence South 42°31'34" West a distance of 11,497.40 feet to the "TRUE POINT OF BEGINNING" and containing 137.671 Acres of land more or less.

NOTE: Bearings basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

Ron R. Conde
R.P.L.S. No. 5152
Job# 306-65 R.C.

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283
METES AND BOUNDS DESCRIPTION

Description of a parcel of land being all of Tract 1A4, Section 35 and a portion of Sections 36, Block 79, Township 2, Texas and Pacific Railroad Company Survey, El Paso County Texas, and being more particularly described by metes and bounds as follows:

Commencing at a found 2" pipe, said point being the northwesterly corner of Section 36, also being the common corner between sections 25, 26, and 35, Block 79, Township 2, Texas and Pacific Railroad Surveys; Thence South 00°32'00" East, along the common section line between Sections 35 and 36, a distance of 7.93 feet to a point lying on the southerly right-of-way line of Montana Avenue (US Highway No. 62-180) to a found ½" iron, said point being the TRUE POINT OF BEGINNING of this description;

Thence, North 81°18'00" East, along said right-of-way line, a distance of 52.48 feet to a point lying on the common boundary line between sections 25 and 36, Block 79, Township 2, Texas and Pacific Railroad Company Surveys;

Thence, North 89°59'29" East, along said boundary line, a distance of 1,122.58 feet to a point;

Thence, South 39°02'00" East, a distance of 0.41 feet to a point lying on the northerly right-of-way line of East Zaragoza Road (F.M. 659 Ysleta-Carlsbad cutoff road);

Thence, South 42°33'00" West, along said right-of-way line, a distance of 1,719.81 feet to a point lying on the common boundary line between Sections 35 and 36, Block 79, Township 2, Texas and Pacific Railroad Company Surveys;

Thence, South 42°33'00" West, continuing with said right-of-way line, a distance of 1,347.17 feet to a point;

Thence, North 00°32'00" West, a distance of 2,111.08 feet to a point lying on the southerly right-of-way line of Montana Avenue (US Highway No. 62-180);

Thence, North 81°18'00" East, along said right-of-way line, a distance of 894.19 feet to a point;

Thence, South 00°32'00" East, a distance of 218.16 feet to a point;
Thence, South 89°28'00" West, a distance of 125.00 feet to a point;

Thence, South 00°32'00" East, a distance of 175.00 feet to a point;

Thence, North 89°28'00" East, a distance of 155.00 feet to a point;

Thence, North 00°32'00" West, a distance of 397.47 feet to a point;

Thence, North 81°18'00" East, a distance of 5.12 feet to "TRUE POINT OF BEGINNING" and containing in all 2,261,201 square feet or 51.910 acres of land more or less.

Meets and bounds description is based on ALTA survey performed by SLI Engineering, dated December 14, 2005.

NOT A GROUND SURVEY.

Exhibit A-3
(Page 2 of 2)

Ron R. Conde
R.P.L.S. No. 5152.

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283
ZONING PLAN
PHASE I

BEING A PORTION OF SECTIONS 35, 36, 37, 38, 39, 46, AND 47,
BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILROAD Co. SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 1,113.674 ACRES

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- **RESIDENTIAL PR-1**
- **COMMERCIAL C-8**
- **COMMERCIAL C-4**
- **APARTMENT SITE**
- **SCHOOL**
- **POND**
- **PARK**
- **OTHERS**
20.10.380 - Multifamily dwellings.

A. In the A-1 (Apartment) zoning district: single-family attached dwellings (other than duplexes) and apartments hereafter erected or structurally altered shall have:
   1. No more than four units per structure;
   2. The following minimum distances between structures, except that structures may be separated by carports or garages under a common roof:
      a. Structures side by side: at least ten feet,
      b. Structures side by front or rear: at least twenty feet,
      c. Structures facing front to front or front to rear: at least forty feet,
      d. Structures backing rear to rear: at least ten feet;
   3. One additional foot of side yard for each unit the rear of which is on the side yard abutting the side yard of the adjoining property or a side street;
   4. All yards may be used for access, service, on-site parking or other open use, except that a minimum of twenty percent of the required front yard shall be landscaped.

B. In the A-2 zoning district: single-family attached dwellings (other than duplexes) and apartments hereafter erected or structurally altered shall have:
   1. One additional foot of side yard for each unit the rear of which abuts upon the side yard of the adjoining property or a side street;
   2. All yards may be used for access, service, on-site parking or other open use, except that a minimum of twenty percent of the required front yard shall be landscaped.

C. In the A-3 zoning district: single-family attached dwellings (other than duplexes) and apartments hereafter erected or structurally altered shall have:
   1. One additional foot of side yard for each unit the rear of which abuts upon the side yard of the adjoining property or a side street;
   2. All yards may be used for access, service, on-site parking or other open use, except that a minimum of twenty percent of the required front yard shall be landscaped.

D. In the A-M (Apartment-Manufactured home) district: single-family attached dwellings (other than duplexes) and apartments hereafter erected or structurally altered shall have the following requirement:
   All yards may be used for access, service, on-site parking or other open use, except that a minimum of twenty percent of the required front yard shall be landscaped.

E. Commercial Districts. No uses other than dwellings, except the office of the manager of the apartments, shall be permitted in the dwelling units or in portions of the building designed for apartment use. Listed commercial uses are permitted in an apartment building when such uses are grouped together on floors below or above those floors designated for apartment use, except that the ground floor level of an apartment building may be used for dwelling units and permitted commercial uses when the commercial uses are grouped together. Retail shops are permitted on ground level floors or basements only.

(Ord. 16653 § 2 (part), 2007)
A chain-of-ownership review was not performed as part of this assessment, Section 4.1. No valuation was conducted on the subject site, nor on any of the surrounding adjacent properties as part of this assessment, Section 4.4.

12.0 ADDITIONAL SERVICES:

In addition to the ASTM requirements, Investment Builders Inc. requested review and comment for the following out of scope items, as they relate to the Housing Tax Credit Development:

1. **State if a noise study is recommended.** - **Response:** Yes, A Noise Study is recommended due to the proximity of the subject site to Airports (15-mile radius-subject site is approx. 7.96 miles from the El Paso International Airport (See Appendix 16.9)).

2. **Provide a copy of the Current FEMA flood insurance rate map.** A copy is attached in Section 16.9. - **Response:** The subject site lies within Flood Zone X - Area determined to be outside the established 500-year flood plain. (See Appendix 16.9)

3. **State if asbestos testing is recommended.** - **Response:** An asbestos inspection is not recommended due to the lack of buildings structures.

4. **State if a Lead Based Paint inspection is recommended.** - **Response:** A lead inspection is not recommended due to the lack of target housing.

5. **State if Lead in Drinking water is recommended.** - **Response:** No, according to El Paso Water there is no lead in the source waters used for El Paso’s drinking water.

6. **Assess the potential for the presence of Radon Gas.** - The State of Texas has conducted testing of all counties. - **Response:** CECI reviewed the Final Report of Texas Indoor Radon Survey, dated June 1994, by the Texas Department of Public Health. Survey results were grouped by counties in Texas. The survey indicated that 106 Radon gas samples were collected in El Paso County area. According to the test results, Radon was detected at levels ranging from less than 0.5 PicoCuries per Liter (pCi/L) with an average of 1.0 pCi/L. Therefore, testing is not recommended. However, this information does not represent site specific Radon levels and no samples were collected or analyzed at the subject site as part of this assessment. (See Appendix 16.9)

7. **Identify and assess if oil, gas or chemical pipelines, processing facilities, storage facilities or other potentially hazardous explosive activities on-site or in the general area of the site that could potentially adversely impact the Development.** Location of these items must be shown on a drawing or map in relation to the Development Site and all existing or future improvements. – **Response:** After gathering and processed all information to obtain the Acceptable Separation Distance (ASD) from the subject site to Magellan Midstream Partners, LP storage tank farm CECI determined that the HUD-proposed site complies with the requirement of ASD. (See appendice 16.9A)

8. **Vapor Encroachment Screening.** – **Response:** GMC Packard and El Paso Acid were reported as having had state hazardous waste. Both sites have a regulatory status of "Inactive" and were reported to not have been impacted any medium. It is CECI’s opinion that the presence or potential presence of vapor intrusion does not exist within the subject site, nor within the AOC search radius area.

13.0 REFERENCES:

- Texas Commission on Environmental Quality (TECQ), El Paso, Texas office.
Subject Site
Area of Interest (AOI)
- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Farmland of statewide importance
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available

Soil Rating Polygons
- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available

Soil Rating Lines
- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained

Soil Rating Points
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available

Water Features
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available
The soil surveys that comprise your AOI were mapped at 1:31,700.

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

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

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

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

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

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

Soil Survey Area: El Paso County, Texas (Main Part)
Survey Area Data: Version 16, Sep 14, 2018

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

Date(s) aerial images were photographed: Jan 13, 2011—Mar 29, 2014

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

<table>
<thead>
<tr>
<th>Map unit symbol</th>
<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>HW</td>
<td>Hueco-Wink association, hummocky</td>
<td>Not prime farmland</td>
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<td>100.0%</td>
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<td></td>
<td></td>
<td><strong>6.2</strong></td>
<td><strong>100.0%</strong></td>
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</table>

Description

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

Rating Options

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower
## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

#### CHESTER E JORDAN (071909128) - SOCORRO ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
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<td>Met Standard</td>
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<td>78</td>
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<tr>
<td>STAAR Performance</td>
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<td>College, Career and Military Readiness</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
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<td>83</td>
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<tr>
<td>Academic Growth</td>
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<tr>
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<tr>
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<td>92</td>
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### Distinction Designations

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

## 2018 Accountability Ratings Overall Summary

**SPEC RAFAEL HERNANDO MIDDLE (071909048) - SOCORRO ISD**

<table>
<thead>
<tr>
<th>Component</th>
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## Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency

2018 Accountability Ratings Overall Summary
EL DORADO H S (071909005) - SOCORRO ISD

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<td>Student Achievement</td>
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</tr>
<tr>
<td>STAAR Performance</td>
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<tr>
<td>College, Career and Military Readiness</td>
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<td>Academic Growth</td>
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<td>Closing the Gaps</td>
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<td>84</td>
<td>Met Standard</td>
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</tbody>
</table>

Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Tab 9

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

   - [X] 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
     - [X] The census tract has a median household income rate in the two highest quartiles within the region (2 points).
     - OR
     - The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

   - Contiguous Census Tract #  
   - Contiguous Tract Quartile

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

   - full service grocery store (1 point)(1 mile)
   - pharmacy (1 point)(1 mile)
   - health-related facility (1 point)(3 miles)
   - licensed center serving children (1 point)(2 miles)
   - census tract with crime rate of ≤26 per 1k persons
   - census tract with ≥27% associate degrees adults ≥25
   - outdoor recreation facility available to public (1 point)

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

   - full service grocery store (1 point)(1 mile)
   - community, civic or service organization (1 point)(1 mile)
   - delivered meals service (1 point)
   - pharmacy (1 point)(1 mile)
   - health-related facility (1 point)(3 miles)
   - licensed center serving children (1 point)(2 miles)
   - census tract with crime rate of ≤26 per 1k persons
   - census tract with ≥27% associate degrees adults ≥25
   - outdoor recreation facility available to public (1 point)

   - [X] 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:

---

2/28/2019
2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

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

- Wholly or partially within a Colonia (2 points);
  (Note: Not eligible if application qualifies for Opportunity Index points)

- Entirely within the boundaries of an Economically Distressed Area (1 point);
  (Note: Not eligible if application qualifies for Opportunity Index points)

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

- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

- Entirely within a census tract that, according to American Community Survey 5-year Estimates, has both a poverty rate greater than 20% and a median gross rent for a two-bedroom unit greater than its county’s 2016 HUD Fair Market Rent for a two-bedroom unit. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (2 points);

- An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

**Application is seeking points for Underserved Area.**

**Total Points Claimed:** [ ]

0

3. **Proximity to the Urban Core (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

- 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 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building.

- Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

**Application is seeking points for Proximity to the Urban Core.**

**Total Points Claimed:** [ ]

0

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

**Region:** [ ]

- Application is claiming points for a Concerted Revitalization Plan (“CRP”).

- No points were claimed for Opportunity Index.

- Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.

- The CRP Packet has been completed and uploaded along with but separately from the Application.

**Application is seeking points for Concerted Revitalization.**

**Total Points Claimed:** [ ]

0

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

- 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:** [ ]

0
6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

- 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 two years preceding December 1, 2018.
  - Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2019.
  - Application includes acknowledgement from all lenders and the syndicator of the required closing date.
  - Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2019.
  - Application includes evidence that appropriate zoning will be in place at award.
  - Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2019.
  - Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

**Application is seeking points for Readiness to Proceed.**

**Total Points Claimed:** 0
Tab 10

Supporting Documentation for the Site Information Form Part I and II

- Census Tract Boundary Map
- Map of Community Assets
- Community Asset Supporting Documentation
Supporting Documentation for the Site Information Form Part II

**Opportunity Index (Competitive HTC and Direct Loan Only)**
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
  - NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization's service activity in the community.
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups
  ([http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp](http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp))
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2018, including the computation used to determine the crime rate
  ([https://www.neighborhoodscout.com](https://www.neighborhoodscout.com))
- Print-out from THECB website confirming accreditation of university or community college
  ([http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm))
- Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable
- Evidence from Attorney General of Colonia boundaries; and
  ([https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias))
- Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and
- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

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

**For other items:**
- Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department's website at
  ([http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm))
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable

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

CRP Packet is uploaded along with but separate from the Application.

Declared Disaster Area:

The county in which the Development Site is located is listed on the 2019 List of Declared Disaster Areas (no further documentation is required).

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

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

Readiness to Proceed

Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance in the last calendar year (only required if county is not included on the list and Applicant believes it should be).

Certification for closing

Acknowledgement(s) of closing date from lenders and syndicator

Certification for construction contract

Evidence that appropriate zoning will be in place at award (July 25, 2019).

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

2/28/2019
Due to the lapse in Congressional Appropriations for Fiscal Year 2019, the U.S. Department of Housing and Urban Development (HUD) is closed. HUD websites will not be updated until further notice. For more information, see HUD Contingency Plan for Possible Lapse in Appropriations.

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

Select a State
Select a County
Go

Map Options
Clear | Reset | Full Screen

Select Year
2019
2018

QCT for 2019
Tract 103.41
County El Paso County
State TX
Status (2019) Not Qualified
Poverty Rate 18.9%
Ratio of Tract Median Income to Tract Income Limit 0.541
Full Tract Number 48141010341

Proposed Villas at Augusta Site

Map data ©2019 Google, INEGI
Due to the lapse in Congressional Appropriations for Fiscal Year 2019, the U.S. Department of Housing and Urban Development (HUD) is closed. HUD websites will not be updated until further notice. For more information, see HUD Contingency Plan for Possible Lapse in Appropriations.

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

Click here for full screen map

Select Year

2019

2018

About PD&R
Delegations of Authority and Order of Succession
Events
HUD at 50
HUD Secretary’s Awards
PD&R Careers

Initiatives
Aging Research and Resources
Aligning Affordable Rental Housing
Interagency Physical Inspection Alignment

Research
Case Studies
Data Sets
Periodicals
Regulatory Barriers Clearinghouse
Reports
The Edge

Proposed Villas at Augusta Site
Villas at Augusta

SWC of Augusta Drive and N. Zaragosa Road, El Paso, TX 79938

Opportunity Index Amenities - Urban

1) Grocery: Walmart Neighborhood Market – 4,638ft
2) Pharmacy: Walmart Neighborhood Market – 4,638ft
3) Health Related Facility: The Hospitals of Providence East Campus – 14,969ft((2.84mi)
4) Child Care: Everyday Sunshine Children’s Daycare – 9,9934ft(1.88mi)
5) Property Crime: 7.85 per 1000
6) CT with % of adults age 25 and older with an associate's degree or higher: 37.98%
7) Outdoor Rec: Tim Foster Park – Tim Foster Walking Trail – 4,412ft
8) Community or Civic Organization: Del Sol Church East Montana – 3,776ft
9) Meals on Wheels: Meals on Wheels of El Paso County
The Hospitals of Providence East Campus, 3280 Joe Battle Blvd, El Paso, TX 79938

Everyday Sunshine Children’s Daycare, 12770 Edgemere Blvd, El Paso, TX 79938
Tim Foster Park – Tim Foster Walking Trail, 14401 Smokey Point Dr, El Paso, 79938

Del Sol Church East Montana, 13690 Montana Ave, El Paso, TX 79938
Get Started Now

Back To
Our Locations

East Campus

Check in to ER

Pre-Register

Our Services

Classes & Events

Patient Portal

Online Bill Pay

Contact Us

Maps & Directions
East Campus

When you visit us, you will benefit from our:

- Full-service 182 bed hospital featuring 6 Neonatal Intensive Care beds, 24 Intensive Care Unit beds, a 38-bed Emergency Department including 8 Fast Track beds, and more
- Advanced health care services in Back & Spine, Cancer, Children's Services, Diagnostic Imaging, Digestive Disorders, Emergency Services, Heart Care, Imaging, Lab Services, Mother & Baby, Orthopedics, Rehabilitation Services, Respiratory, Urology, Women's Health, Wound Care, and Outpatient vascular access services to include 3CG Ultrasound Guided PICC/Midline insertions
- Complete in-house diagnostic imaging and lab services
3280 Joe Battle Blvd.
El Paso, TX 79938

915-832-2000

Services
Acute Care, Back & Spine, Cancer, Children's Services, Diagnostic Imaging, Digestive Disorders, Emergency Services, Heart Care, Imaging, Lab Services, Mother & Baby, Orthopedics, Rehabilitation Services, Respiratory, Urology, Women's Health, Wound Care

Map Location

Starting address:

ER CHECK-IN
Everyday Sunshine Children's Daycare

12770 EDGEMERE BLVD BLDG G
EL PASO, TX 79938
915-855-6848 (tel:9158556848)

Costimate™
$103
per week

Ratings

Availability
--

ABOUT THE BUSINESS
Everyday Sunshine Children's Daycare in EL PASO, TX offers state-licensed education and care programs for childhood in a safe, loving, and engaging environment. They help the kids grow physically, socially, spiritually, emotionally, and academically. Their experienced staff provides a play-based and developmentally appropriate curriculum that allows the children to learn at their pace.

AT A GLANCE
In Business Since: 2015
Total Employees: 1
Credentials: State Licensed

PROGRAM DETAILS
Type: Child Care Center/Day Care Center

COST & AVAILABILITY

Costimate™
$103/week

RATINGS & REVIEWS

Write a review
Send Info
CHECK OUT OTHER OPTIONS NEAR YOU

A Place To Grow Child Development Center (/b/I/a-place-to-grow-child-development-center/el-paso-tx)
12001 Tierra Este Rd, El Paso, TX 79938

Vista Del Sol KinderCare (/b/kindercare/el-paso-tx/vista-del-sol-kindericare-11022-vista-del-sol-dr3)
11022 Vista Del Sol Dr, El Paso, TX 79935

Escuela Montessori Del Valle (/b/I/escuela-montessori-del-valle/el-paso-tx)
2191 Sun Country Dr, El Paso, TX 79938

YWCA El Paso Del Norte Region After School PR (/b/I/ywca-el-paso-del-norte-region-after-school-pr/el-paso-tx)
2200 Sun Country Dr, El Paso, TX 79938

M M Children Day Care (/b/I/m-m-children-day-care/el-paso-tx)
11507 Jerry Lewis Way, El Paso, TX 79936

Care.com does not verify business credentials including licensing information. You are responsible for performing your own research to select an appropriate care provider.

DO YOU OWN THIS BUSINESS?

Claim your profile for free — and control how your business is presented on this site.

Claim this business (/visitor/claimLocation.do?ref=1086171)

Join free to contact this business
Already a member? Sign in

First name

Last name

Address

City State, Zip

Send Info
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: 1545903
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Everyday Sunshine Children's Daycare
Location Address: 12770 EDGEMERE BLVD BLDG G
EL PASO, TX 79938
Mailing Address: 12770 EDGEMERE BLVD BLDG G
EL PASO, TX 79938
Phone Number: 915-855-6848
County: EL PASO
Website Address: 
Email Address: info@everydaysunshinedaycare.com
Administrator/Director Name: Martina Torres
Type of Issuance: Full Permit
Issuance Date: 3/6/2015
Permit Renewal Due By Date: 3/6/2021
Conditions on Permit: Yes
Accepts Child-Care Subsidies: Yes
Hours of Operation: 05:00 AM-07:30 PM
Days of Operation: Monday - Friday
Total Capacity: 147
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 147
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Three Year Inspection Summary
https://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilityDetails.asp?ptype=DC&fid=1153865
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 three years, Licensing conducted the following:

- 19 - Inspections
- 0 - Assessments
- 2 - Self Reported Incidents
- 6 - 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.

Three Year Compliance Summary
- During the last three years, 2817 standards were evaluated for compliance at this operation.
- Of the standards evaluated 10 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 three years are as follows:

- 2 were weighted as High
- 4 were weighted as Medium - High
- 4 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
Del Sol is one church that meets in multiple locations around El Paso Texas. We believe in taking the church to the people instead of expecting them to come to us. Whether you’re checking out the claims of Christ for the first time, or are looking for a new place to call home, we have a place for you and near you!
Join us this weekend for one of our services. The atmosphere is relaxed and the messages are relevant to your daily life. Through meaningful Bible-study, and exciting worship, our goal is to help you grow deeper in your relationship with God each and every week.

**A CHURCH FOR EVERYONE**

From students to professionals, preschoolers to senior adults, white collar to blue collar to no collar, we have ministries tailored specifically to every member of your family. We also have small groups, mission trips, and special events throughout the year so there are plenty of opportunities to get involved.

**OUR CORE VALUES**

Follow Christ, Build Community, Unleash Compassion

**WHAT WE BELIEVE**

The Bible is the Word of God. It was written by human authors, under the supernatural guidance of the Holy Spirit. Because it was inspired by God, the Bible is the supreme source of truth for all Christian beliefs and practices. (2 Timothy 3:16-17; 2 Peter 1:20–21; Psalm 119:105, 160, 12:6; Proverbs 30:5)
God is the Creator and Ruler of the universe. He is one God in three persons: the Father, the Son, and the Holy Spirit. God is infinite and personal, holy and loving, forgiving and just. (Genesis 1; Psalm 90:2; Matthew 28:19; 1 Peter 1:2; 2 Corinthians 13:14)

Jesus Christ is the eternal God who became a man, lived a perfect life, died on the cross for our sins, and was bodily raised from the dead. He ascended to Heaven’s glory and will return some day to reign forever. (Matthew 1:22–23; John 1:1–5, 14:10–13; Acts 1:9–11; Romans 1:3–4; 1 Corinthians 15:3–4; 1 Timothy 6:14–15; Titus 2:13; Hebrews 4:14–15)

The Holy Spirit is God’s presence in the world today. He is present to make people aware of their need for Jesus Christ. He comes to live in every believer at the moment of conversion, and provides power for living, understanding of spiritual truth and personal guidance. The Holy Spirit also gives every believer spiritual gifts which are to be used in ministry to others. (John 16:7–13; 14:16–17; Acts 1:8; 1 Corinthians 2:12; 3:16; 12:4–7; Ephesians 1:13–14; 5:18)

Human Beings are created by God in his image. They are the supreme object of God’s creation. Although every person has tremendous potential for good, all are marred by an attitude of disobedience toward God called “sin”. This attitude separates people from God and causes them to miss God’s plan for their lives. (Genesis 1:27; Psalm 8:3–6; Isaiah 53:6; Romans 3:23)

People were created to exist forever, either eternally separated from God by sin and personal choice (a condition the Bible calls “hell”), or eternally present with God in heaven through salvation. (John 3:16; Romans 6:23; Philippians 3:20–21; 1 John 2:25; 5:11–13; Revelation 20:15)

Salvation is a free gift received from God. We can never make up for our sins by self-improvement or good works, so we must place our faith in Jesus Christ as God’s provider of forgiveness. This faith involves committing one’s life to Jesus as Lord (or boss). (John 1:12; 14:6; Romans 3:21–26; 6:23; 10:9–13; Galatians 3:26; Ephesians 2:8–9; Titus 3:5)

Our salvation, being a gift of God, is secure. It is maintained by the grace and power of God, not the self-effort of the Christian. (John 5:24; 10:27–29; 2 Timothy 1:12; Hebrews 7:25; 10:10–14; 1 Peter 1:3–5)

The Church is the Body of Christ on earth. The term “church” has both a universal meaning (all Christians of all time) and a local meaning (individual congregations like Del Sol). Each local church has the responsibility of deciding its own boundaries according to its understanding of the Bible, and determining how it can most effectively contribute to the fulfillment of God’s purposes on earth. (1 Corinthians 16:19; Ephesians 1:22–23; 1 Timothy 5:17)
WHAT TO EXPECT

Del Sol Church is a place where you can come as you are & leave better. If you’re not perfect, you’re in good company with us. When you come to any location of Del Sol, you’ll be welcomed into a friendly, casual environment by people who are excited to see you.

AT A WEEKEND SERVICE, YOU CAN EXPECT:

- Exciting, modern worship music and videos to help you engage.
- Thought-provoking and engaging messages based on the teaching of the Bible. Watch a message or two online to get an idea of the topics we teach on.
- Fun classes for your kids (babies – 6th grade) while you attend the service.
- An Information Center staffed with volunteers to welcome you and answer any questions you have.

OUR PARTNERSHIPS

Del Sol is an independent church, led by pastors & staff, with the spiritual oversight of a board of Elders, and submissive to Jesus as the ultimate Leader of our church. We believe the local church is the hope of the world, and we also believe in working together with others to spread the message of new life in Christ.

To do that, we choose to partner with other churches, non-profit organizations, and groups that help people and promote the Gospel locally and around the world. Here is a list of some of the groups we have formed long-term relationships with, investing time & finances to create service opportunities for people in our church.
● The Southern Baptist Convention (http://www.sbc.net)
● Texas Baptists (http://texasbaptists.org)
● El Paso Baptist Association (https://www.elpasoba.org)
● El Paso Baptist Clinic (http://www.elpasobaptistclinic.com)
● Agape Ministries (Juarez, Mexico)
● Mothers of Preschoolers (MOPS) (http://www.mops.org)
● Fort Bliss - Host Family Program & Unit Sponsorship Program
● Youth for Christ - El Paso (http://yfcep.org)
● Living Hope Christian Counseling Service (http://www.livinghopeccs.org)
● Texas Department of Criminal Justice - Sanchez Unit (https://www.tdcj.state.tx.us/unit_directory/rz.html)
Notice: The County Courthouse will be CLOSED on Monday, February 18, 2019 in observance of the President's Day holiday. Normal hours will resume on Tuesday, February 19, 2019.
NUTRITION PROGRAM CENTERS (CITY-COUNTY)

A division of the Community Services Department

Vision: The new tradition is a renewed conviction of excellence by changing lives, inspiring hope and building a brighter future.

Mission Statement: To build trust, adapt to an evolving community and provide a safe and healthy quality of life to our families.

El Paso County Senior Nutrition Program

PRIORITY
Nutrition: To nourish and enrich the lives of older individuals by providing nutritious meals to active and homebound individuals; thereby, promoting their health, well-being and independence.

A senior nutrition program providing a 1/3 Required Dietary Allowance noon time meal to El Pasoans 60 years of age or older.
Center based meals are served in 20 Senior Nutrition Community Centers throughout the County.
Home delivered meals are served to 1,117 homebound frail elderly or handicapped individuals.
Valley Services is the County's meal vendor for the preparation and delivery of all meals.

CITY PARK AND RECREATION CENTERS

<table>
<thead>
<tr>
<th>CAROLINA (HAPPINESS)</th>
<th>CHIHUAHUNITA</th>
</tr>
</thead>
<tbody>
<tr>
<td>View larger map</td>
<td>View larger map</td>
</tr>
<tr>
<td>563 N Carolina</td>
<td>417 Charles</td>
</tr>
<tr>
<td>El Paso, TX 79915</td>
<td>El Paso, TX 79901</td>
</tr>
<tr>
<td>Phone: 592-8710</td>
<td>Phone: 533-6909</td>
</tr>
</tbody>
</table>

Senior Nutrition Center Menu ▼ (documents/menu.pdf) January - March 2019
Home Delivered Meals Menu ▼ (documents/menu.pdf) January - March 2019
<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>EASTSIDE</td>
<td>3200 Fierro, El Paso, TX 79935</td>
<td>591-4292</td>
</tr>
<tr>
<td>FATHER MARTINEZ</td>
<td>9311 Alameda, El Paso, TX 79907</td>
<td>860-9131</td>
</tr>
<tr>
<td>PAT O'ROURKE</td>
<td>901 Virginia, El Paso, TX 79902</td>
<td>533-1811</td>
</tr>
<tr>
<td>GRANDVIEW</td>
<td>3134 Jefferson, El Paso, TX 79930</td>
<td>566-1217</td>
</tr>
<tr>
<td>HILOS DE PLATA</td>
<td>4451 Delta Dr., El Paso, TX</td>
<td>533-3207</td>
</tr>
<tr>
<td>MEMORIAL CENTER</td>
<td>1800 Byron, El Paso, TX 79930</td>
<td>562-4260</td>
</tr>
<tr>
<td>SOUTHSIDE</td>
<td>600 S. Ochoa, El Paso, TX 79901</td>
<td>577-9870</td>
</tr>
<tr>
<td>WELLINGTON CHEW</td>
<td>4430 Maxwell, El Paso, TX</td>
<td>915-212-0423</td>
</tr>
<tr>
<td>POLLY HARRIS</td>
<td>650 Wallenberg, El Paso, TX 79912</td>
<td>581-9926</td>
</tr>
<tr>
<td>SAN JUAN</td>
<td>5701 Tamburo, El Paso, TX 79905</td>
<td>212-0486</td>
</tr>
<tr>
<td>CANUTILLO</td>
<td>7361 Bosque Rd., Canutillo, Tx. 79835</td>
<td>877-2622</td>
</tr>
<tr>
<td>SAN ELIZARIO</td>
<td>12960 Alnor, San Elizario, TX 79849</td>
<td>851-1964</td>
</tr>
</tbody>
</table>
CLINT
200 N. San Elizario
Clint, TX 79836
Phone: 851-3397

FABENS
201 Camp
Fabens, TX 79838
Phone: 764-3580

McCALL CENTER
3231 Wyoming
El Paso, TX 79902
Phone: 566-2407

NORTHEAST
5317 Transmountain
Phone: 759-6892

LA FE NUTRITION CENTER

MONTANA VISTA
14664 Gregg
El Paso, TX 79938
Phone: 857-1567

CITY OF SOCORRO NUTRITION CENTER

SOCORRO
901 Rio Vista
El Paso, TX 79927
Phone: 860-8615

Contact Us

(915) 546-2000
500 E. San Antonio
El Paso, TX 79901
view map

Disclaimer (../disclaimer.htm) Link & Privacy Policy (../linkprivacy.htm)
EL PASO, TX (MONTANA AVE / KRAG ST) CRIME

67 Vital Statistics. 4 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

**TOTAL CRIME INDEX**

88

(100 is safest)

Safer than 88% of U.S. neighborhoods.

**NEIGHBORHOOD ANNUAL CRIMES**

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>21</td>
<td>126</td>
<td>147</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>1.31</td>
<td>7.85</td>
<td>9.15</td>
</tr>
</tbody>
</table>

NEIGHBORHOOD VIOLENT CRIME

**VIOLENT CRIME INDEX**

74

(100 is safest)

Safer than 74% of U.S. neighborhoods.

**VIOLENT CRIME INDEX BY TYPE**

<table>
<thead>
<tr>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>69</td>
<td>59</td>
<td>88</td>
<td>67</td>
</tr>
</tbody>
</table>

(100 is safest)

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 765 in Montana Ave / Krag St
1 IN 258 in El Paso
1 IN 228 in Texas
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

Map Options:
- Clear
- Reset
- Full Screen

Select Year
- 2019
- 2018

QCT for 2019
- Tract: 103.41
- County: El Paso County
- State: TX
- Status (2019): Not Qualified
- Poverty Rate: 18.9%
- Ratio of Tract Median Income to Tract Income Limit: 0.541

Legend:
- 2019 Qualified Census Tracts
- 2019 Small DDA

Map Options:
- Hide the overview
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Click here for full screen map

Proposed Villas at Augusta Site
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.
Tab 11

Site Information Form Part III
1. Site Acreage

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>6.14</td>
<td>NA</td>
<td>10</td>
</tr>
</tbody>
</table>

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

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

The discrepancy is due to the purchase of a larger tract of land and the actual development site being smaller. The land price on the DCS is reflective of the reduction.

2. Site Control [10 TAC §11.204(10)]

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>River Oaks Properties, L.P.</td>
<td>Jim Payne</td>
<td>7568 N. Mesa</td>
<td>El Paso</td>
<td>TX</td>
<td>79912</td>
<td>1/31/2005</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain:

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

Did the seller acquire the property through foreclosure or deed in lieu of foreclosure? 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>All listed above</td>
<td>None</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [X] Contract for sale.
- [NA] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [NA] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [NA] Contract for lease.
- [X] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [NA] The Property has the following encumbrance(s):

3. Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]

If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

- [NA] Evidence of an easement, leasehold, or similar documented access; and
- [NA] Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.
4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

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

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

- 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 includes an additional 10% of units at 30% AMI. **(Competitive HTC only)**
  
  *Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.*

- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. **(Competitive HTC only)**

- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). **(Competitive HTC only)**

**If a revised form is submitted, date of submission:**
Tab 12

Support Documentation from Site Information
Part III

- Site Control Documentation
- Title Commitment or Policy
Support Documentation from Site Information Part III Should be Included Behind this Tab.

Site Control Documentation

☐ If recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).

☐ If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.

☐ If Application is requesting Direct Loan Funds, contract for sale, option to purchase or option to lease includes the language required by 10 TAC §13.5(e).

☒ Title Commitment or Policy

Ingress/Egress and Easements

☐ NA Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

Increase in Eligible Basis (30% Boost)

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

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

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

☐ NA Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within the boundaries of a Qualified Opportunity Zone, if applicable.

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
SECOND AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

This Second Amendment to Commercial Contract – Unimproved Property (this “Second Amendment”) is entered into and is effective this 8th day of April, 2019 (the “Second Amendment Effective Date”) by River Oaks Properties, Ltd. (“Seller”) and Villas at Augusta, Ltd. (“Buyer”), in order to amend that certain Commercial Contract – Unimproved Property dated effective January 8, 2019 (the “Original Contract”); which has been amended by that certain First Amendment to Commercial Contract-Unimproved Property (the “First Amendment”); (the Original Contract and the First Amendment shall hereinafter collectively be referred to as the “Contract”); in relation to certain property located in El Paso County, Texas, being more particularly described in the Contract (the “Property”), under the following terms and conditions:

Buyer and Seller, for good and valuable consideration, the receipt of which is acknowledged, agree to amend the Contract as follows:

1. The “Feasibility Period” under Paragraph 7B will end on July 31, 2019 instead of ninety (90) days after the Effective Date (i.e. April 8, 2019).

2. Paragraph 7B(2), Paragraph 12A and Paragraph 12B shall be deleted in their entirety.

3. Upon the execution of this Second Amendment and delivery of same to the title company, it is agreed by all parties that the earnest money in the amount of $25,000.00 shall be immediately released to the Seller. Buyer and Seller agree that notwithstanding any termination of the Contract the earnest money shall be non-refundable to Buyer, but shall be applicable to the Sales Price when and if the Closing occurs.

4. The first sentence of Paragraph 10(C) is hereby deleted in its entirety and is replaced with the following:

“At closing, Seller will execute and deliver, at Seller’s expense a special warranty deed.”

5. The Paragraph “Subdivision Plat/Approval and Recordation” contained in the Addendum to Commercial Contract – Unimproved Property which is attached to and incorporated into the Contract is hereby deleted in its entirety and is replaced with the following:

“Each of Seller’s and Purchaser’s respective obligation to close the sale of the Property under this Contract is further expressly subject to and conditioned upon Seller’s receipt, on or before the Closing Date, of either (i) written confirmation from the City of El Paso, Texas (the “City”) that a subdivision plat is not required to be completed for the sale of the Property to Buyer, or (ii) if a subdivision plat is required by the City of El Paso in order to complete the sale of the Property to Buyer, written confirmation of the City’s and any and all other governmental
bodies’ approvals (the “Subdivision Approval”) required to record a subdivision plat of the Property (the “Subdivision Plat”) in the land records of El Paso County, Texas, which Subdivision Plat which will substantially conform to a site plan (the “Site Plan”) prepared by Buyer with such additional terms and conditions, if any, approved by Seller, such approval not to be unreasonably withheld, conditioned or delayed. As used herein, the term “Subdivision Approval” includes, without limitation, (i) the execution of a Resolution by the City of El Paso Planning Commission approving the Site Plan and Subdivision Plat; and (ii) the written approval of the City Engineer of the City of El Paso approving all subdivision improvement plans required for the Subdivision Plat. Seller agrees to allow Buyer to submit Buyer’s Site Plan and the Subdivision Plat, if required, to the City in accordance with Buyer’s approved plans and, subject to the Entitlement Procedure below. Seller shall use commercially reasonable, diligent efforts to assist Buyer, in Seller’s name, to pursue and obtain final Subdivision Approval prior to Closing Date. Buyer shall be responsible for all costs associated with the Site Plan, Subdivision Plat and Subdivision Approval including but not limited to any traffic impact studies and improvements required by the City. Seller and Buyer shall each reasonably cooperate with the other in connection with such efforts. Seller and Buyer acknowledge and agree that notwithstanding any termination of the Contract pursuant to this Paragraph, the earnest money, additional earnest money and any extension fee is non-refundable to the Buyer.”

6. The Paragraph “Easements” contained in the Addendum to the Commercial Contract – Unimproved Property which is attached to and incorporated into the Contract is hereby deleted in its entirety and is replaced with the following:

“Easements. On or prior to the Closing Date, (the “Easement Agreement Period”), the parties will agree upon the terms, including location, of certain access, storm water drainage and utility easements (the “Easements”) related to the future development and use of the Property and Seller’s Adjacent Property. The parties shall negotiate in good faith on the location, terms and conditions of the Easements. In the event the parties have not agreed upon the Easements prior to the expiration of the Easement Agreement Period, either Buyer or Seller may terminate this Agreement by written notice to the other prior to the expiration of the Easement Agreement Period. Once agreed upon, the Easements will be appended hereto as Exhibit “B” in the form of each of such Easements. At Closing, Seller and Buyer agree to execute and deliver each of the Easements in substantially the form set forth in Exhibit “B”, when attached. Seller and Buyer acknowledge and agree that notwithstanding any termination of the Contract pursuant to this Paragraph, the earnest money, additional earnest money and any extension fee is non-refundable to the Buyer.”

7. All other time periods contained in the Contract which are tied to or related to the Easement Agreement Period and the Feasibility Period will be calculated based upon the new Easement Agreement Period and the Feasibility Period referenced in this Second Amendment.
8. Capitalized terms used in this Second Amendment, not otherwise defined, shall have the same meaning as in the Contract.

9. Except as amended in this Second Amendment, the terms and provisions of the Contract shall remain in effect.

10. This Second Amendment may be executed in multiple counterparts, and with facsimile signatures, which collectively, will be construed as an original.

[Signatures continued on following pages]
SELLER:

RIVER OAKS PROPERTIES, LTD.

By: River Oaks Asset Management, Inc.
Its: General Partner

By: __________________________
Name: Adam Z. Frank
Title: President

(Signature contained on the following page)
BUYER:

VILLAS AT AUGUSTA, LTD.,
a Texas limited partnership

By: Investment Builders, Inc.,
a Texas corporation
Its: General Partner

By: 
Name: Ike Monty
Title: President
Exhibit “B”
Form of Easement Agreement

[To be inserted when finalized]
ASSIGNEE: Villas at Augusta, Ltd

Address: 7400 Viscount Boulevard, Suite 109, El Paso, TX 79925
Phone: E-mail: 
Fax: Other: 

SELLER: River Oaks Properties, L.P.
7568 N Mesa, El Paso, TX 79912

PROPERTY: N.Zaragoza Road at Augusta Drive, El Paso, TX 79936
10 acres of Land, being part of Lot 1, Block 23, Lomas Del Este Subdivision, City of El Paso, El Paso County, Texas

CONTRACT: A Commercial Contract - [ ] Improved Property [X] Unimproved Property executed by Assignor (as Buyer) and Seller concerning the Property, having an effective date of January 8, 2019.

For and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by Assignee to Assignor, Assignor hereby assigns Assignor's interest in the Contract, including Assignor's interest as Buyer and Assignor's interest in the earnest money in the amount of $25,000.00 to Assignee, and Assignee hereby assumes all of Assignor's responsibilities and obligations associated with Assignor's interest in the Contract.

SPECIAL PROVISIONS: Pursuant to Paragraph 22.E of the Contract, Buyer has the unrestricted right to assign the Contract to a Buyer, so long as Buyer assumes all of Assignor's liability and obligations in said Contract. Seller's signature herein is not required.

This Assignment shall be effective as of January 8, 2019.
Commercial Contract Assignment concerning: 

N. Zaragoza Road at Augusta Drive, El Paso, TX 79936

Assignor: Davis Street Corporation
7400 Viscount, Suite 109, El Paso, TX 79925

By: 

By (signature): 
Printed Name: Ike J. Moneh
Title: President Date: 1/8/2019

By: 

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

Assignee: Villas at Augusta, Ltd

By: 

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

By: 

By (signature): 
Printed Name: Ike J. Moneh
Title: President, Investment, Builders, Inc., its General Partner Date: 1/8/2019

By: 

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

Seller consents to the assignment of Assignor’s interest in the Contract to Assignee.

Seller: River Oaks Properties, L.P
7568 N Mesa, El Paso, TX 79912

By: (Not Required)

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

By: 

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

(TAR-1943) 4-1-14
ASSIGNOR: Davis Street Corporation
7400 Viscount, Suite 109, El Paso, TX 79925

ASSIGNEE: Villas at Augusta, Ltd

Address: 7400 Viscount Boulevard, Suite 109, El Paso, TX 79925
Phone: ___________________________ E-mail: ___________________________
Fax: ___________________________ Other: ___________________________

SELLER: River Oaks Properties, Ltd.
7588 N Mesa, El Paso, TX 79912

PROPERTY: N Zaragoza Road at Augusta Drive, El Paso, TX 79936
10 acres of Land, being part of Lot 1, Block 23, Lomas Del Este Subdivision, City of El Paso, El Paso County, Texas

CONTRACT: A Commercial Contract - [ ] Improved Property [X] Unimproved Property executed by Assignor (as Buyer) and Seller concerning the Property, having an effective date of January 8, 2019.

For and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by Assignee to Assignor, Assignor hereby assigns Assignor's interest in the Contract, including Assignor's interest as Buyer and Assignor's interest in the earnest money in the amount of $25,000.00 to Assignee, and Assignee hereby assumes all of Assignor's responsibilities and obligations associated with Assignor's interest in the Contract.

SPECIAL PROVISIONS: Pursuant to Paragraph 22 E of the Contract, Buyer has the unrestricted right to assign the Contract to a Buyer, so long as Buyer assumes all of Assignor's liability and obligations in said Contract. Seller's signature herein is not required.

This Assignment shall be effective as of January 8, 2019.
Commercial Contract Assignment concerning: N Zaragoza Road at Augusta Drive, El Paso, TX 79936

Assignor: Davia Street Corporation

7400 Viscount, Suite 109, El Paso, TX 79925

By: ________________________________

By (signature): ______________________
Printed Name: ________________
Title: ________________ Date: ________________

Assignee: Villas at Augusta, Ltd

By: ________________________________

By (signature): ______________________
Printed Name: ________________
Title: __________________ Date: ________________

By: ________________________________

By (signature): ______________________
Printed Name: ________________
Title: __________________ Date: ________________

Seller consents to the assignment of Assignor’s interest in the Contract to Assignee.

Seller: River Oaks Properties, Ltd

7558 N Mesa, El Paso, TX 79912

By: (Not Required)

By (signature): ______________________
Printed Name: ________________
Title: __________________ Date: ________________

By: ________________________________

By (signature): ______________________
Printed Name: ________________
Title: __________________ Date: ________________

(TAR-1943) 4-1-14
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

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

Seller: River Oaks Properties, LP
Address: 5678 N Mesa St, El Paso, TX 79912-5425
Phone: (915)225-5700 E-mail: Jpayne@riveroaksproperties.com
Fax: Other:

Buyer: Davis Street Corporation
Address: 7400 Viscount Blvd Ste 109, El Paso, TX 79925-4800
Phone: (915)594-2141 E-mail: rlopez@ibltoday.com
Fax: Other:

2. PROPERTY:

A. "Property" means that real property situated in El Paso County, Texas at North Zaragoza Road, El Paso, TX (address) and that is legally described on the attached Exhibit "A" or as follows: Approximately 10 acres of land, being a portion of Lot 1, Block 23, Lomas Del Este, City of El Paso, El Paso County, Texas

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, alley, strips, gorses, 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 $1,742,400.00
   (2) Sum of all financing described in Paragraph 4 $
   (3) Sales price (sum of 3A(1) and 3A(2)) $1,742,400.00
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: River Oaks Properties LTD

Address: 5678 N Mesa St, El Paso, TX 79912-5425
Phone: (915)225-5709 E-mail: jpayne@riveroaksproperties.com
Fax: Other:

Buyer: Davis Street Corporation

Address: 7400 Viscount Blvd Ste 109, El Paso, TX 79925-4800
Phone: (915)934-2141 E-mail: ropez@bitoday.com
Fax: Other:

PROPERTY:

"Property" means that real property situated in El Paso County, Texas at North Zaragoza Road, El Paso, TX.

(address) and that is legally described on the attached Exhibit or as follows:

Approximately 10 acres of land, being a portion of Lot 1, Block 23, Lomas Del Este, City of El Paso, El Paso County, Texas

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 $1,742,400.00
2. Sum of all financing described in Paragraph 4 **$**
3. Sales price (sum of 3A(1) and 3A(2)) **$1,742,400.00**

(TAR-1802) 4-1-18

Initiated for Identification by Seller and Buyer

ETTIN & CO, The Corner Building, Suite 214, 111 North Mesa Street El Paso TX 79901
Phone 915.222.7401 Fax 915.222.3325

River Oaks - Devia

Page 1 of 14
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 contingent upon Buyer obtaining third party financing.
☒ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $________________________.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $________________________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ $25,000.00 as earnest money with WestStar Title ____________________________ (title company) at _______________________________________ (address) Travis Smith __________________ (closer).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

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

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.
6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
   X (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 __10__ 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 __30__ days after the effective date:

   X (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer $0________________________ (insert amount) of the cost of the survey at closing, if closing occurs.

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

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

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

   (1) Within __90__ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new
document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer’s actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination.

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

X (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ 2,500.00 that Seller will retain as independent consideration for Buyer’s unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional 12 days by depositing additional earnest money in the amount of $ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer’s expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller’s agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer’s inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller’s agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 30 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
☐ (d) copies of property tax statements for the Property for the previous 2 calendar years;
☒ (e) plats of the Property;
☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
☐ (g)

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

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

8. LEASES:

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

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker:

Agent: Jim Payne
Address:
Phone & Fax:
E-mail:
License No.:______________

Cooperating Broker:

Agent: Bryan Abraham
Address:
Phone & Fax:
E-mail:
License No.:______________

Principal Broker: (Check only one box)
☑ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

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

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

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

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

Principal Broker a total cash fee of: 3,000 % of the sales price.

Cooperating Broker a total cash fee of: 3,000 % of the sales price.

The cash fees will be paid in El Paso 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.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) [X] 60 days after the expiration of the feasibility period.
       (specific date).
   (2) 7 days after objections made under Paragraph 6C have been cured or waived.

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

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

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with 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.

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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)

A. Seller grants Buyer five (5) 30-day extensions of the Feasibility Period in Paragraph 7.B. for the sum of $5,000 deposited with the title company for each extension. These sums will be NON-REFUNDABLE but will be creditable toward the purchase price at closing.
B. At the end of the Initial Feasibility Period (90 days after the Effective Date), the non-refundable earnest money will be released to Seller by the title company.

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

[ ] 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. [X] 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).

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

(Describe any exceptions to (1) - (10) in Paragraph 13 or an addendum.)

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

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

[X] 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 survived termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

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River Oak.
22. AGREEMENT OF THE PARTIES:

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

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

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

D. Addenda which are part of this contract are: (Check all that apply.)
   (1) Property Description Exhibit identified in Paragraph 2;
   (2) Commercial Contract Financing Addendum (TAR-1931);
   (3) Commercial Property Condition Statement (TAR-1408);
   (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
   (5) Notice to Purchaser of Real Property in a Water District (MUD);
   (6) Addendum for Coastal Area Property (TAR-1915);
   (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
   (8) Information About Brokerage Services (TAR-2501);
   (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
   (10) ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

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

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

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

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Initiated for Identification by Seller [Signature] and Buyer [Signature]

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will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TAR-1915) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used).

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

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

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

I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder’s spouse, parent or child is a beneficiary, to notify other party in writing before entering into a contract of sale. Disclose if applicable: ________________________________

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on ___January 4, 2019___, 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:** River Oaks Properties, LP  
By: River Oaks Asset Management, Inc.  
Its: General Partner  
By: [Signature]  
Name: Adam Z. Frank, President

**Buyer:** Davis Street Corporation  
By:  
Name: [Signature]  
Printed Name: The J. Menck  
Title: President
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

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

$ ______________, or

_____ % of the sales price, or

_____ % of the Principal Broker's fee.

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

Principal Broker: ____________________________________________

Cooperating Broker: __________________________________________

By: ____________________________________________

By: ____________________________________________

ATTO ctORS

Seller's attorney: ____________________________________________

Buyer's attorney: ____________________________________________

Address: ____________________________________________

Address: ____________________________________________

Phone & Fax: ____________________________________________

Phone & Fax: ____________________________________________

E-mail: ____________________________________________

E-mail: ____________________________________________

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.

☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Buyer.

☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day January 8, 2019 (effective date);

☐ B. earnest money in the amount of $ 025,000.00 in the form of Earnest Money on January 8, 2019.

Title company: WestStar Title, LLC

Address: 641 N. Stanton

Phone & Fax: 915-747-4147

By: ________________

Assigned file number (GF#): ____________________________

E-mail: fsmith@weststar-title.com
Information About Brokerage Services

Texas law requires all real estate licensees 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 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 or 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:
  o that the owner will accept a price less than the written asking price;
  o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  o any coincidental information or any other information that a party specifically instructs the broker in writing to not 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 can assist the buyer but does not represent the buyer and must place 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.

JAMES THOMAS PAYNE
Licensed Broker/Broker Firm Name or Primary Assumed Business Name
Designated Broker of Firm
Licensed Supervisor of Sales Agent/Associate
Sales Agent/Associate's Name
Buyer/Tenant/Seller/Landlord Initials

39976
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JPAYNE@ROPELPASO.COM

(915)820-5555
(915)820-5555
(915)820-5555

License No.
License No.
License No.

Email
Email
Email

Phone
Phone
Phone

Date

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

IABS 1-0 Date

Jim Payne, CPA, CCIM, 1862 Ainslie Park Pl, El Paso, TX 79912
Phone: (915)232-6704 Fax: (915)232-7789
Jim Payne
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ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

This Addendum is intended to be attached to and incorporated into that certain Commercial Contract – Unimproved Property (the “Contract”) between River Oaks Properties, LTD. (the “Seller”) and Davis Street Corp (the “Buyer”).

The provisions of this Addendum are intended to be incorporated into the Contract as if originally set forth therein.

Property Sold "AS IS". Except as otherwise expressly provided, Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS AND WITH ALL FAULTS", subject only to the specific warranties expressly set forth in the Contract, if any. Without limiting the generality of the foregoing, Buyer agrees that Seller has not, does not, and will not, with respect to the Property, make any warranties or representations, express or implied or arising by operation of law, other than the warranty of title in Seller’s deed, including without limitation, any warranty of condition, merchantability, habitability, suitability, fitness for a particular use, profitability, or marketability. Moreover, Buyer agrees that Seller has not, does not, and will not, with respect to the Property, make any representation or warranty with regard to compliance with any environmental protection, health and safety, pollution, land use (including, without limitation, whether any plat or replat for this Property will be required), or other laws, rules, regulations, orders, or requirements including without limitation those pertaining to the handling, generating, trading, storing or disposing of any hazardous or regulated waste or substance. Without limitation on the foregoing, Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Buyer. The provisions of this paragraph may be included within the Deed to Buyer and shall survive Closing.

Waiver. Buyer has had and will have, pursuant to this Contract, an adequate opportunity to make such legal, factual, and other inquiries and investigations as it deems necessary or desirable with respect to the Property and Buyer hereby waives, releases, and discharges any claim Buyer has, or may have against Seller with respect to the condition of the Property.

Indemnity for Damage Caused During Buyer's Inspection. Buyer agrees to indemnify and hold Seller harmless from and against any liens, claims and damages, including without limitation any and all demands, actions or causes of action, assessments, losses, costs, liabilities, interest, penalties and reasonable attorneys' fees suffered or incurred by Seller as a result of Buyer's conduct of said inspections. The indemnity obligations under this section shall survive the Closing or termination of the Contract. After the expiration of the inspection period, the Earnest Money shall become nonrefundable in any event, except for Seller's breach.

Specific Performance Against Seller. Notwithstanding the foregoing, Seller shall not be required in connection with any specific performance action to: (a) change the condition
of the Property; (b) expend any money, post a bond, issue an indemnity or commence litigation to remove any title encumbrance or defect or to correct any matters shown on the survey of the Property; or (c) secure any permit, approval or consent with respect to the Property or Seller’s conveyance of the Property.

Existing Use Restriction. Buyer will be responsible for removing or amending any Protective Covenants that prevent the development, construction, ownership and operation of Buyer’s proposed multifamily project on the Property which can only be finalized post-closing. Buyer agrees to pay any cost and expense required in relation to the request for removal of Use Restrictions, including, but not limited to, filing fees, park fees and similar fees resulting from removal of the Use Restriction. Buyer’s payment obligation under this provision will survive Closing or termination of the Contract.

New Use Restriction. The Property will be restricted to multifamily residential use and office/warehouse use along with associated amenities only and for no other purpose without Seller’s written consent. Retail uses are prohibited other than sales from warehouse facilities as an integral part of their business not to exceed twenty percent (20%) of their total revenue. This provision will survive Closing and will be included in the Deed.

Architectural Review. Seller will have the right to review and request changes to the architectural design, provided that such review will be conducted in a timely manner, time being of the essence, in the design and construction of Buyer’s proposed project, and will be limited to exterior finishes and materials. Seller shall not have the right to request changes requiring Buyer to construct a project that does not conform to the standards for finishes and materials of similar projects recently constructed in the City of El Paso.

Entitlements Applicable to Property. Subject to the Entitlement Procedure, below, during the Feasibility Period, in addition to any inspections of the Property, Buyer shall have the right, at Buyer’s cost and in its sole discretion, to obtain any Entitlements and/or to satisfy any requirements necessary to allow the Property to be used for Buyer’s Intended Use. Subject to the Entitlement Procedure, below, Seller agrees to fully cooperate and to reasonably assist Buyer in obtaining any Entitlements and/or to satisfy any requirements necessary to allow the Property to be used for Buyer’s Intended Use, provided that Seller shall not be required to incur any expense to third parties.

Subdivision Plat/Approval and Recordation. Buyer’s obligations to close the purchase of the Property under this Contract are further expressly subject to and conditioned upon Buyer’s receipt, on or before the expiration of the Feasibility Period, of written confirmation of the City’s approval (the “Subdivision Approval”) of the subdivision plat of the Property (the “Subdivision Plat”) which will substantially conform to a site plan (the “Site Plan”) with terms and conditions, if any, acceptable to Buyer. As used herein, the term “Subdivision Approval” means (i) the execution of a Resolution by the City of El Paso Planning Commission approving the Site Plan, Rezoning and the Subdivision Plat; and (ii) the written approval of the City Engineer of the City of El Paso approving all subdivision improvement plans required for the Subdivision Plat to be recorded in the
Real Property Records of El Paso County, Texas. Seller agrees to allow Buyer to submit Buyer's Site Plan and the Subdivision Plat to the City in accordance with Buyer's approved plans and, subject to the Entitlement Procedure below, shall use commercially reasonable, diligent efforts to assist Buyer, in Seller's name, to pursue and obtain final Subdivision Approval prior to the expiration of the Feasibility Period. Buyer shall be responsible for all costs associated with the Site Plan, Subdivision Plat and Subdivision Approval including any traffic impact studies and improvements required by the City. Seller and Buyer shall each reasonably cooperate with the other in connection with such efforts. Subject to the Entitlement Procedure, in the event Buyer is unable to obtain Subdivision Approval prior to the expiration of the Feasibility Period, Buyer may terminate this Contract prior to the expiration of the Feasibility Period, in which event the Earnest Money shall be returned to Buyer, less any independent consideration, and neither party shall have any further obligations hereunder other than any liability or indemnity that by the express terms hereof survives any termination of this Contract.

Entitlement Procedure. Notwithstanding the foregoing, in connection with the Entitlements and Seller's cooperation and obligations, Seller will not be required to: (i) expend funds or pay any fees or expenses; (ii) encumber or restrict any other property owned or controlled by Seller; (iii) participate, directly or financially, in the construction of improvements either on site or off site; (iv) dedicate land either on or off site; (v) change or encumber the Property in any way which would be binding upon Seller or the Property in the event the closing does not take place or that would be binding upon, restrict or change the designation of other land owned or controlled by Seller.

Buyer agrees to diligently pursue the Entitlements required by Buyer. Buyer will copy Seller on any information and submittals related to the Entitlements. Buyer will provide Seller at least five (5) days written notice prior to the final hearing for approval of the Entitlements (the “Final Hearing Date”) along with a copy of the proposed documentation related to and submitted in relation to the Entitlements, including the proposed plat and related subdivision improvement plan and applicable grading and drainage plans (collectively the "Proposed Entitlement Documents"). Buyer may proceed to obtain final approval of the Entitlements based on the Proposed Entitlements Documents upon Closing and Funding.

Buyer acknowledges that Buyer is not authorized to rezone, plat, subdivide, encumber or subject the Property in any manner to any governmental requirement including, but not limited to the Entitlements (a “Property Condition Change”), prior to the Closing. In the event Buyer makes a Property Condition Change prior to Closing without the prior written consent of Seller, Buyer will be deemed to have delivered the Waiver Notice. Seller's cooperation and performance will not be considered prior written consent for purposes of this section. Buyer acknowledges that Seller may be damaged by a Property Condition Change, and notwithstanding anything in the Agreement to the contrary, (i) Seller may enforce specific performance under the Agreement and require the closing to occur under the terms of this Agreement or (ii) in the event the Closing and Funding do not occur on or before the Closing Date, upon written notice from Seller, Buyer agrees to withdraw any application for the Entitlements.
and does hereby consent to the withdrawal of such applications by the Seller or its representatives in the event the Closing does not occur by the Closing Date.

Buyer acknowledges that any restrictions, impositions or encumbrances arising out of the Entitlements will be deemed Permitted Encumbrances, to the extent the same are applicable to the Property. The terms of this Section shall survive Closing or termination of this Contract.

Easements. During the ninety (90) days following the Effective Date of the Contract (the “Easement Agreement Period”), the parties will agree upon the terms, including location, of certain access, storm water drainage and utility easements (the “Easements”) related to the future development and use of the Property and Seller’s adjacent property. In the event the parties have not agreed upon the Easements prior to the expiration of the Easement Agreement Period, either party may terminate this Agreement by written notice prior to the expiration of the Easement Agreement Period. Failure by either party to terminate the Agreement or agree on the Easements prior to expiration of the Easement Agreement Period will be a waiver of the requirement for Easements under this Section. Once agreed upon, the Easements will be appended hereto as Exhibit “B” in the form of each of such Easements. At Closing Seller and Buyer agree to execute and deliver each of the Easements in substantially the form set forth in Exhibit “B”, when attached.

Waiver of Consumer Rights. In consideration of Seller's agreement to sell the Property, Buyer represents that it is represented by legal counsel and that Buyer is not in a significantly disparate bargaining position. Buyer also states:

"I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER."

Notwithstanding any other provision of the Contract, Buyer may not assign the Contract unless the assignee signs a waiver in the form set forth above.

Buyer: DAVIS STREET CORP

Ike J. Monty, President

(Seller's signature on following page)
Agreed and accepted this 7th day of Jan., 2019

Seller: RIVER OAKS PROPERTIES, LTD.
By: River Oaks Asset Management, Inc.
Its: General Partner

By: [Signature]
Adam Z. Frank, President
THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY

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

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

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

Countersigned by:

Authorized Countersignature

Company Name

City, State

Matt Morris
President and CEO

Denise Carraux
Secretary
CONDITIONS AND STIPULATIONS

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

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

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

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

1-800-729-1902

ALSO
YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

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

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 475-1771

AVISOS IMPORTANTES

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NÚMERO GRATIS

1-800-729-1902

TAMBIÉN
PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

1-800-252-3439

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

TAMBIÉN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 475-1771
**TENAS TITLE INSURANCE INFORMATION**

<table>
<thead>
<tr>
<th>Title insurance insures you against loss resulting from certain risks to your title.</th>
<th>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</td>
</tr>
</tbody>
</table>

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

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

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Conditions do not apply to the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1932 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.
COMMITMENT FOR TITLE INSURANCE    T-7
ISSUED BY

STEWART TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date:  January 1, 2019, 5:00 pm
Commitment No. ______________________, issued January 14, 2019,

1. The policy or policies to be issued are:
   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $1,742,400.00
      PROPOSED INSURED: Villas at Augusta, Ltd

   b. TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

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

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

   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   RIVER OAKS PROPERTIES, LTD.
4. Legal description of land:
   A portion of Lot 1, Block 23, LOMAS DEL ESTE SUBDIVISION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file under Clerk's File No. 20130092950, Real Property Records, El Paso County, Texas being more particularly described by metes and bounds TO COME.
SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

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

   Restrictive Covenants filed February 8, 2006, under Clerk's File No. 20060011845, and filed July 14, 2006, under Clerk's File No. 20060066594 and under Clerk's File No. 20130092953, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

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 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

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

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

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

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

   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. Rights of parties in possession. (Owners Title Policy)

   c. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

   Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.
d. OWNER POLICY:

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to $__________. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(OWNER POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).
Continuation of Schedule B

f. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

g. 100 foot by 40 foot Private Drainage Easement and 20 foot EPWU-PSB Easement along the southeasterly boundary line shown on the recorded plat of said addition, under Clerk's File No. 20130092950, Real Property Records, El Paso County, Texas.

h. Easement to EL PASO ELECTRIC COMPANY in Volume 2956, Page 218, Real Property Records, El Paso County, Texas.

i. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved, or conveyed by predecessors in title to TXL OIL CORPORATION in Volume 1212, Page 143; and transferred to TEXACO, INC., in Volume 1667, Page 261, Real Property Records, El Paso County, Texas.

j. Title to all oil, gas and minerals of every kind and character not previously conveyed in, on or under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved, or conveyed by predecessors in title to T & P LAND TRUST in Volume 1203, Page 278, Real Property Records, El Paso County, Texas.

k. Terms, conditions and provisions of that certain Development Agreement by and between THE CITY OF EL PASO, EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, RANCHOS REAL IV, LTD. and RIVER OAKS PROPERTIES, LTD., dated January 31, 2006, under Clerk's No. 20060011845, Real Property Records, El Paso County, Texas.

l. Terms, conditions and stipulations to subject property being annexed, as cited in Ordinance No. 016388, dated June 27, 2006, under Clerk's File No. 20060066594, Real Property Records, El Paso County, Texas.
SCHEDULE C

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

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

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

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

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

5. Please be advised that there is a pending Suit filed on August 1, 2018, under Cause No. 2018DTX0637, styled, RIVER OAKS PROPERTIES, LTD. (Plaintiff) vs. EL PASO CENTRAL APPRAISAL DISTRICT ("Defendant").

6. NOTE: Company requires Metes and Bounds prior to closing.

7. NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 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. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)
8. NOTE: Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.

9. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.

10. NOTE: The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.

11. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of $100,000 be made by wire transfer. Contact your closing team for wiring instructions.

12. NOTE: Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 190020-COM Effective Date: January 1, 2019, 5:00 pm

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

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

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

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

       Stewart Information Services Corporation -100%

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

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

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

   a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

       Owners: WestStar Bank (Texas Banking Association)

   b. Each 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 of the Title Insurance Agent that will receive a portion of the premium are as follows:

       WestStar Bank Holding Company, Inc.

   c. The following persons are officers and directors of the Title Insurance Agent:

       WestStar Title, LLC

       Officers: Travis Joel Smith, Vice President / Commercial Escrow Manager

       Rodolfo Telles, Sr., Vice President, Title Examination Manager & Sr. Commercial Title Officer, On-Site Manager

       Rachel Samaniego Valles, Vice President / Branch Manager

       Gilberto Carreccn, Vice President / Escrow Administration & Escrow Accounting.
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

Owner's Policy $0.00
Loan Policy $0.00
Endorsement Charges $0.00
Other $0.00
Total $0.00

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

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

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

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

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

The arbitration provision in the Policy is as follows:

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

__________________________________________  ______________________
SIGNATURE                                          DATE
Stewart Title Guaranty Company Privacy Notice
Stewart Title Companies

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

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

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

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

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes — to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes— information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-6591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

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

SHARING PRACTICES

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

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

How do the Stewart Title Companies collect my personal information? | We collect your personal information, for example, when you

- request insurance-related services
- provide such information to us

We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.

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

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1860 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information
Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information We Collect
In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:
• To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
• To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates
WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products who obtain services or products that are to be used for personal family or household purposes.
Tab 13

Multiple Site Information Form

Not Applicable
This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Street Address**

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

*Only list if owner has owned <36 mos.*

**Seller Address**

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Only list if owner has owned <36 mos.*

<table>
<thead>
<tr>
<th>Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?</td>
<td></td>
</tr>
<tr>
<td>If yes above, describe relationship:</td>
<td></td>
</tr>
</tbody>
</table>

- **Contract includes more than one tract/lot. Address, legal description, and acreage are below.**
- **Address**
- **Abbreviated Legal**
- **Acres**

2

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Only list if owner has owned <36 mos.*

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<td></td>
<td></td>
</tr>
</tbody>
</table>

*Only list if owner has owned <36 mos.*

<table>
<thead>
<tr>
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<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>If yes above, describe relationship:</td>
<td></td>
</tr>
</tbody>
</table>

- **Contract includes more than one tract/lot. Address, legal description, and acreage are below.**
- **Address**
- **Abbreviated Legal**
- **Acres**

If a revised form is submitted, date of submission: 3/1/2019
Tab 14

Elected Officials
Elected Officials

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

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

[ ] No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

** US Representative

** 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.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Support Letter</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City Mayor</th>
<th>County Judge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

2/28/2019
Tab 15

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

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

No Pre-Application was submitted.

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

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

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

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

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax or Email</td>
<td></td>
</tr>
</tbody>
</table>
Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

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

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

Notifications made at Application:

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

☐ One or more persons holding a position or role described changed between the submission of the pre-application and the Application, and I (We) certify that the new person(s) was notified as required by 10 TAC §11.203.

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

Part 2. Notifications - Form and Content:

☐ 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 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

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

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

Part 3. Neighborhood Organizations (competitive HTC only):

☐ Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page

2/28/2019
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 20th day of February, 2019

Notary Public Signature
Tab 17

Development Narrative
Villas at Augusta is a proposed one hundred and four (104) unit multifamily affordable housing community situated on 6.14 acres. It is located at the Southwest corner of Augusta Drive and North Zaragosa Road, El Paso, El Paso County, Texas.

Villas at Augusta will be comprised of 1, 2, 3, and 4 bedroom units ranging from 781 square feet to 1426 square feet. Each individual unit will be equipped with microwave ovens, energy star appliances, and ceiling fixtures.

Villas at Augusta will consist of eleven (11) residential buildings.
5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.

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

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

Has this site/activity previously applied for TDHCA funds? 

Has this site/activity previously received TDHCA funds? 

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

Has this site/activity previously received non-TDHCA federal funding? 

If yes, source: 

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? 

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

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

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

If a revised form is submitted, date of submission: 

3/1/2019
Tab 18

Development Activities
## Development Activities I

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>104</td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>

- Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   **A. Unit Sizes**
   
   - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
   
<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>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 is not required to meet the size requirements above.

   **B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**

   - Application is a **Tax Exempt Bond Development** and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).
   
   - Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

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

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

   - Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).
   
   - Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

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

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

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

   **and**

   - Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

   - Yes

   Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

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

2/28/2019
Tab 19

Development Activities (Continued)
## Development Activities II

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

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

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

- Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).

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

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

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

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

* Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those same units for scoring points under §13.6(5). 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(5). Points claimed here will not appear on the Self Score tab.

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

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
  - Total Number of Units at 50% or less of AMGI
  - Number of 30% Units used to score points under §11.9(c)(2)*
  - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
  - Percentage used for calculation of eligible points under §11.9(c)(1)

* 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.

OR

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and
  - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
  - The Average Income for the proposed Development will be 54% or lower (16 points).
  - The Average Income for the proposed Development will be 55% or lower (14 points).
  - The Average Income for the proposed Development will be 56% or lower (12 points).
  - Development proposed in all other areas.
  - The Average Income for the proposed Development will be 55% or lower (16 points).
  - The Average Income for the proposed Development will be 56% or lower (14 points).
  - The Average Income for the proposed Development will be 57% or lower (12 points).

Application is seeking points for Income Levels of Residents.

Points Claimed: 16

2/28/2019
4. **Rent Levels of Residents (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.  
   - [x] 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

   Application is seeking points for Rent Levels of Residents.  
   Points Claimed: **11**

5. **Resident 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 §11.101(b)(7) and those services will be recorded in the Development’s LURA.

   - [ ] Supportive Housing Development proposed by a Qualified Nonprofit
   - [x] All other Developments.
   - [x] The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants.

   Application is seeking points for Income level of Tenants.  
   Points Claimed: **10**

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

   A. HTC and MFDL Applicants pursuing these points must try to score first under item B below by committing an Existing Development, and then under item C below by committing the proposed Development. Only if an HTC Applicant or Affiliate cannot meet the requirements of subparagraphs (B) or (C) may an HTC Application qualify for points under subparagraph (D). **MFDL Applications that are not layered with 2019 9% HTC cannot elect to score points under subparagraph (D).**

   B. [x] Applicant or Affiliate Owns or Controls an Existing Development that is included on the List of Qualified Existing Developments for Participation in the Section 811 PRA Program (See 10 TAC §8.3 and 10 TAC 8.4)

   **Existing Development Name:**  Whispering Sands  
   **TDHCA #:** 3374

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

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

   To establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that otherwise meets the criteria established by 10 TAC §11.9(c)(6)(B), the Application must include the information as described in clauses (i) – (iii) of that subparagraph in the Section 811 PRA Program Supplement Packet.

   The packet must be uploaded along with but separate from the Application.

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

   D. 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. 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)

Application is seeking points for Tenant Populations.

<table>
<thead>
<tr>
<th>Points Claimed</th>
<th>Item Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>Development is requesting Pre-Application Points.</td>
</tr>
<tr>
<td>6</td>
<td>Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>Development will maintain a 35 year Affordability Period.</td>
</tr>
<tr>
<td>2</td>
<td>Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td>Application requests points for Historic Preservation.</td>
</tr>
<tr>
<td>0</td>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
</tr>
<tr>
<td>1</td>
<td>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018.</td>
</tr>
</tbody>
</table>

2/28/2019
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, for a TDHCA approved Existing Development, or if authorized by TDHCA, for the 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, all marketing materials generated, including pictures and unit features, at the time the Owner Participation Agreement is signed and returned to TDHCA 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) understand, that even though the Owner or the Owner of the Existing Development will be required to execute an Owner Participation Agreement, TDHCA may never require the Development to execute a RAC and therefore the Development may not be required to serve Section 811 PRA tenants.

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 Development or the Development proposed in the Application 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, and expenses 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 its decision concerning this application involving Section 811 PRA funds or the use of information concerning the 811 PRA Program.
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 receive 811 PRA funds or until any issue of restitution is resolved.

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) will at all times indemnify and hold the TDHCA harmless against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, 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) have written below the name of the individual(s) 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(s) 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 TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is or will be in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for compliance deficiency resolution within the timeframes mandated by the Texas Administrative Code Rules at 10 TAC Chapters 1, 2, 8, 10, and 11, or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.
Federal Cross-Cutting Certifications

The Federal Cross-Cutting Certifications that apply to the Development identified to receive the 811 PRA assistance include but are not limited to:

**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.

**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 the Development identified to receive the 811 PRA assistance must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15, 10 TAC Chapter 8 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305.

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 income through the use of Enterprise Income Verification (EIV), pursuant to 24 CFR §§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;

(2) 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;

(3) 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;

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

(5) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, 10 TAC Chapters 1, 2, 8, 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 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, if applicable. 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 exclusively 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 may be 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 all unit vacancies until all Section 811 PRA units are occupied. I (We) certify that, after a RAC is executed, any available units of a type identified in the RAC 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 approved by TDHCA. TDHCA will consider lease addendums on a case by case basis and may opt to request approval from HUD. 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 Householder 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 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 or will be 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, and that requests for payment will be made from this System within 60 calendar days of a tenant’s initial move in date. 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 calendar days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant re-certifications 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

Ike J. Monty

Printed Name

President

Title

2-20-2019

Date

The State of Texas

§

§

COUNTY OF El Paso

§

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 20th day of February, 2019

(Seal)

CORINNE M. VONBERG
Notary Public Signature

Notary Public, State of Texas
Notary D 8366485
Tab 20

Acquisition and Rehabilitation Information

Not Applicable
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2019 Qualified Allocation Plan.

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

   - Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
   - Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
   - Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
   - Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
   - The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
   - The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
   - Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
   - Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

   **IN ADDITION, THE SUBSIDY OR BENEFIT IS SUBJECT TO THE FOLLOWING CONDITIONS (mark all that apply):**

   - The stipulation to maintain affordability in the contract granting the subsidy is nearing expiration (i.e. expiration will occur within two (2) calendar years of July 31, 2019). See §11.5(3)(E) and (F) of the 2019 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
   - The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2019), **AND** the mortgage is eligible for prepayment or has been prepaid.

   **PART B:** DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:

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

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

   - The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; **AND**
   - The Application proposes the same number of restricted units; **AND EITHER**

   2/28/2019
Tab 21

Occupied Rehabilitation Developments

Not Applicable
occupied developments

pursuant to §11.204(8)(g) of the QAP, for any application where any structure on the development site is occupied at any time after the beginning of the application acceptance period, even if demolition is proposed, the following items must be provided.

☐ historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the application acceptance period; or
☐ the two (2) most recent consecutive annual operating statement summaries; or
☐ the most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; or
☐ all monthly or annual operating summaries available.

and

☐ upload separately from the application, a rent roll not more than six (6) months old as of the first day of the application acceptance period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, unit mix, and tenant names or vacancy; and
☐ a written explanation of the process used to notify and consult with the tenants in preparing the application; (§2306.6705(6)); and
☐ if applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
☐ a relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

optional, but only available to developments with no direct loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the applicant attesting to that fact is submitted behind this tab.

uniform relocation act (URA) applicability for direct loan applications

NOTE: the department’s section 811 PRA program is designed such that HUD-determined URA generally does not apply.

☐ application includes a request for direct loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here:
https://www.tdhca.state.tx.us/program-services/ura/relocation.htm
(if not, you may skip the remainder of this section)

Each of the following items, as applicable, is provided behind this tab:

☐ identification of any business, nonprofit organization, or farm on the site (that is not owned or controlled by the Seller);

☐ dated general information notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this application, including verification of tenant receipt;
☐ dated voluntary acquisition notification to owner; and
☐ HUD relocation brochure issued to tenants that will be displaced (if known).

relocation certification for direct loan applications

the New construction, rehabilitation (including adaptive reuse), or demolition and reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

signature of applicant

Printed Name

Date

form continues

2/28/2019
Tab 22

Architectural Drawing Must be Submitted Behind this Tab

- Site Plan
- Building Floor Plans
- Unit Floor Plans
- Elevations for each building type
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK

Site Plan which:
- states the size of the site on its face;
- includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc;
- includes a table matrix specifying the square footage of Common Area space on a building by building basis;
- identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
- shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
- indicates the location and number of parking spaces, garages and carports, as applicable;
- indicates the location and number of accessible parking spaces, including van accessible spaces;
- includes information regarding local parking requirements, as applicable;
- indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
- indicates placement of detention/retention pond(s) or states there are no detention ponds;
- clearly delineates the flood plain boundary lines or states there is no floodplain;
- describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
- identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)).

Residential Building floor plans should include the following, building by building:
- separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
- location of accessible units (unless included on Site Plan).

Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
- spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
- spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

For Supportive Housing only, specification of space to be used for 75 sq ft/unit common space.

Unit floor plans for each type of Unit:
- must include the square footage of each type of Unit; and
- must include floor plans for the accessible Units.

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

Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
VILLAS AT AUGUSTA
SWC of Augusta Dr and N Zaragoza Rd, El Paso, TX 79938

TAX CREDIT APPLICATION

THESE DRAWINGS ARE PART OF A SET OF DOCUMENTS WHICH MAY BE ALTERED BY CHANGE ORDER OR ADDENDUM

FEBRUARY 26, 2019

LOCATION MAP

SHEET INDEX

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   A.000 COVER SHEET

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6. ARCHITECTURAL
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   A.116 CLUB HOUSE ROOF PLAN/ELEVATIONS

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

VILLAS AT AUGUSTA
80000 City of Hope, El Paso, TX 79905

G-000
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Per applicant - Accessible units are on 1st floor. - LC
Ingress and egress requirements

The site will have 3 access points. The site plan show 2 proposed driveways off Zaragoza Rd. and 1 proposed driveway off Augusta Dr. We recommend coordinating the location of the driveways with the Texas Department of Transportation.

Drainage and detention /retention requirements

Proposed Drainage

As of today, all storm water is to be retained on site. The site is included within the master drainage plan of the Lomas Del Este Subdivision. The Storm Water runoff will be collected in an existing inlet and be transported into the existing pond located just south of the site.

Required approvals

The site is already a portion of a legal subdivision. There will not be a need to subdivide.

A building permit has to be obtained from the City after their review. This process might take 21 working days plus or minus depending on the amount of details needed.

Other necessary fees

The City of El Paso Engineering and Construction Department has an established Building Permit process and also has a Customize Plan Review process to expedite the permit in cases where this is desired. The Building Permit Fee for the standard process will depend on the scope and value as follows:

For Structural repair work costing over five hundred dollars ($500.00) and less than fifteen thousand dollars ($15,000.00), all repair work, new work and remodeling with a valuation up to and not including fifteen thousand dollars and requiring plans and plan review, the fee shall be one hundred sixty dollars and forty-nine cents ($160.49) plus plan review fee and applicable technology fee.

For a valuation from fifteen thousand dollars and including one hundred thousand dollars, the fee shall be one hundred sixty-one dollars and twelve cents ($161.12) for the first fifteen thousand dollars plus eight dollars and forty-eight cents ($8.48) per thousand for each additional thousand or fraction thereof by which the valuation exceeds fifteen thousand dollars plus plan review fee and applicable technology fee.
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CONTRACT DOCUMENTS COORDINATION

VILLAS AT AUGUSTA

SWC of Augusta Dr and N Zaragoza Rd,
El Paso, TX 79938

Client Name

BUILDING A - ROOF PLAN

MARK DATE DESCRIPTION

0000

01 BUILDING A THIRD FLOOR

02 ROOF BUILDING A

BUILDING A - ROOF PLAN

A-104
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CONTRACT DOCUMENTS COORDINATION
ALL EXPOSED WALLS ARE 100% STUCCO

2-STEP STUCCO w/ ELASTOMERIC TROWEL FINISH (TYPICAL)

ROOF LINE BEHIND 1/2 : 1 SLOPE METAL ROOF

EXTERIOR MATERIAL COMPOSITION: 100% 3 COAT STUCCO FINISH SYSTEM, PAINTED.

ROOF TYPE: 3 PLY SBS ROOFING

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CONTRACT DOCUMENTS COORDINATION
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Building A - Exterior Elevations
T.O. PARAPET 35' - 6"

L1 0"

L2 10' - 6"

L3 21' - 0"

METAL ROOF (TYPICAL)

2-STEP STUCCO w/ ELASTOMERIC TROWEL FINISH (TYPICAL)

ALL EXPOSED WALLS ARE 100% STUCCO

STUCCO FINISH

EXTERIOR MATERIAL COMPOSITION:

100% 3-COAT STUCCO FINISH SYSTEM, PAINTED

ROOF TYPE: 3 PLY SBS ROOFING

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BUILDING AA EAST ELEVATION

BUILDING AA NORTH ELEVATION

BUILDING AA SOUTH ELEVATION

BUILDING AA WEST ELEVATION

VILLAS AT AUGUSTA

Client Name

SWC of Augusta Dr and N Zaragoza Rd,
El Paso, TX 79938

BUILDING AA - EXTERIOR ELEVATIONS

BUILDING A-202

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CONTRACT DOCUMENTS COORDINATION
ALL EXPOSED WALLS ARE 100% STUCCO

2-STEP STUCCO w/ ELASTOMERIC TROWEL FINISH (TYPICAL)

ROOF LINE BEHIND 1/2 : 1 SLOPE

METAL ROOF (TYPICAL)

STUCCO FINISH

EXTERIOR MATERIAL COMPOSITION:
100% 3 COAT STUCCO FINISH SYSTEM, PAINTED.

ROOF TYPE: 3 PLY SBS ROOFING
All exposed walls are 100% stucco.

2-step stucco with elastomeric trowel finish (typical).

Roof line behind parapet wall.

Metal roof (typical).

Exterior material composition: 100% 3 coat stucco finish system, painted.

Roof type: 3 ply SBS roofing.

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Contract Documents Coordination

Sheet Title

Consultants

Owner

Not for regulatory approval, permitting, or construction.
Tab 23

Specifications and Building/Unit Type Configuration
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

#### 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
- Free Paid Elevators
- # of Elevators
- Wt. Capacity

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

<table>
<thead>
<tr>
<th>Building Configurations</th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>104</td>
<td></td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td></td>
<td>124</td>
</tr>
<tr>
<td>Uncovered Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>Ceiling Height</th>
<th>% Ceramic Tile</th>
<th>Upper Floor(s) Ceiling Height (Townhome Only)</th>
<th>% Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>8'</td>
<td></td>
<td></td>
<td>Describe:</td>
</tr>
</tbody>
</table>

#### Unit Types and Configurations

<table>
<thead>
<tr>
<th>Unit Type</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></td>
<td>2</td>
<td>12</td>
<td>9,372</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>12</td>
<td>42,460</td>
</tr>
<tr>
<td>2</td>
<td>12</td>
<td>44</td>
<td>51,876</td>
</tr>
<tr>
<td>3</td>
<td>18</td>
<td>44</td>
<td>5,704</td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

#### Totals

<table>
<thead>
<tr>
<th></th>
<th>2</th>
<th>12</th>
<th>8</th>
<th>18</th>
<th>14</th>
<th>12</th>
<th>4</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total # of Units</td>
<td>36</td>
<td>18</td>
<td>14</td>
<td>12</td>
<td>4</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Sq Ft for Unit Type</td>
<td>104</td>
<td>109,412</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Net Rentable Square Footage from Rent Schedule

- **109,412**

#### 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: **7,800**
- The lesser of these two numbers added to NRA: **109,412**

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

**109,412**

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

**3/1/2019**
### Specifications and Amenities (check all that apply)

- **Building Configuration (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
  - Wt. Capacity

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

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>104</td>
<td></td>
</tr>
</tbody>
</table>

- **Shed or Flat Roof Carport Spaces**
- **Detached Garage Spaces**
- **Attached Garage Spaces**
- **Uncovered Spaces**
- **Structured Parking Garage Spaces**

#### Floor Composition/Wall Height:

- **100% Carpet/Vinyl/Resilient Flooring**
- **8' Ceiling Height**
- **6% Ceramic Tile**
- **Upper Floor(s) Ceiling Height (Townhome Only)**
- **% Other**

Describe: ________________

#### Supporting 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: ________________

---

### Net Renter Square Footage from Rent Schedule

**109,412**

---

**6/25/2019**
Tab 23a

Accessible Mobility Units Calculation
Accessible Mobility Units Calculation

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

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

1. Distributed throughout the Unit types AND the Development; and

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

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

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>104</td>
<td>5%</td>
<td>5.2</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>1bed/1bath</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2bed/1bath</td>
<td>44</td>
<td>5%</td>
<td>2.2</td>
<td>2.2</td>
<td>3</td>
</tr>
<tr>
<td>3bed/2bath</td>
<td>44</td>
<td>5%</td>
<td>2.2</td>
<td>2.2</td>
<td>3</td>
</tr>
<tr>
<td>4bed/2bath</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>104</td>
<td>5%</td>
<td>5.2</td>
<td>6.4</td>
<td>8</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806 sq)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sq &amp; 1008)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sq &amp; 1615)</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>
<td>0</td>
<td>0</td>
<td>0</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: ________________________________  Printed Name: ________________________________

Signature: __________________________  Date: 2/26/19  Firm Name (If applicable): ________________________________
Tab 23b

Accessible Hearing/Visual Units Calculation
# Accessible Hearing/Visual Units Calculation

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

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

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

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

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>104</td>
<td>2%</td>
<td>2.08</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>1bed/1bath</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2bed/1bath</td>
<td>44</td>
<td>2%</td>
<td>0.88</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3bed/2bath</td>
<td>44</td>
<td>2%</td>
<td>0.88</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>4bed/2bath</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>104</td>
<td>2.08</td>
<td>4</td>
<td>4</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></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: [Signature]
Date: 2/26/2009

Printed Name: [Name]
Firm Name: [Firm]
Tab 23c

Accessible Parking Calculation for Residential Units
### Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APS). This worksheet is intended to handle typical ADA cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be suitable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two. "Distribution of APS Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, beauty, elevator, playground, etc.), collectively, "amenities").


### Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. APSs groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each group. In the yellow spaces to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group that the APS serves</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Office / community building</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Playground</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APSs:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

| Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: | 2 |

### Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, leaving surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might or might not be useful for other cases.

Enter the information indicated below.

- **Total dwelling units in the Development:** 154
- **Total surface parking spaces:** 124
- **Total garages:** 104
- **Total parking spaces of all types:** 278
  - APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 6
  - APSs required in excess of one per mobility accessible unit: 1
  - Total APSs required (including dwelling units and facilities/amenities): 18

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

#### Distribution of APSs Among the Various Types of Parking

- **Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:** 3
- **Minimum number of garages that must be APSs:** 3
- **Number of garages that must be APSs:** 0

#### APSs that Must Be Van Spaces

- **Total Van APSs required, including all types of spaces:** 3
  - Minimum number of surface parking spaces that must be VAN APSs: 0
  - Minimum number of garages that must be VAN APSs: 0
  - Minimum number of Van spaces that must be APSs: 3

By signing below, (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 28 CFR part 36, Appendix A. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 units of accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking spaces provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Date: 2/26/19

[Signature]

Frieda Delrin
Wright & Delrin Architects, Inc.
Accessible Parking Calculation
Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


### Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Office / community building</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Playground</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Gathering areas</td>
<td>4</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 6
# Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

**Enter the information indicated below.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>104</td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>123</td>
</tr>
<tr>
<td>Total carports:</td>
<td>104</td>
</tr>
<tr>
<td>Total garages:</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td>227</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>6</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>221</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>6</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>117</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>3</td>
</tr>
</tbody>
</table>

**Total APSs required (including dwelling units and facilities/amenities):**

<table>
<thead>
<tr>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
</tr>
</tbody>
</table>

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

## Distribution of APSs Among the Various Types of Parking

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>3</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td>12</td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

**APSs that Must Be Van Spaces**

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Van APSs required, including all types of spaces:</td>
<td>3</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>1</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs:</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>0</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 parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

**Signature**

Frederic Dalbin

**Date:**

6/24/19

**Printed Name**

Wright & Dalbin Architects, Inc.

**Firm Name (if applicable)**
Tab 24

Rent Schedule
# Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

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

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

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>1</td>
<td>1.0</td>
<td>781</td>
<td>3,905</td>
<td>318</td>
<td>71</td>
<td>247</td>
<td>1,235</td>
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<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>781</td>
<td>3,124</td>
<td>530</td>
<td>71</td>
<td>459</td>
<td>1,836</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>781</td>
<td>2,343</td>
<td>636</td>
<td>71</td>
<td>565</td>
<td>1,695</td>
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<tr>
<td>TC 30%</td>
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<td></td>
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<td></td>
<td>5</td>
<td>2</td>
<td>1.0</td>
<td>965</td>
<td>4,825</td>
<td>381</td>
<td>83</td>
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<td>1,490</td>
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<td>13</td>
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<td>1.0</td>
<td>963</td>
<td>12,545</td>
<td>636</td>
<td>83</td>
<td>553</td>
<td>7,189</td>
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<td>26</td>
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<td>1.0</td>
<td>965</td>
<td>25,090</td>
<td>763</td>
<td>83</td>
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<td>17,680</td>
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<tr>
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<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1,179</td>
<td>5,704</td>
<td>984</td>
<td>115</td>
<td>869</td>
<td>3,476</td>
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<tr>
<td>TC 50%</td>
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<td>3</td>
<td>2.0</td>
<td>1,179</td>
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<td>2.0</td>
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<td>5,704</td>
<td>984</td>
<td>115</td>
<td>869</td>
<td>3,476</td>
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### Number of Bedrooms

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<thead>
<tr>
<th>AMFI %</th>
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<tbody>
<tr>
<td>20</td>
<td>$198</td>
<td>$212</td>
<td>$254</td>
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<td>30</td>
<td>$297</td>
<td>$318</td>
<td>$381</td>
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<td>40</td>
<td>$396</td>
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<td>$509</td>
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<td>$636</td>
<td>$763</td>
<td>$882</td>
<td>$984</td>
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</table>

### Additional Calculations

- Non Rental Income: $12.00 per unit/month for Late & NSF fees
- Non Rental Income: $3.00 per unit/month for Application fees, Vending
- Non Rental Income: $0.00 per unit/month

\[ \text{Late & NSF fees} = 1,248 \]
\[ \text{Application fees, Vending} = 312 \]

\[ \text{TOTAL NONRENTAL INCOME} = 1,560 \]

\[ \text{POTENTIAL GROSS MONTHLY INCOME} = 69,584 \]

- Provision for Vacancy & Collection Loss: % of Potential Gross Income: 7.50% (5,219)
- Rental Concessions (enter as a negative number): Enter as a negative value

\[ \text{EFFECTIVE GROSS MONTHLY INCOME} = 64,365 \]
\[ \text{x 12 = EFFECTIVE GROSS ANNUAL INCOME} = 772,382 \]

If a revised form is submitted, date of submission: 2/28/2019
<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
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<tr>
<td>TC20%</td>
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<td>TC30%</td>
<td>11%</td>
<td>11</td>
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<tr>
<td>TC40%</td>
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<td>TC50%</td>
<td>20%</td>
<td>20</td>
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<td>TC60%</td>
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<td>TC70%</td>
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<tr>
<td>MRB20%</td>
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<td>MRB30%</td>
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<tr>
<td>MR Total</td>
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<td>HTF LI Total</td>
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<tr>
<td>MR</td>
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<td>HTF Total</td>
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<tr>
<td>MORTGAGE</td>
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<td></td>
</tr>
<tr>
<td>REVENUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOND</td>
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<tr>
<td>MR840%</td>
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<td>MR850%</td>
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<td>MR860%</td>
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<th>% of Total</th>
</tr>
</thead>
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<td>0</td>
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<tbody>
<tr>
<td>DIRECT LOAN</td>
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</table>

<table>
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<th>% of Total</th>
</tr>
</thead>
<tbody>
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<tr>
<td>HH/60%</td>
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<tr>
<td>HH/80%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
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<td>Direct Loan LI Total</td>
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<td>EO</td>
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</tr>
<tr>
<td>Direct Loan Total</td>
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</tr>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
<td>Total OT Units</td>
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<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>ACQUISITION + HARD</td>
<td>$108.29</td>
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<td>Cost Per Sq Ft</td>
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<tr>
<td>Cost Per Sq Ft</td>
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**NOTE:** DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
Tab 25

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

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

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<tr>
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<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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</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$9</td>
<td>$9</td>
<td>$10</td>
<td>$12</td>
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<td>HACEP UA 9/1/2018</td>
</tr>
<tr>
<td>Cooking</td>
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<td>Natural Gas</td>
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<td>$2</td>
<td>$3</td>
<td>$4</td>
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<td>HACEP UA 9/1/2018</td>
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<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Natural Gas</td>
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<td>HACEP UA 9/1/2018</td>
</tr>
<tr>
<td>Air Conditioning</td>
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<td>$11</td>
<td>$15</td>
<td>$20</td>
<td>$24</td>
<td></td>
<td>HACEP UA 9/1/2018</td>
</tr>
<tr>
<td>Water Heater</td>
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<td>Natural Gas</td>
<td>$4</td>
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<td>$7</td>
<td>$9</td>
<td></td>
<td>HACEP UA 9/1/2018</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
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<td></td>
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<tr>
<td>Flat Fee</td>
<td>Tenant</td>
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<td>$9</td>
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<td>HACEP UA 9/1/2018</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td>Natural Gas</td>
<td>$18</td>
<td>$18</td>
<td>$18</td>
<td>$18</td>
<td></td>
<td>HACEP UA 9/1/2018</td>
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<tr>
<td>Total Paid by Tenant</td>
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<td>$-</td>
<td>$71.0</td>
<td>$83.0</td>
<td>$99.0</td>
<td>$115.0</td>
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</table>

Other (Describe)

If a revised form is submitted, date of submission: 2/28/2019
## Allowances for Tenant-Furnished Utilities and Other Services

**Locality:** Housing Authority of the City of El Paso, TX  
**Unit Type:** Apartment  
**Date (mm/dd/yyyy):** 01/01/18

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<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
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<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
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<tbody>
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<td><strong>Energy Efficient</strong></td>
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<td>Heating</td>
<td></td>
<td></td>
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<tr>
<td>a. Natural Gas</td>
<td>$7.00</td>
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<td>$12.00</td>
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<tr>
<td>b. Bottle Gas/Propane</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$9.00</td>
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<td>$13.00</td>
<td>$16.00</td>
<td>$19.00</td>
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<td>$15.00</td>
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<tr>
<td>e. Oil / Other</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
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<tr>
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<td>$2.00</td>
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<td>b. Bottle Gas/Propane</td>
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<tr>
<td>c. Electric</td>
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<td>$9.00</td>
<td>$11.00</td>
<td>$13.00</td>
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<tr>
<td>Other Electric (Lights &amp; Appliances)</td>
<td>$15.00</td>
<td>$18.00</td>
<td>$25.00</td>
<td>$32.00</td>
<td>$39.00</td>
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<tr>
<td>a. Natural Gas</td>
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<td>$10.00</td>
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<tr>
<td>b. Bottle Gas/Propane</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>c. Electric</td>
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<td>$20.00</td>
<td>$23.00</td>
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</tr>
<tr>
<td>d. Oil / Other</td>
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<td></td>
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<tr>
<td>Water</td>
<td>$17.00</td>
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<td>$23.00</td>
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<td>$34.00</td>
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<tr>
<td>Sewer</td>
<td>$18.00</td>
<td>$19.00</td>
<td>$22.00</td>
<td>$25.00</td>
<td>$28.00</td>
<td>$31.00</td>
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</tr>
<tr>
<td>Trash Collection</td>
<td>$25.00</td>
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<td>$25.00</td>
<td>$25.00</td>
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<tr>
<td>Range / Microwave Tenant-supplied</td>
<td>$11.00</td>
<td>$11.00</td>
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<td>$11.00</td>
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</tr>
<tr>
<td>Refrigerator Tenant-supplied</td>
<td>$12.00</td>
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<td>$12.00</td>
<td>$12.00</td>
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<tr>
<td>Other-- Electric Charge $8.56</td>
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<td>$9.00</td>
<td>$9.00</td>
<td>$9.00</td>
<td>$9.00</td>
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<tr>
<td>specify: Gas Charge $18.23</td>
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<td>$18.00</td>
<td>$18.00</td>
<td>$18.00</td>
<td>$18.00</td>
<td>$18.00</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

### Actual Family Allowances

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

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>per month cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>$</td>
</tr>
<tr>
<td>Cooking</td>
<td>$</td>
</tr>
<tr>
<td>Other Electric</td>
<td>$</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$</td>
</tr>
<tr>
<td>Water Heating</td>
<td>$</td>
</tr>
<tr>
<td>Name of Family</td>
<td>$</td>
</tr>
<tr>
<td>Address of Unit</td>
<td>$</td>
</tr>
<tr>
<td>Number of Bedrooms</td>
<td>$</td>
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</table>

---

The Nelrod Company 2/2018 Update
Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$7,400</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,560</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,560</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$2,288</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$4,160</td>
</tr>
<tr>
<td>Telephone</td>
<td>$5,200</td>
</tr>
<tr>
<td>Other (Property Management Software/Consulting)</td>
<td>$5,200</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$27,368</strong></td>
</tr>
</tbody>
</table>

### Management Fee

- Percent of Effective Gross Income: 5.00%
- **$38,619**

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$55,120</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$45,240</td>
</tr>
<tr>
<td>Other (Payroll taxes &amp; benefits)</td>
<td>$21,678</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$122,038</strong></td>
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</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$0</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$4,160</td>
</tr>
<tr>
<td>Grounds</td>
<td>$12,480</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$12,480</td>
</tr>
<tr>
<td>Repairs</td>
<td>$15,080</td>
</tr>
<tr>
<td>Pool</td>
<td>$2,600</td>
</tr>
<tr>
<td>Other (Other)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$46,800</strong></td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric (TDHCA database)</td>
<td>$19,760</td>
</tr>
<tr>
<td>Natural gas (TDHCA database)</td>
<td>$3,120</td>
</tr>
<tr>
<td>Trash (TDHCA database)</td>
<td>$10,400</td>
</tr>
<tr>
<td>Water/Sewer (TDHCA database)</td>
<td>$36,400</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$69,680</strong></td>
</tr>
</tbody>
</table>

### Property Taxes

- Published Capitalization Rate: 9.00%
- Source: EPCAD
- Annual Property Taxes: $62,400
- Payments in Lieu of Taxes: $0
- **Total Property Taxes:** $62,400

### Reserve for Replacements

- Annual reserves per unit: $300
- **$31,200**

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$0</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$4,160</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$0</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$0</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
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<tr>
<td>Security</td>
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</tr>
<tr>
<td>Other (describe)</td>
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</tr>
<tr>
<td>Other (describe)</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$4,160</td>
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</tbody>
</table>

### TOTAL ANNUAL EXPENSES

- Expense per unit: $4138
- **$430,345**

### NET OPERATING INCOME (before debt service)

- **$342,037**

### Annual Debt Service

- **Sterling Bank = $4,280,000**
- **$275,812**

### TOTAL ANNUAL DEBT SERVICE

- Debt Coverage Ratio: 1.24
- **$275,812**

### NET CASH FLOW

- **$66,225**

---

If a revised form is submitted, date of submission: 2/28/2019
Tab 27

15 Year Rental Housing Operation Proforma
### INCOME

<table>
<thead>
<tr>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME $816,288</td>
<td>$832,614</td>
<td>$849,266</td>
<td>$866,251</td>
<td>$883,576</td>
<td>$975,540</td>
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<tr>
<td>Secondary Income</td>
<td>$18,720</td>
<td>$19,094</td>
<td>$19,476</td>
<td>$19,866</td>
<td>$20,263</td>
<td>$22,372</td>
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<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$851,708</td>
<td>$868,742</td>
<td>$886,117</td>
<td>$903,840</td>
<td>$977,812</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($62,626)</td>
<td>($63,878)</td>
<td>($65,156)</td>
<td>($66,459)</td>
<td>($67,788)</td>
<td>($74,843)</td>
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<td>Rental Concessions</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$772,382</td>
<td>$787,830</td>
<td>$803,587</td>
<td>$819,658</td>
<td>$836,052</td>
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### EXPENSES

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<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$27,368</td>
<td>$28,189</td>
<td>$29,035</td>
<td>$29,906</td>
<td>$30,803</td>
<td>$35,709</td>
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<td>Management Fee</td>
<td>$38,619</td>
<td>$39,391</td>
<td>$40,179</td>
<td>$40,983</td>
<td>$41,802</td>
<td>$46,153</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$46,800</td>
<td>$48,204</td>
<td>$49,650</td>
<td>$51,140</td>
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<td>$61,063</td>
</tr>
<tr>
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<td>$22,880</td>
<td>$23,566</td>
<td>$24,273</td>
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<td>$29,853</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$48,204</td>
<td>$49,650</td>
<td>$51,140</td>
<td>$52,674</td>
<td>$61,063</td>
</tr>
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<td>$28,080</td>
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<td>$29,790</td>
<td>$30,684</td>
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<td>Property Tax</td>
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<td>$66,200</td>
<td>$68,186</td>
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<td>Reserve for Replacements</td>
<td>$31,200</td>
<td>$32,136</td>
<td>$33,100</td>
<td>$34,093</td>
<td>$35,116</td>
<td>$40,709</td>
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<tr>
<td>Other Expenses</td>
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<td>$1,413</td>
<td>$1,546</td>
<td>$1,682</td>
<td>$2,428</td>
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<td>TOTAL ANNUAL EXPENSES</td>
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<td>$455,761</td>
<td>$469,032</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$342,037</td>
<td>$344,961</td>
<td>$347,825</td>
<td>$350,626</td>
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<td>$365,802</td>
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### DEBT SERVICE

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<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
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<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
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<td>$275,812</td>
<td>$275,812</td>
<td>$275,812</td>
<td>$275,812</td>
<td>$275,812</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
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<td></td>
<td></td>
<td></td>
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</table>
| Third Deed of Trust Annual Loan Payment | $

### ANNUAL NET CASH FLOW

<table>
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<tr>
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<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>$66,225</td>
<td>$69,149</td>
<td>$72,013</td>
<td>$74,814</td>
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<td>$66,225</td>
<td>$135,374</td>
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### CUMULATIVE NET CASH FLOW

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<th>Year</th>
<th>Year</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>1.24</td>
<td>1.25</td>
<td>1.26</td>
<td>1.27</td>
<td>1.28</td>
<td>1.33</td>
</tr>
</tbody>
</table>

By signing below I (we) am 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)

Phone: __________________________ Email: __________________________

Printed Name __________________________ Date: __________________________

Signature, Authorized Representative, Construction or Permanent Lender

Phone: __________________________ Email: __________________________

Printed Name __________________________ Date: __________________________

Signature, Authorized Representative, Syndicator

Phone: __________________________ Email: __________________________

Printed Name __________________________ Date: __________________________

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

3/1/2019
Tab 28

Offsite Cost Breakdown
**Off-Site Cost Breakdown**

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site concrete - Sidewalks</td>
<td>$ 30.00</td>
<td>1375</td>
<td>$ 41,250.00</td>
<td></td>
<td></td>
<td>$ 41,250</td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>$ 27,000.00</td>
<td>2</td>
<td>$ 54,000.00</td>
<td></td>
<td></td>
<td>$ 54,000</td>
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<tr>
<td>Extended Water Line</td>
<td>$ 100.00</td>
<td>600</td>
<td>$ 60,000.00</td>
<td></td>
<td></td>
<td>$ 60,000</td>
</tr>
<tr>
<td>Deceleration Lanes</td>
<td>$ 40,000.00</td>
<td>2</td>
<td>$ 80,000.00</td>
<td></td>
<td></td>
<td>$ 80,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>235,250</td>
</tr>
</tbody>
</table>

This is an opinion of cost and is subject to changes. It is not based on a full design package.

Georges Halloul
Printed Name
02-26-2019

Signature of Registered Engineer responsible for Budget Justification

Seal
George S. Halloul, PE

If a revised form is submitted, date of submission: F-1902
Tab 29

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>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>Rough grading</td>
<td>$336,200.00</td>
<td>1</td>
<td>$336,200.00</td>
<td></td>
<td>$336,200</td>
<td>$336,200</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$30,200.00</td>
<td>1</td>
<td>$30,200.00</td>
<td></td>
<td>$30,200</td>
<td>$30,200</td>
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<tr>
<td>On-site concrete</td>
<td>$273,600.00</td>
<td>1</td>
<td>$273,600.00</td>
<td></td>
<td>$273,600</td>
<td>$273,600</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$249,400.00</td>
<td>1</td>
<td>$249,400.00</td>
<td></td>
<td>$249,400</td>
<td>$249,400</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$317,000.00</td>
<td>1</td>
<td>$317,000.00</td>
<td></td>
<td>$317,000</td>
<td>$317,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$20,800.00</td>
<td>1</td>
<td>$20,800.00</td>
<td></td>
<td>$20,800</td>
<td>$20,800</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,227,200</td>
</tr>
</tbody>
</table>

**Signature of Registered Engineer**

Georges Halloul  
F-1902

Printed Name

Date 02-26-2019

Seal

**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.**
Tab 30

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

### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Cost</th>
<th>Eligible Basis (If Applicable)</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,070,704</td>
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<td></td>
</tr>
<tr>
<td>Existing building</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>acquisition cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>legal fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition</strong></td>
<td>$1,070,704</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>41,250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>54,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extended Water Line</td>
<td>60,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deceleration Lanes</td>
<td>80,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites</strong></td>
<td>$235,250</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Demolition Only)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>336,200</td>
<td>336,200</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>30,200</td>
<td>30,200</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>273,600</td>
<td>273,600</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>249,400</td>
<td>249,400</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td>317,000</td>
<td>317,000</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping</td>
<td>20,800</td>
<td>20,800</td>
<td></td>
</tr>
<tr>
<td>&amp; signs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work</strong></td>
<td>$1,227,200</td>
<td>$0</td>
<td>$1,227,200</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>187,200</td>
<td>187,200</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td>104,000</td>
<td>104,000</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s),</td>
<td>72,800</td>
<td>72,800</td>
<td></td>
</tr>
<tr>
<td>playground(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>312,000</td>
<td>312,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>footnote 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site</strong></td>
<td>$676,000</td>
<td>$0</td>
<td>$676,000</td>
</tr>
</tbody>
</table>

**Development Cost Schedule**

**Total Cost**: $10,295/unit

3/1/2019
## BUILDING COSTS*

<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>572,000</td>
<td>572,000</td>
</tr>
<tr>
<td>Masonry</td>
<td>124,800</td>
<td>124,800</td>
</tr>
<tr>
<td>Metals</td>
<td>1,622,400</td>
<td>1,622,400</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>135,200</td>
<td>135,200</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>234,000</td>
<td>234,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>260,000</td>
<td>260,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>124,800</td>
<td>124,800</td>
</tr>
<tr>
<td>Equipment</td>
<td>312,000</td>
<td>312,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>338,000</td>
<td>338,000</td>
</tr>
<tr>
<td>Special Construction</td>
<td>332,800</td>
<td>332,800</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>1,164,800</td>
<td>1,164,800</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>676,000</td>
<td>676,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>676,000</td>
<td>676,000</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>301,600</td>
<td>301,600</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>130,000</td>
<td>130,000</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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

#### Subtotal Building Costs
- Before 11.9(e)(2) $7,810,400
- After 11.9(e)(2) $0
- Total $7,810,400

### Voluntary Eligible Building Costs (After 11.9(e)(2))^*
- $71.39 psf
- $7,810,400

### TOTAL BUILDING COSTS & SITE WORK
- Before 11.9(e)(2) $9,713,600
- After 11.9(e)(2) $0
- Total $9,713,600

### Contingency 7.00%
- Before 11.9(e)(2) $696,420
- After 11.9(e)(2) $679,952
- Total

### TOTAL HARD COSTS

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>638,716</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>212,905</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>6.00%</td>
<td>638,716</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>638,716</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**
- Before 11.9(e)(2) $1,490,337
- After 11.9(e)(2) $0
- Total $1,490,337

**TOTAL CONSTRUCTION CONTRACT**
- Before 11.9(e)(2) $12,135,607
- After 11.9(e)(2) $0
- Total $12,135,607

### Voluntary Eligible “Hard Costs” (After 11.9(e)(2))^*
- $0.00 psf
- $0

### TOTAL BUILDING COSTS & SITE WORK
- Before 11.9(e)(2) $9,713,600
- After 11.9(e)(2) $0
- Total $9,713,600

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

### Voluntary Eligible “Hard Costs” (After 11.9(e)(2))^*
- $0.00 psf
- $0

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

---

3/1/2019
## SOFT COSTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Subtotal Soft Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>332,800</td>
<td></td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>332,800</td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td>39,000</td>
<td></td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>39,000</td>
<td></td>
</tr>
<tr>
<td>Accounting fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Impact Fees</td>
<td>70,720</td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>52,000</td>
<td></td>
</tr>
<tr>
<td>Appraisal</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>Market analysis</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Environmental assessment</td>
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</tr>
<tr>
<td>Soils report</td>
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<tr>
<td>Survey</td>
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<tr>
<td>Marketing</td>
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<td></td>
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<tr>
<td>Hazard &amp; liability insurance</td>
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<tr>
<td>Real property taxes</td>
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<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
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<th>Category</th>
<th>Subtotal Soft Cost</th>
<th>Notes</th>
</tr>
</thead>
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<td>Interest</td>
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<tr>
<td>Loan origination fees</td>
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<tr>
<td>Title &amp; recording fees</td>
<td>88,400</td>
<td>88,400</td>
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<tr>
<td>Closing costs &amp; legal fees</td>
<td>39,000</td>
<td>39,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>36,000</td>
<td>36,000</td>
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<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Category</th>
<th>Subtotal Soft Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>42,800</td>
<td>25,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</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>Lender app &amp; conversion fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Completion &amp; Stabilization Deposits</td>
<td>299,600</td>
<td></td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Category</th>
<th>Subtotal Soft Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>63,870</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></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>50,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,796,870</td>
</tr>
</tbody>
</table>

DEVELOPER FEES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$2,070,600</td>
</tr>
</tbody>
</table>

RESERVES

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>80,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>220,000</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$300,000</td>
</tr>
</tbody>
</table>

**Any existing reserve amounts should be listed on the Schedule of Sources.**

TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,796,870</td>
</tr>
<tr>
<td><strong>Total Developer Fees</strong></td>
<td>$2,070,600</td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$300,000</td>
</tr>
<tr>
<td><strong>TOTAL HOUSING DEVELOPMENT COSTS</strong></td>
<td>$18,081,101</td>
</tr>
</tbody>
</table>

Deduct From Basis:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal grants used to finance costs in Eligible Basis</td>
<td></td>
</tr>
<tr>
<td>Non-qualified non-recourse financing</td>
<td></td>
</tr>
<tr>
<td>Non-qualified portion of higher quality units §42(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Historic Credits (residential portion only)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td>$0</td>
</tr>
<tr>
<td>**<strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$20,256,560</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>9.00%</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$1,823,090</td>
</tr>
<tr>
<td><strong>Credit Request (from 17.Development Narrative)</strong></td>
<td>$1,500,000</td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)** 12

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND! Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.

Name of contact for Cost Estimate: Keith Puhlman
Phone Number for Contact: [915] 494-3537
If a revised form is submitted, date of submission: 3/1/2019
Tab 31

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

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Sterling Bank</strong></td>
<td>Conventional Loan</td>
<td>$12,920,000</td>
<td>6.00%</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Completion &amp; Stabilization Deposits</strong></td>
<td></td>
<td>$ 299,600</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Affordable Equity Partners, Inc</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$ 2,699,730</td>
<td>$ 13,498,650</td>
<td>0.9</td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$11.9(d)(2) LPS Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment Builders, Inc</td>
<td></td>
<td>$1,660,000</td>
<td>$ 2,851</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources of Funds</strong></td>
<td></td>
<td>$17,279,730</td>
<td></td>
<td>$18,081,101</td>
<td></td>
</tr>
<tr>
<td><strong>Total Uses of Funds</strong></td>
<td></td>
<td>$18,081,101</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

See attached narrative.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

See attached narrative.

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.

See attached narrative.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

[Signature]

Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone: (314) 571-6170

Email address: Philip.Minden@sterbank.com

If a revised form is submitted, date of submission:

VA-19MFUniformApp-190225 clean copy 2/25/2019

31. Schedule of Sources
2019 Financing Narrative for Villas at Augusta - Schedule of Sources

Financing for the project will be provided by the following funding sources:

(A) Construction Loan from Sterling Bank.
(B) Permanent Loan from Sterling Bank.
(C) Completion and Stabilization Deposits required by permanent lender.
(D) Local Political Subdivision funding from the City of El Paso.
(E) Third Party Equity from Affordable Equity Partners, Inc.
(F) Deferred Developer Fee from the project Developer.

Description of funding sources:

(A) Construction phase funding will consist of a conventional variable rate full recourse construction loan for the amount of $12,920,000 for a term of 24 months. Funds will be drawn from this loan as needed at closing on or about 02/01/2020 and continuing monthly to construction completion 18 months later on or about 07/31/2021. Monthly interest only payments will be calculated on the drawn balance at an annual variable rate based on the 30 Day LIBOR plus 300 basis points (currently 2.48% plus 3.00% for a 5.48% total rate) with a floor of 6.00%. We are projecting an average rate of 6.00% annually. Additional construction phase funds will be provided from contributions of 20% of the total tax credit equity (described in item E) as well as the deferral of a portion of the developer fee earned during the construction phase. The construction loan will be paid off with proceeds from the permanent loan described below as well as tax credit equity contributed at project stabilization.

(B) Once the project has stabilized on or about 11/30/2020, permanent financing will be provided by a conventional non-recourse loan under the Freddie Mac Affordable Housing Loan Program in the amount of $4,280,000 at an estimated annual fixed rate of 5.50% based on the 10 Year U.S. Treasury Yield (currently 2.66% but projected to be 3.00% at time of commitment) plus an estimated spread of 250 basis points. Principal and interest payments will be due monthly based on a 35 year amortization period. The loan term will be 15 years and a balloon payment will be paid at maturity from refinancing proceeds.

(C) In compliance with the Freddie Mac Affordable Housing Loan Program, the borrower is required to make a 5% Completion Deposit and a 2% Stabilization Deposit at partnership closing on or about 02/01/2020. The deposits are based on the permanent loan amount and $214,000 will be released at completion and $85,600 will be released at stabilization. The total of $299,600 is shown on both the Schedule of Sources and the Development Cost Schedule.

(D) Local Political Subdivision funding will be provided by the City of El Paso in the form of a waiver of at least $500 of construction permit fees at the beginning of construction on or about 02/01/2019. The amount of $500 has been deducted from “building permits” under Soft Costs on the Development Cost Schedule and is not shown separately on the Schedule of Sources.

(E) Additional construction and permanent funding of $13,498,650 will be provided by LIHTC syndication proceeds contributed at various stages of project completion. The proceeds are based on a price of $0.90 per credit for 99.99% of the requested annual tax credit allocation of $1,500,000 for 10 years.

(F) Finally, the owner will defer a portion of the developer fee (less than 50% of the total fee) to provide the balance of the amount necessary to fund the project. The deferred fee will be fully paid from the operating cash flow of the project during the initial 15 year compliance period.
2019 Financing Narrative for Villas at Augusta - Schedule of Sources

Financing for the project will be provided by the following funding sources:

(A) Construction Loan from Sterling Bank.
(B) Permanent Loan from Sterling Bank.
(C) Completion and Stabilization Deposits required by permanent lender.
(D) Third Party Equity from Affordable Equity Partners, Inc.
(E) Deferred Developer Fee from the project Developer.

Description of funding sources:

(A) Construction phase funding will consist of a conventional variable rate full recourse construction loan for the amount of $12,920,000 for a term of 24 months. Funds will be drawn from this loan as needed at closing on or about 02/01/2020 and continuing monthly to construction completion 18 months later on or about 07/31/2021. Monthly interest only payments will be calculated on the drawn balance at an annual variable rate based on the 30 Day LIBOR plus 300 basis points (currently 2.48% plus 3.00% for a 5.48% total rate) with a floor of 6.00%. We are projecting an average rate of 6.00% annually. Additional construction phase funds will be provided from contributions of 20% of the total tax credit equity (described in item E) as well as the deferral of a portion of the developer fee earned during the construction phase. The construction loan will be paid off with proceeds from the permanent loan described below as well as tax credit equity contributed at project stabilization.

(B) Once the project has stabilized on or about 11/30/2020, permanent financing will be provided by a conventional non-recourse loan under the Freddie Mac Affordable Housing Loan Program in the amount of $4,280,000 at an estimated annual fixed rate of 5.50% based on the 10 Year U.S. Treasury Yield (currently 2.66% but projected to be 3.00% at time of commitment) plus an estimated spread of 250 basis points. Principal and interest payments will be due monthly based on a 35 year amortization period. The loan term will be 15 years and a balloon payment will be paid at maturity from refinancing proceeds.

(C) In compliance with the Freddie Mac Affordable Housing Loan Program, the borrower is required to make a 5% Completion Deposit and a 2% Stabilization Deposit at partnership closing on or about 02/01/2020. The deposits are based on the permanent loan amount and $214,000 will be released at completion and $85,600 will be released at stabilization. The total of $299,600 is shown on both the Schedule of Sources and the Development Cost Schedule.

(D) Additional construction and permanent funding of $13,498,650 will be provided by LIHTC syndication proceeds contributed at various stages of project completion. The proceeds are based on a price of $0.90 per credit for 99.99% of the requested annual tax credit allocation of $1,500,000 for 10 years.

(E) Finally, the owner will defer a portion of the developer fee (less than 50% of the total fee) to provide the balance of the amount necessary to fund the project. The deferred fee will be fully paid from the operating cash flow of the project during the initial 15 year compliance period.
Description of the Replacement Reserves:

The General Partner shall establish and maintain the Replacement Reserve to provide for improvements, replacements and any other contingencies of the Partnership as required by the Lenders and/or any Agency. Commencing on the Construction Completion Date, the General Partner shall cause the Partnership to deposit into the Replacement Reserve Account from its Gross Operating Revenues, the amount of $300 per unit per year, funded in twelve (12) equal monthly payments. The required amount shall be adjusted upward each year, commencing the year after the Completion Date, by three percent (3%). Following the 5th year of the Compliance Period, and every five (5) years thereafter, the Limited Partner shall have the right to require a physical needs assessment for the Apartment Complex, which may result in adjustments to the Replacement Reserve. Except in the case of an emergency expenditure necessary to protect the safety of the tenants or structural repairs required to maintain the integrity of the Apartment Complex, withdrawals and expenditures from the Replacement Reserve shall be made only with the Consent of the Limited Partner and are subject to any written approval which may be required by any Lender or Agency. If the terms of any Loan impose more strict requirements regarding the funding and/or use of Replacement Reserve funds, such more strict requirements shall apply.

Description of the Operating Income:

Gross Operating Revenues will be derived from actual monthly collections from the customary operations of the Apartment Complex, including, but not limited to, any and all of the following: (i) rent paid by tenants; (ii) public subsidy payments from tenant based housing vouchers which are actually paid during such period; (iii) late charges and NSF fees paid by tenants; (iv) rents and receipts from vending machines; (v) cable television and telephone revenues; (vi) earnings on the Replacement Reserve, Operating Reserve or other reserves, accounts and investments of the Partnership; (vii) tenant security deposits forfeited by tenants or applied against amounts due from tenants; and (viii) application fees received from prospective residents. There is no project based assistance or operating subsidy included in operating income.
Tab 32

Financial Capacity and Construction Oversight (HOME Applications Only)

Not Applicable
Financial Capacity (10 TAC §13.8(c)(6))

except for Developments also financed through the USDA §515 program, the Application **MUST** include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; **OR**
- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(7))

If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner **MUST** provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §11.304 which results in total repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §11.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner’s bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Match Funds (Multifamily Direct Loan Applications Only) [§13.2(8)]

Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

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

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>

2/28/2019
Tab 34

Finance Scoring
## Finance Scoring (for Competitive HTC Applications ONLY)

### Self Score Total: 106

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

Name of the Local Political Subdivision providing the funding:
- NA

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.
- NA

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.
- NA

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:** 0

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligible Pro-Forma and letter stating the Development is financially feasible.</td>
<td>0</td>
</tr>
<tr>
<td>Eligible Pro-Forma and letter stating Development and Principals are acceptable.</td>
<td>18</td>
</tr>
</tbody>
</table>

**Total Points Claimed:** 18

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>10.58%</td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>8.30%</td>
</tr>
</tbody>
</table>

**Eligibility for points:**

- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding
  - 0
- Housing Tax Credit Request
  - 3
- Housing Tax Credit Request
  - 2
- Housing Tax Credit Request
  - 1

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

**Total Points Claimed:** 3
Tab 35

Supporting Documents

- Executed Pro Forma
- Letter from lender regarding approval
- Evidence of Permanent and Construction Financing
- Evidence of Owner Contributions
- Evidence of Equity Financing
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)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- [NA] Evidence of any Gap Financing, terms included
- [x] Evidence of any Owner Contributions, with financial support if required
- [x] Evidence of Equity Financing (HTC applications only)
- [NA] Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.

- [ ] Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- [NA] Evidence of Rental Assistance/Subsidy
# 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>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$816,288</td>
<td>$832,614</td>
<td>$849,764</td>
<td>$866,781</td>
<td>$883,576</td>
<td>$975,540</td>
<td>$1,077,075</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$18,720</td>
<td>$19,946</td>
<td>$19,467</td>
<td>$19,866</td>
<td>$20,283</td>
<td>$22,232</td>
<td>$24,701</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$835,008</td>
<td>$851,760</td>
<td>$869,231</td>
<td>$886,647</td>
<td>$903,859</td>
<td>$997,712</td>
<td>$1,010,775</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$6,624</td>
<td>$6,678</td>
<td>$6,678</td>
<td>$6,678</td>
<td>$6,678</td>
<td>$6,678</td>
<td>$6,678</td>
</tr>
<tr>
<td>Effective Gross Annual Income</td>
<td>$822,382</td>
<td>$845,082</td>
<td>$852,553</td>
<td>$869,969</td>
<td>$887,181</td>
<td>$981,034</td>
<td>$994,097</td>
</tr>
<tr>
<td>EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; Administrative Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td>$27,168</td>
<td>$28,185</td>
<td>$29,035</td>
<td>$29,906</td>
<td>$30,803</td>
<td>$35,709</td>
<td>$41,607</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$38,675</td>
<td>$39,859</td>
<td>$40,679</td>
<td>$40,883</td>
<td>$41,802</td>
<td>$46,153</td>
<td>$50,957</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$42,400</td>
<td>$43,660</td>
<td>$44,990</td>
<td>$46,250</td>
<td>$47,550</td>
<td>$53,250</td>
<td>$59,150</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$23,880</td>
<td>$25,066</td>
<td>$26,206</td>
<td>$26,206</td>
<td>$26,206</td>
<td>$26,206</td>
<td>$26,206</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$46,600</td>
<td>$48,904</td>
<td>$51,104</td>
<td>$53,354</td>
<td>$55,654</td>
<td>$62,054</td>
<td>$68,504</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$20,600</td>
<td>$21,902</td>
<td>$23,202</td>
<td>$24,502</td>
<td>$25,802</td>
<td>$30,252</td>
<td>$35,802</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$62,200</td>
<td>$64,600</td>
<td>$67,000</td>
<td>$69,400</td>
<td>$71,800</td>
<td>$78,200</td>
<td>$84,800</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$31,200</td>
<td>$32,902</td>
<td>$34,602</td>
<td>$36,302</td>
<td>$37,902</td>
<td>$43,402</td>
<td>$48,902</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$4,160</td>
<td>$4,285</td>
<td>$4,413</td>
<td>$4,546</td>
<td>$4,682</td>
<td>$5,265</td>
<td>$5,848</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$430,345</td>
<td>$442,869</td>
<td>$455,761</td>
<td>$469,032</td>
<td>$482,694</td>
<td>$557,267</td>
<td>$643,478</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$342,037</td>
<td>$344,561</td>
<td>$347,785</td>
<td>$350,826</td>
<td>$353,358</td>
<td>$395,577</td>
<td>$450,598</td>
</tr>
</tbody>
</table>

| DEBT SERVICE | | | | | | | |
| First Deed of Trust Annual Loan Payment | $275,812 | $275,812 | $275,812 | $275,812 | $275,812 | $275,812 | $275,812 |
| Second Deed of Trust Annual Loan Payment | | | | | | | |
| Third Deed of Trust Annual Loan Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| Other Annual Required Payment | | | | | | | |
| ANNUAL NET CASH FLOW | $56,225 | $69,169 | $72,013 | $74,814 | $77,546 | $89,990 | $99,855 |
| CUMULATIVE NET CASH FLOW | $156,225 | $135,374 | $207,888 | $282,022 | $359,748 | $778,587 | $1,253,192 |
| Debt Coverage Ratio | 1.24 | 1.23 | 1.26 | 1.27 | 1.28 | 1.33 | 1.36 |
| Other (Describe) | | | | | | | |
| Other (Describe) | | | | | | | |

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Phone: 914-751-7610
Email: philip.m.miraben@tcarterbank.com

Printed Name: Philip M. Miraben
Date: 2/25/2019

Printed Name: Brian Kimes
Date: 2/25/19

If a revised form is submitted, date of submission:

VA-19MFUniformApp-19022S clean copy 2/25/2019

1

27. Pro Forma
February 25, 2019

Ike Monty
Investment Builders, Inc.
7400 Viscount, Suite 109
El Paso, TX 79925

Re: Villas at Augusta, a 104 unit affordable housing development to be located in El Paso, El Paso County Texas, and developed, constructed, owned and operated by a to be formed Texas limited partnership (the “Partnership”), in compliance with Section 42 of the Internal Revenue Code of 1986 (“IRC”)

Dear Mr. Monty:

The attached 15-year pro forma was prepared by Investment Builders, Inc. for Villas at Augusta located in El Paso, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on AEP’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Investment Builders, Inc. and its Principals. At this time, AEP has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Sincerely,

Brian H. Kimes
Vice President
Affordable Equity Partners
February 25, 2019

Mr. Ike Monty
Investment Builders, Inc.
7400 Viscount, Suite 109
El Paso, TX 79925

RE: Villas at Augusta
104 LIHTC Units
El Paso, El Paso County, Texas

Dear Mr. Monty:

Sterling Bank has accepted your request for credit on the above captioned subject to the following terms and conditions:

Construction Bridge Loan Proposal:

Amount: Up to $12,920,000.00

Type: Construction Draw

Term: Not to exceed 24 months

Repayment: Monthly interest on the then outstanding principal; Balance at maturity.

Rate: 6.00%

Origination Fee: 1.00%

Commitment Fee: N/A

Security: Subject to Program or Agency

A) Assignment of Borrower’s interest in the limited partnership, including but not limited to capital contributions
B) Assignment of General Partner interest in the limited partnership
C) First Deed of Trust with Assignment of Rents on the subject property and improvements to be constructed thereon, legal description to govern
Perm Loan Proposal

Amount: Up to $4,280,000.00

Type: 35-Year Amortization

Term: 15 Years

Repayment: Monthly principal & interest payments.

Rate: 5.50% fixed

Origination Fee: 1.00% of loan amount

Commitment Fee: N/A

Security: First Deed of Trust with Assignment of Rents on the subject property and improvements to be constructed thereon, legal description to govern.

Borrower: Villas at Augusta, Ltd.

General Partner: Investment Builders, Inc.

Guarantors: TBD

Insurance: Borrower agrees to maintain insurance coverage on the collateral securing this loan in an amount and form satisfactory to Sterling Bank. Said policy shall include an endorsement acceptable to and naming the Bank.

Title Insurance: Borrower shall provide to bank a title insurance policy on the property in an amount and form satisfactory to Sterling Bank. The Bank shall be named in the title policy and the policy shall contain no exceptions not previously approved by the Bank, which in Sterling Bank's opinion shall be considered detrimental to the Bank.

Closing Documents: All closing documents are subject to review and approval of Sterling Bank and its attorney's.

Escrow Disbursement: All funds shall be disbursed in a form and manner acceptable to Sterling Bank.
Advances Under this proposed Agreement are subject to:

1) Credit and economic conditions being acceptable to the Bank on an ongoing basis.
2) Borrower's observance of all requirements stated in this proposal.
3) Borrower's compliance with the provisions of all applicable program loan documents now or hereafter in effect between the Bank, federal and/or state agencies, and borrower.
4) Borrower's compliance with and any and all provisions, rules and/or regulations of applicable Federal and/or State Housing Program(s).

Other Conditions:

A) This proposal is non-assignable
B) Full and complete adherence with any and all applicable state and/or federal agencies program rules, regulations and/or requirements.
C) Applicable Credits are syndicated to a company and price acceptable to Sterling Bank: Investment Limited Partner enters Limited Partnership with capital contributions and terms acceptable to Bank
D) Borrower agrees from time to time, upon written request of the Bank to provide current financial statements and current copies of recent Federal income tax returns.
E) Guarantor(s) agree to provide the same financial information as listed above upon written request of Sterling Bank.
F) Subject to Board or Loan Committee Final Approval.
G) Deposit of all project-related reserve accounts at Sterling Bank.
H) Appraisal no greater than 12 months old required prior to close of financing—values to include as-is, as completed and as stabilized with both market-rate and restricted rents.
I) A Phase I environmental review will be required prior to close of financing.
J) Affirmative and negative covenants applicable to the Borrower and which are customary and typical of this transaction will be required.
K) Representations and warranties of Borrower which are customary and typical of this transaction will be required.

Closing Costs: All closing costs, including but not limited to: insurance, flood letter, recording fees, title insurance, survey and attorney fees, if any, shall be paid by borrower in advance or at closing.

This proposal supersedes all prior agreements, conversations and understandings relating to the subject matter hereof. Oral agreements or commitments to loan money, extend credit, or forbear from enforcing repayment of a debt, are not enforceable. The proposal contained herein is the complete and exclusive agreement between the borrower and the Bank. Any change in terms or conditions subsequent to this proposal must be in writing, signed by an officer of the Bank and acknowledged in writing by the borrower. Sterling Bank reserves the right to withdraw this availability if any of the terms and conditions stated herein is not fulfilled.
This proposal does not constitute and shall not be constructed as a formal commitment to lend or provide financing, and it remains in the bank's sole discretion to lend or provide financing with these terms or others.

This proposal expires December 31, 2019, unless extended by the Bank in writing.

Sincerely,

[Signature]

Philip M. Minden
Executive Vice President
By signing below and returning one signed copy of this proposal, you hereby accept the above terms and conditions.

Accepted this ___21___th day of ___February___, 2019

For: Villas at Augusta, Ltd.

By: Investment Builders, Inc.

By: [Signature]

Ike Monty, President
June 25, 2019

Mr. Ike Monty  
Investment Builders, Inc.  
7400 Viscount, Suite 109  
El Paso, TX 79925

RE: Villas at Augustia  
104 LIHTC Units  
El Paso, El Paso County, Texas

Dear Mr. Monty:

Sterling Bank has accepted your request for credit on the above captioned subject to the following terms and conditions:

**Construction Bridge Loan Proposal:**

- **Amount:** Up to $12,920,000.00
- **Type:** Construction Draw
- **Term:** Not to exceed 24 months
- **Repayment:** Monthly interest on the then outstanding principal; Balance at maturity.
- **Rate:** 6.00%
- **Origination Fee:** 1.00%
- **Commitment Fee:** N/A
- **Security:** Subject to Program or Agency

A) Assignment of Borrower’s interest in the limited partnership, including but not limited to capital contributions
B) Assignment of General Partner interest in the limited partnership.
C) First Deed of Trust with Assignment of Rents on the subject property and improvements to be constructed thereon, legal description to govern
Perm Loan Proposal

Amount: Up to $4,280,000.00

Type: 35-Year Amortization

Term: 15 Years

Repayment: Monthly principal & interest payments.

Rate: 5.50% fixed

Origination Fee: 1.00% of loan amount

Commitment Fee: N/A

Security: First Deed of Trust with Assignment of Rents on the subject property and improvements to be constructed thereon, legal description to govern.

Borrower: Villas at Augusta, Ltd.

General Partner: Investment Builders, Inc.

Guarantors: TBD

Insurance: Borrower agrees to maintain insurance coverage on the collateral securing this loan in an amount and form satisfactory to Sterling Bank. Said policy shall include an endorsement acceptable to and naming the Bank.

Title Insurance: Borrower shall provide to bank a title insurance policy on the property in an amount and form satisfactory to Sterling Bank. The Bank shall be named in the title policy and the policy shall contain no exceptions not previously approved by the Bank, which in Sterling Bank’s opinion shall be considered detrimental to the Bank.

Closing Documents: All closing documents are subject to review and approval of Sterling Bank and its attorney’s.

Escrow Disbursement: All funds shall be disbursed in a form and manner acceptable to Sterling Bank.
Advances Under this proposed Agreement are subject to:

1) Credit and economic conditions being acceptable to the Bank on an ongoing basis.
2) Borrower’s observance of all requirements state in this proposal.
3) Borrower’s compliance with the provisions of all applicable program loan documents now or hereafter in effect between the Bank, federal and/or state agencies, and borrower.
4) Borrower’s compliance with and any and all provisions, rules and/or regulations of applicable Federal and/or State Housing Program(s).

Other Conditions:

A) This proposal is non-assignable
B) Full and complete adherence with any and all applicable state and/or federal agencies program rules, regulations and/or requirements.
C) Applicable Credits are syndicated to a company and price acceptable to Sterling Bank: Investment Limited Partner enters Limited Partnership with capital contributions and terms acceptable to Bank
D) Borrower agrees from time to time, upon written request of the Bank to provide current financial statements and current copies of recent Federal income tax returns.
E) Guarantor(s) agree to provide the same financial information as listed above upon written request of Sterling Bank.
F) Subject to Board or Loan Committee Final Approval.
G) Deposit of all project-related reserve accounts at Sterling Bank.
H) Appraisal no greater than 12 months old required prior to close of financing – values to include as-is, as completed and as stabilized with both market-rate and restricted rents.
I) A Phase I environmental review will be required prior to close of financing.
J) Affirmative and negative covenants applicable to the Borrower and which are customary and typical of this transaction will be required.
K) Representations and warranties of Borrower which are customary and typical of this transaction will be required.

Closing Costs: All closing costs, including but not limited to: insurance, flood letter, recording fees, title insurance, survey and attorney fees, if any, shall be paid by borrower in advance or at closing.

This proposal supersedes all prior agreements, conversations and understandings relating to the subject matter hereof. Oral agreements or commitments to loan money, extend credit, or forbear from enforcing repayment of a debt, are not enforceable. The proposal contained herein is the complete and exclusive agreement between the borrower and the Bank. Any change in terms or conditions subsequent to this proposal must be in writing, signed by an officer of the Bank and acknowledged in writing by the borrower. Sterling Bank reserves the right to withdraw this availability if any of the terms and conditions stated herein is not fulfilled.
This proposal does not constitute and shall not be constructed as a formal commitment to lend or provide financing, and it remains in the bank's sole discretion to lend or provide financing with these terms or others.

This proposal expires December 31, 2019, unless extended by the Bank in writing.

I have received and reviewed the 15-year pro forma for Villas at Augusta located in El Paso, Texas. The attached pro forma, which has been prepared and executed by an authorized representative of Sterling Bank projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower.

The attached pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to Sterling Bank's due diligence review.

Additionally, Sterling Bank has performed a preliminary review of the credit worthiness of Villas at Augusta, Ltd., and its principals, Investment Builders, Inc. and Ike Monty. At this time, Sterling Bank has no reservations with any of the Principals of the borrower.

Sincerely,

Philip M. Minden
Executive Vice President
By signing below and returning one signed copy of this proposal, you hereby accept the above terms and conditions.

Accepted this __________ day of ________________, 2019

For:   Villas at Augusta, Ltd.

By:     Investment Builders, Inc.

By:     ____________________________
        Ike Monty, President
February 28, 2019

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
P O Box 13941  
Austin, TX 78711

Re: Application #19120 Villa at Augusta

Dear Ms. Holloway:

Villas at Augusta, Ltd., as the Owner-Applicant and Investment Builders, Inc., as the Developer, are aware of and hereby acknowledge that $2,851.00 of the Developer Fee owed to Investment Builders, Inc. for the Villas at Augusta development shall be deferred.

The terms of the deferred developer fee shall be: a 15-year term and loaned at zero percent (0%) interest. Payments shall be repaid from available cash flow with the balance due at the end of the term.

Yours truly,

Villa at Augusta, Ltd.  
By: Investment Builders, Inc.  
Its: General Partner  
By:  
Ike J. Monty

Investment Builders, Inc.  
By: Ike J. Monty  
Its: President  
By:  
Ike J. Monty
February 25, 2019

Mr. Ike Monty
Villas at Augusta, Ltd.
7400 Viscount Blvd
El Paso, TX 79925-4800

Re: Equity Commitment Concerning Acquisition by Affordable Equity Partners, Inc. of Federal Low Income Housing Tax Credits through Limited Partner Interest in Villas at Augusta, Ltd.

Dear Mr. Monty:

We are pleased to present the following terms and conditions relating to the Limited Partnership equity investment by subsidiaries of Affordable Equity Partners, Inc. ("AEP") in the subject Low Income Housing Tax Credit Project.

Please be advised that this letter merely represents a proposal of terms and conditions under which AEP would seek approval. Any such transaction is subject to, among other things, review and approval by AEP’s Investment Committee, its attorneys, accountants, and other appropriate parties, as well as subject to appropriate legal documentation signed by all parties. No such approval has been obtained or submitted. Please be further advised that even if such approval is obtained, it may be conditional on additional terms and conditions and/or be significantly different from the terms and conditions discussed in this letter.

Project: Villas at Augusta, located in El Paso, El Paso County, TX, containing 104 units. Anticipated Annual Federal Tax Credit Reservation of $1,500,000.

Partnership: The name of the partnership is Villas at Augusta, Ltd. (the "Partnership"), a Texas limited partnership, licensed to transact business in the State of Texas.

Ownership Structure:

General Partner – Investment Builders, Inc. – 0.01%

Federal LP - Affordable Equity Partners, Inc., or its designee – 99.98%
Special Limited Partner - Affordable Equity Partners, Inc., or its designee – 0.01%

Federal Tax Credits and Net Profits and Losses will be allocated to the partners according to the above percentages.

LP’s Capital Contribution: The Limited Partners will make a Capital Contribution in the amount of $0.90 per Federal Tax Credit Dollar available to the Federal Limited Partner over 10 years (100% of total).

Tax Credit Adjuster: The Partnership Agreement and other documents will provide for adjustments
to the Federal LP Capital Contribution upon the issuance of 8609's. Should the actual amount of tax credits allocated and earned be less than projected in the Project proformas, then the Capital Contribution will be adjusted downward by an amount equal to the product of (x) the difference between the projected credit and the actual credit earned and (y) $0.90 for federal credits. Should the actual amount of tax credits allocated and earned be more than projected in the Project proformas, then the Capital Contribution will be adjusted upward by an amount equal to the product of (x) the difference between the projected credit and the actual credit allocated and earned and (y) $0.90 for federal credits.

There will also be a late delivery adjustor for any fiscal year during the projected credit period equal to the product of (x) the difference between the actual amount of tax credits allocated and earned for such fiscal year is less than the projected credit amount for such fiscal year in the Project proformas and (y) $1.00 for federal credits; provided however, the lease up schedule and credit delivery schedule will be agreed upon prior to partnership closing and subject to the approval by the Federal LP.

Conditions Precedent Partnership:

Land Control, Title Policy, and Survey Review, Entitlements, Tax Credit Allocation and Carryover (if applicable), Completed Plans and Specifications (if applicable) by a qualified Architect registered in the state of the project, Construction/Renovation Budget, Phase I Environmental Report, Operating Pro-Forma, Construction Loan Commitment (if any), Permanent Loan Commitment, Commitment of Subsidies (if any) – all subject to investor's due diligence.

Pay-In Schedule:

All Cash, expected to equal $13,498,650 equity pay-ins as follows:

Admission Installment: [10%] upon closing of the Partnership Agreement admitting AEP or its affiliates as a limited partner

Second Installment: [10%] upon the latest of funding of all prior installments, and 50% Construction Completion as certified by the Architect

Third Installment: [76.82%] upon the latest of funding of all prior installments and:

- a. Certificate of Occupancy on all units and community building
- b. Certificate of Completion from the Project Architect
- c. Updated title Insurance Policy
- d. Draft Cost Certification
- e. All Final Lien Waivers

Fourth Installment: [2.68%], upon the latest of funding of all prior installments and:

- a. Permanent loan closing/conversion (if applicable)
- b. Copies of all initial tenant files
- c. Cost Certification by Project Accountant
- d. Rental Achievement to be determined at partnership closing
- e. 100% Qualified Occupancy Certified by the Accountants

Fifth Installment: [0.50%], upon the latest of funding of all prior
Transaction Expenses: The Limited Partner will pay its own legal expenses in the formulation of the Amended and Restated Partnership Agreement. The General Partner may have legal expenses relating to the Partnership that may be paid from the total available sources of the Project. Lender may separately require borrower to pay for third-party engineering and environmental review expenses that may be paid from the total available sources of the Project.

Operating Reserve: Concurrent with and funded by the Third Installment, an Operating Reserve will be funded. No further withdrawals shall be made from the Operating Reserve until the end of the Operating Deficit Guaranty period, without the prior written approval of Limited Partners and Lender. Such Reserve will be held through the 15th year after “Certificate of Occupancy” for use by the Partnership. At this time, the minimum Operating Reserve to be funded is $220,000.

Deferred Development Fee: The deferred development fee will be the negative difference between all other sources of funds less all uses of funds. This amount, to be preliminarily determined upon completion of investor due diligence, and finally determined upon Completion of Improvements and Closing of Permanent Loan, will be “funded” by Developer and will be the basis for a priority distribution. This deferred fee is payable out of available cash flow per the Distribution Priorities, balloon each at the end of the Fifteenth Year. Any balloon amount will be funded by the General Partner via a Special Contribution.

Guarantors: TBD

Net Worth & Liquidity Req Minimum $1,000,000 Net Worth, Minimum $500,000

Guarantees Construction Completion and Development Deficit Guaranty

Guarantee of lien-free completion of the improvements in a good and workmanlike manner, substantially in accordance with approved plans and specifications (if applicable) or renovation budget, with Certificates of Occupancy (if applicable), and “Placed-In-Service” prior to a Specified Date, within a fixed price cost, and guarantee of any development deficits, including interest carry prior to the later of Completion or 3 months at Stabilization (1.10 DSCR).

Operating Deficit Guaranty

Guarantee of all Operating Deficits (including all Operating Expenses, Required Reserves, Escrow Amounts, and Debt Service) for a period of sixty (60) months after Stabilization as defined in the partnership agreement.
(anticipated to be at a minimum reaching a DSC of a 1.10 for 3 months.

The General Partner may withdraw up to half of the Operating Reserve, subject to approval of the Limited Partners, to pay operating deficits prior to making any Operating Deficit Guarantee payments. Operating Deficit guarantee payments will be in the form of non-interest bearing Operating Loans to the Company, repayable only out of available cash flow per the Distribution Priorities.

**Tax Credit Guaranty**

Limited Partner interests will be Repurchased for the amount of outstanding Capital Contributions plus interest at 10% per annum if the Tax Credits are not qualified for any reason, or, at the option of the Limited Partners, if less than 80% of anticipated Tax Credits are qualified.

If the amount of Tax Credits available to the Limited Partners falls short of the originally anticipated amount, due to any conditions, including eligible basis lower than anticipated, timing of credit flow later than anticipated, original or subsequent qualification falling short of 100%, or any other reason applicable to such Tax Credits or due to actions of the Guarantors or Affiliates, then a guarantee payment on an after-tax basis, will be due the Limited Partners. Recapture of Tax Credits will trigger a guarantee payment equal to the recapture amount plus all interest and penalty. Tax Credit Guarantee payments are non-repayable.

**Hazardous Substance Indemnity:**

Guarantor(s) will indemnify LP’s against damages relating to environmental matters.

**Asset Management Fee:**

Compliance and operations are the responsibility of the Property Manager and the General Partner. The Limited Partner will be paid a cumulative annual asset management fee in the initial amount of $4,000. This fee will increase 3% annually.

**Cash Flow Distribution Priorities:**

All Cash Flow after Operating Expenses, Escrows, Reserves, and Debt Service will be distributed in the following priority, subject to legal review by both parties’ legal counsel:

1. Payment to the Limited Partner of the Asset Management Fee.
2. Principal of any Deferred Developer Fee.
3. Principal of any Operating Loan or other GP loans.
4. Remainder 80% to General Partner and 20% to the Limited Partner.

**Sale or Refinance Distribution Priorities:**

All proceeds from a Sale or Refinancing after payment of expenses related to such Capital Transaction shall be distributed in the following priority, subject to legal review by both parties’ legal counsel:

1. Interest, Accrued Interest, and Principal of First Mortgage Debt.
2. Interest, Accrued Interest, and Principal of Subordinated Debt.
3. Special Reserves for expenses as determined by the General Partner with approval of Special Limited Partner.
4. Items 1 through 3 listed under Cash Flow Distribution Priorities, in sequence.
5. Remainder 80% to General Partner, 20% to the Limited Partner

General Contractor: The General Contractor for this property is to be Investment Builders, Inc, and must be approved by Affordable Equity Partners. The General Contractor or its affiliates, shall give a construction completion guaranty to the Partnership guaranteeing lien free construction completion, and other guarantees as required by AEP. AEP will not require a payment and performance bond.

Property Management: The property management company is to be determined and must be approved by AEP. The Property manager will be responsible for management of the Project in accordance with low income housing tax credit guidelines and the associated compliance documentation. Consent of Limited Partners is required for a change in the property management company. AEP shall have the right to remove and replace the Property Manager for reasons including, but not necessarily limited to: (i) an act of gross negligence in its conduct of its duties and obligations under the Management Agreement, (ii) substantial building code violations that have not been cured within six (6) months after notice from the applicable governmental agency or department, (iii) the voluntary or involuntary filing of bankruptcy proceedings against the Property Manager, (iv) any material changes in the identity or financial condition of the Property Manager, or (v) the Property Manager is cited by any governmental agency, including any Tax Credit monitoring or compliance agency of the State for a violation of any applicable rules, regulations or requirements.

Property Management Fee: [TBD]% (or such other percentage as approved by the LP) of Collected Rents.

Replacement Reserves: There shall be deposited from operations in the minimum amount that The Texas Department of Housing and Community Affairs ("TDHCA") requires. (Annual replacement reserves not actually spent shall be escrowed).

Accountant: To Be Determined

Submissions & Reporting:
Annual Business Plan and Budget – shall be submitted to the Special Limited Partner by November 1 of the prior year.
Monthly Operating Statements, Occupancy Reports, and Partnership Financial Statements – shall be submitted to the Special Limited Partner within 30 days of the end of the prior month.

Audited Annual Financial Statements – shall be submitted to the Special Limited Partner within 90 days of the end of the fiscal year; however, accurate interim statements shall be submitted by February 15.

Tax information and copies of Partnership Federal Tax Returns shall be submitted within 90 days of the end of the fiscal year; however, accurate interim statements shall be submitted by February 28.

Permanent Financing: Permanent financing is anticipated to be in the form of a Conventional Permanent Loan. The term of the permanent loan must be for a minimum of 15 years. The permanent financing must be approved by AEP. The anticipated permanent loan is $4,280,000.
Construction Financing: The Limited Partner will work with Sterling Bank to provide construction financing for Ridgestone Estates. The financing shall be for a minimum term of the length of the proposed construction through project stabilization, with an interest rate and terms acceptable to the Limited Partners. Sterling Bank is accepted as the lender for this construction financing.

Diligence Period: The terms of this letter are subject to Affordable Equity Partners’ satisfaction with its due diligence review. The GP will cooperate with AEP to provide the necessary information to conduct its diligence, including, but not limited to, all site control, Project, and GP information.

The GP acknowledges that it currently controls the Partnership, the land upon which the Project is to be built or renovated, and will control the allocation of Federal Tax Credits to such Partnership, and expects to do so through the completion of the transaction contemplated herein. The GP acknowledges that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this agreement, and to timely complete the transaction contemplated herein. In consideration of benefits described herein, the GP grants to AEP the exclusive right to complete such transaction, and both parties shall not engage in any discussion about the sale or finance of the Project, the Partnership, or its interest in it, until AEP completes its diligence period and notifies the GP in writing of its decision to proceed, or not to proceed, with the transaction. Both parties understand and agree that the terms of this LOI are to be incorporated in the Amended and Restated Partnership Agreement if LHC awards the tax credits to the Project.

Please sign below as acknowledgement of your understanding and concurrence with the terms and conditions herein presented, and as authority to allow AEP, its subsidiaries, and its agents to research the financial, professional, and character background of the principals involved. One original signed copy of this letter should be returned to my attention.

[The Remainder of the page intentionally left blank]
If you have any questions, please feel free to call me at 573-443-2021.

Sincerely,

AFFORDABLE EQUITY PARTNERS, INC.

By: Brian H. Kimes

Agreed and Accepted by:

For: Villas at Augusta, Ltd

BY: Investment Builders, Inc., its General Partner

By: Ike Monty, President
Tab 36

Sponsor Characteristics
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%  (Must equal at least 50% regardless of structure)
   - **Yes**  The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
     - **Yes**  A detailed narrative describing how that material participation will be achieved is included.
   - **Yes**  The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
     - **Yes**  A detailed narrative describing experience in each category is included.

Mark all that apply

- Property Management
- Construction
- Development
- Financing
- Compliance

- 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.
   - Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

**Points Claimed:** 0

**Total Points Claimed:** 2

2/28/2019
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
Investment Builders, Inc. (IBI) is a Corporation incorporated in Texas, principally engaged in real estate investment and the development, construction, rental, operation and management of residential projects. IBI has been actively involved in housing since its incorporation in September of 1993. To date, IBI has developed 8,000 units. As part of its portfolio, IBI has developed and constructed single-family homes through the Texas Department of Housing and Community Affairs; 16 utilizing the HOME Program, which were sold to first time homebuyers and another 36 for rental through the Tax Credit Program. IBI has also constructed 3 HUD projects consisting of 101 units. In addition, IBI has joint-ventured with several non-profit organizations and for-profit organizations. This level of activity has allowed IBI to build a quality, experienced staff of senior managers and key personnel with expertise in construction, rehabilitation, demolition, and development.

In its capacity as General Partner of the Partnership and sole Developer, IBI will materially participate as a HUB by making all decisions regarding the development from construction through ongoing operation. IBI’s participation will be on a regular, continuous, and substantial basis throughout each year, including regular visits to the property to ensure proper operation. IBI will oversee all aspects during operation, including oversight of the property management company, records management, compliance monitoring, review and approval of budgets and any and all other duties related to the operation of the property.
Examples of Relevant Work

Canyon Square Village
El Paso, Texas

Canyon Square Village is a new affordable housing community in El Paso, Texas developed by Investment Builders, Inc. This multi-family complex consists of 104 units, which was built on 7.4710 acres, encompasses 17 buildings. The unique architecture of this project provides distinct layout of two and single story buildings. Canyon Square Village will incorporate 16 charming, yet ample one-bedroom one bath units, 44 spacious two-bedroom two bath units, 40 three-bedroom, two bath units rich in design and bold in taste, and four, four-bedroom, two bath units, perfect for those who desire a bit more room.

A furnished community room will provide manager and leasing offices, a fully equipped fitness center, kitchen and dining area, covered patio, and swimming pool. The development will also incorporate a series of amenities, which include covered entries; flat surface parking lot with one covered parking space for each unit; full perimeter fencing; playground; and washers and dryers in every unit.

Canyon Square Village will also offer a wide array of Resident Services, which include notary public services, legal assistance, English as a second language classes, credit counseling, financial planning assistance, health and nutritional courses, and health screening services.

Canyon Square Village is the only affordable housing development in Census Tract 41.04.

Type of Housing: Affordable Housing
Completion Date: 7/31/12
Team Members: Investment Builders Inc.
Number of Units: 104
Desert Villas
El Paso, Texas

Desert Villas is a new affordable housing community in El Paso, Texas developed by Investment Builders, Inc. This multi-family complex consists of 94 units, built on 3.8167 acres, and embraces eight buildings. The unique architecture of this project provides distinct layout of three, two, and single story buildings. Desert Villas will incorporate 14 charming, yet ample one-bedroom, one bath units, 40 spacious two-bedroom, two bath units, 36 three-bedroom, two bath units rich in design and bold in taste, and four, four-bedroom, two and a half bath units, perfect for those who desire a bit more room.

A furnished community room provides manager and leasing offices, a fully equipped fitness center, kitchen and dining area, covered patio, and swimming pool. The development also incorporates a series of amenities, which include covered entries; flat surface parking lot with one covered parking space for each unit; full perimeter fencing; playground; and washers and dryers in every unit.

Desert Villas also offers a wide array of Resident Services, which include notary public services, legal assistance, English as a second language classes, credit counseling, financial planning assistance, health and nutritional courses, and health screening services.

Type of Housing: Affordable Housing
Completion Date: 04/04/2011
Team Members: Investment Builders Inc.
Number of Units: 104
North Hills Village
El Paso, Texas

North Hills Village is a high end multi-family apartment community located in the northeastern side of El Paso, Texas. Specifically the property is located off Martin Luther King Boulevard and Jon Cunningham Boulevard. The subject property of approximately 6.5 acres of land is conveniently located near elementary schools and middle schools. Providing access to shopping, both convenience and destination types, is US 54 located approximately one half mile North.

The improvements consist of nine two and three story garden-style apartment buildings housing 152 garden style flats. The unit mix includes 68 one-bedroom, one bath units; 60 two-bedroom, two bath units; and 24 three-bedroom, two bath units.

This fully gated community includes an office/clubhouse, fitness center, and two swimming pools. Unit amenities include an upgraded appliance package including in-unit full-size washer/dryer, walk-in closet, ceiling fans (LR, BRs), ceramic tile in kitchen, baths, and entries, built–in microwaves, and pre-wired for security system.

Type of Housing: Market Rate Multifamily
Completion Dates: 01/31/2012
Team Members: Investment Builders Inc.
Number of Units: 152
North Mountain Village
El Paso, Texas

North Mountain Village is an affordable housing community in El Paso, Texas developed by Investment Builders, Inc. This multi-family complex consists of 200 units built on 9.101 acres, and embraces 16 buildings. The unique architecture of this project provides distinct layout of two and single story buildings. North Mountain Village incorporates 40 charming, yet ample one-bedroom, one bath units, 90 spacious two-bedroom, two bath units, and 70 three-bedroom, two bath units rich in design and bold in taste.

A furnished community room provides manager and leasing offices, a fully equipped fitness center, kitchen and dining area, covered patio, and two swimming pools. The development also incorporates a series of amenities, which include covered entries; flat surface parking lot; full perimeter fencing; and two playgrounds. North Mountain Village also offers a wide array of Resident Services.

Type of Housing: Affordable Housing
Completion Dates: 12/20/2007
Team Members: Investment Builders Inc.
Number of Units: 200
Spanish Creek Townhomes
El Paso, Texas

Spanish Creek Townhomes is conveniently located on the East side of El Paso that are designed with all the comforts of home, plus amenities usually found in more affluent apartment living. This community is operated under the Affordable Housing Program under Section 42 of the Internal Revenue Code that requires applicants to meet certain income qualification standards established by the government and LEDIC Management Group. Spanish Creek Town homes also require Support Services and other different social gatherings and activities for family members of all ages.

Spanish Creek Townhomes built in 2008 offer a total of 136 units that include 12 handicap accessible units. Two-bedroom units have a designation of 30% and 60% income limits and the three-bedroom units have a designation of 30% and 60% income limits, in addition to six market rate units. This program is designed to facilitate the housing needs of moderate and middle income families.

Spanish Creek Townhomes provide social programs and offer other activities for residents and their family members to participate in. Residents are able call the office in advance and reserve either or all services. All services are provided monthly and even weekly at no cost and held inside Spanish Creek Clubhouse

Type of Housing: Affordable Housing
Completion Date: 8/31/08
Team Members: Investment Builders Inc.
Number of Units: 136
The Tuscany at Mesa Hills
El Paso, Texas

The Tuscany at Mesa Hills is a high end multi-family apartment community located in the west side of El Paso, Texas. Specifically the property is located at 415 South Mesa Hills Drive. The Tuscany at Mesa Hills is embraced by a neighborhood that is exceptionally located near a wide assortment of amenities and services; schools, banks, restaurants and shopping are convenient.

The Tuscany at Mesa Hills is comprised of 369 units and is built on 33.95 acres. The unique architecture of this property provides a layout of two-story, walk-up, garden-style and townhome buildings. The distinct unit mix includes one-, two- and three-bedroom garden-style apartments; and two- and three-bedroom townhomes.

The Tuscany at Mesa Hills encompasses a resort amenity package featuring a state-of-the-art clubhouse, complete with fitness center, movie theatre, and business center; two outdoor pools, whirlpool spa and cabana; controlled access, gated community; BBQ grills and picnic areas; tennis courts, basketball court, sand volleyball court, shaded playground and tot lot; and fenced pet area.

At The Tuscany at Mesa Hills comfort living is one of the main goals. Each unit enjoys a spacious, high level of amenities floor plan, which includes an upgraded appliance package including built-in microwaves and in-unit full-size washer/dryer; walk-in closet; ceiling fans in all bedrooms and living areas; ceramic tile in kitchen, baths, and entries; and pre-wired for security system.

Type of Housing: Market Rate Multifamily
Completion Date: 11/16/2007
Team Members: Investment Builders Inc.
Number of Units: 369
Tab 37

Owner and Developer Organization Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:
- X The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:
(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP”);

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

If a revised chart is submitted, include the date of submission!
Villas at Augusta
Ownership Structure

Villas at Augusta, Ltd
a Texas limited partnership
formed _02/12/2019____

0.01% GENERAL PARTNER
Investment Builders, Inc.
a Texas corporation
Formed 9/2/1993

President
Ike J. Monty
100%

99.99% INVESTOR LIMITED PARTNER
TBD
Villas at Augusta
Organizational Structure—Developer

Investment Builders, Inc.
a Texas corporation
Formed 9/2/1993

President
Ike J. Monty
100%
Villa at Augusta
Organizational Structure - Guarantor

Ike J. Monty
100%
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 any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>Villa at Augusta, Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Developer Owner</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
</tbody>
</table>

Org. 1

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Investment Builders, Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Villa at Augusta, Ltd.</td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Organization is identified on Org. Chart: Yes

| Ability to exercise Control over the Development? | Yes |

List of Sub-Entities or Principals:

1. Ike Monty
   TDHCA Experience: Yes
   TDHCA Experience: 

2. 
   TDHCA Experience: 

3. 
   TDHCA Experience: 

4. 
   TDHCA Experience: 

5. 
   TDHCA Experience: 

6. 
   TDHCA Experience: 

Org. 2

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Date formed:</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Phone:</td>
</tr>
</tbody>
</table>

Organization is identified on Org. Chart: 

| Ability to exercise Control over the Development? |

List of Sub-Entities or Principals:

1. 
   TDHCA Experience: 

2. 
   TDHCA Experience: 

3. 
   TDHCA Experience: 

4. 
   TDHCA Experience: 

5. 
   TDHCA Experience: 

6. 
   TDHCA Experience: 

Org. 3

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Date formed:</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Phone:</td>
</tr>
</tbody>
</table>

Organization is identified on Org. Chart: 

| Ability to exercise Control over the Development? |

List of Sub-Entities or Principals:

1. 
   TDHCA Experience: 

2. 
   TDHCA Experience: 

3. 
   TDHCA Experience: 

4. 
   TDHCA Experience: 

5. 
   TDHCA Experience: 

6. 
   TDHCA Experience: 

3/1/2019
Tab 39

Previous Participation Form
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
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: | Villas at Augusta, Ltd. |
| Email Address: | ibihousing@ibitoday.com |
| City & State of Home Addr: | El Paso, Texas |
| Applicant Legal Name: | Villas at Augusta, Ltd. |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<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>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

   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>ESG</td>
<td>LIHEAP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| HOME: | CFDC | HBA | PWD | TBRA |

| HTF/OCI: | AYBR | Bootstrap | CFDC | Self-Help |
| Other: | | | | NSP |
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: Investment Builders, Inc. / General Partner

Email Address: ibihousing@ibitoday.com

City & State of Home Addr: El Paso, Texas

Applicant Legal Name: Villas at Augusta, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHF, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

- By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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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: Ike J. Monty
Email Address: ibihousing@ibitoday.com
City & State of Home Addr: El Paso, Texas
Applicant Legal Name: Villas at Augusta, Ltd.

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SMHTF, RHD), and BOND) that you have controlled at any time.

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<td>Laureles del Este, Ltd</td>
<td>El Paso</td>
<td>HTC</td>
<td>Jul-15</td>
<td>Jul-40</td>
</tr>
<tr>
<td>16273</td>
<td>Keystone Place, Ltd</td>
<td>El Paso</td>
<td>HTC</td>
<td>Jul-16</td>
<td>Jul-41</td>
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<tr>
<td>17189</td>
<td>Villas at Sandstone, Ltd</td>
<td>El Paso</td>
<td>HTC</td>
<td>Jul-17</td>
<td>Jul-42</td>
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<tr>
<td>18127</td>
<td>Metro 31 Senior Community</td>
<td>El Paso</td>
<td>HTC</td>
<td>Jul-18</td>
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<tr>
<td>19130</td>
<td>Skyway Gardens</td>
<td>Alpine</td>
<td>HTC</td>
<td>Jul-18</td>
<td></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></td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</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>
Tab 40

Nonprofit Participation

Not Applicable
### Nonprofit Participation

#### Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

---

#### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

<table>
<thead>
<tr>
<th>Organization Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

| Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period? |
|                                                                                                   |
|                                                                                                   |

| If no to the question above, what is its current legal status? |
|                                                              |
|                                                              |

<table>
<thead>
<tr>
<th>If &quot;Other&quot; please specify:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

| Date of legal formation of Nonprofit Organization: |
|                                                |
|                                                |

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

- If “Yes”, will this nonprofit organization Control the Applicant?  

- What is the ownership percentage of this nonprofit organization?

2) **Describe the nonprofit’s participation:**

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

- If "Yes," explain:

---

2/28/2019
Tab 41

Nonprofit Supporting Documents
Not Applicable
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- IRS determination letter
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
Tab 42

Development Team Members
## Development Team Members

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

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

### Developer:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Builders, Inc</td>
<td>Ike Monty</td>
<td>(915) 599-1245</td>
</tr>
</tbody>
</table>

**Email:** ibihousing@ibitoday.com  
**Certified Texas HUB?** Yes  
**This is a direct or indirect, financial, or other interest with Applicant or other team members** Yes

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Builders, Inc</td>
<td>Ike Monty</td>
<td>(915) 599-1245</td>
</tr>
</tbody>
</table>

**Email:** ibihousing@ibitoday.com  
**Certified Texas HUB?** Yes  
**This is a direct or indirect, financial, or other interest with Applicant or other team members** Yes

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Email:**  
**Certified Texas HUB?**  
**This is a direct or indirect, financial, or other interest with Applicant or other team members**

### Cost Estimator:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investment Builders, Inc</td>
<td>Keith Puhlman</td>
<td>(915) 494-3537</td>
</tr>
</tbody>
</table>

**Email:** kpuhlman@yahoo.com  
**Certified Texas HUB?** Yes  
**This is a direct or indirect, financial, or other interest with Applicant or other team members** Yes

### Architect:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wright &amp; Dalbin Architects, Inc</td>
<td>Fred Dalbin</td>
<td>(915) 533-3777</td>
</tr>
</tbody>
</table>

**Email:** fdalbin@wrightdalbin.com  
**Certified Texas HUB?** No  
**This is a direct or indirect, financial, or other interest with Applicant or other team members** No

---

3/1/2019
<table>
<thead>
<tr>
<th>Role</th>
<th>Organization</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td>SLI Engineering, Inc.</td>
<td>Georges Halloul</td>
<td>(915) 584-4457</td>
<td><a href="mailto:gehalloul@sli-engineering.com">gehalloul@sli-engineering.com</a></td>
<td>TBD</td>
<td>74-2587697</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Engineer</td>
<td>SLI Engineering, Inc.</td>
<td>Georges Halloul</td>
<td>(915) 584-4457</td>
<td><a href="mailto:gehalloul@sli-engineering.com">gehalloul@sli-engineering.com</a></td>
<td>TBD</td>
<td>74-2587697</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Market Analyst</td>
<td>Apartment Market Data</td>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td>$8,000.00</td>
<td></td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Appraiser</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
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<td>n/a</td>
<td>n/a</td>
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</tr>
<tr>
<td>Attorney</td>
<td>Locke Lord</td>
<td>Cynthia Bast</td>
<td>(512) 305-4704</td>
<td><a href="mailto:clbast@lockelord.com">clbast@lockelord.com</a></td>
<td>TBD</td>
<td>35-1750664</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Accountant</td>
<td>Dauby, O'Conner &amp; Zaleski, LLC</td>
<td>Reid Rigsbee</td>
<td>(317) 819-6167</td>
<td><a href="mailto:rrigsbee@doz.net">rrigsbee@doz.net</a></td>
<td>TBD</td>
<td></td>
<td>No</td>
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<tr>
<td>Property Manager:</td>
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</tr>
<tr>
<td>Suzy Cazort</td>
<td>(901) 435-7720</td>
<td><a href="mailto:Suzy.Cazort@ledic.com">Suzy.Cazort@ledic.com</a></td>
<td>TBD</td>
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<tr>
<th>Originator of Underwriter:</th>
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<tbody>
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<td></td>
</tr>
<tr>
<td>Affordable Equity Partners, Inc.</td>
<td>(573) 443-2021</td>
<td><a href="mailto:bkimes@aepartners.com">bkimes@aepartners.com</a></td>
<td>TBD</td>
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<td><strong>Contact Name</strong></td>
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<td><strong>Tax ID Number (TIN)</strong></td>
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<tr>
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<tr>
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### Title Company

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travis Smith</td>
<td>915-747-4147</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
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</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:tjsmith@weststar-title.com">tjsmith@weststar-title.com</a></td>
<td>TBD</td>
<td>TBD</td>
</tr>
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</table>

Certified Texas HUB? **No**

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

### Application Consultant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robbye Meyer</td>
<td>512-963-2555</td>
</tr>
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</table>

<table>
<thead>
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<th>Email</th>
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<tr>
<td><a href="mailto:robbye@arxadvantage.net">robbye@arxadvantage.net</a></td>
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<td>45-3562013</td>
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Certified Texas HUB? **No**

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

### ESA Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alec Felhaber</td>
<td>915-533-1147</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:alef@cecinvironmental.com">alef@cecinvironmental.com</a></td>
<td>TBD</td>
<td>74-2855985</td>
</tr>
</tbody>
</table>

Certified Texas HUB? **No**

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

### PCA Provider:

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

Certified Texas HUB? **n/a**

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

### Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>n/a</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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</thead>
<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

Certified Texas HUB? **n/a**

This is a direct or indirect, financial, or other interest with Applicant or other team members* **n/a**
Tab 43

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible/hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
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 of 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 I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department's website as of the beginning of the Application Acceptance Period.

I (We) certify that all persons who have a property interest in the Development plan hereby acknowledge that the Department may publish the full Development plan on the Department's website, release the Development plan in response to a request for public information, and make other use of the Development plan as authorized by law.
I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov't Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator ("affected units") meet the requirements at 10 TAC §11.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 11.101(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]

2/15/2019

Date

Frederic Dalbin

Printed Name

12420 Texas

License Number and State

WDA

Firm Name (If applicable)
February 27, 2019

Re: Tab 43: Architect Certification Attachment
Villas at Augusta
SWC of Augusta Dr and Zaragoza Rd
El Paso, Texas 79938

This statement is to confirm that the above reference project complies with the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R Part 8 as described in 10 TAC Chapter1, Subchapter B.

The project includes a total of One Hundred-Four (104) units in six (6) two-story quadruplex, five (5) three story buildings on a 6.14-acre site located in El Paso, Texas. There are Twelve (12) one-bedroom, one-bath units, Forty-Four (44) two-bedroom, one-bath units, Forty-Four (44) three-bedroom, two-bath units, and Four (4) Four-bedroom, two-bath units.

There is a total of eight (8) accessible units or above the 5% of total with at least 5% accessible unit for each type. In addition, there is a total of three (4) audio/visual units with at least 2% of each type.

All units on the ground floor meet the requirements of 10 TAC §10.101(b)(8)(980).

Sincerely

Frederic Dalbin
Project Architect
Tab 44

Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- [x] An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- [ ] An Experience certificate issued by the Department under the 2019 QAP.
- [ ] An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- [ ] Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(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.
- [ ] Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

NOTE: The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- [ ] Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- [ ] Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
February 22, 2017

Mr. Ike J. Monty
c/o Robbye Meyer
1305 Dusky Thrush Trail
Austin, Texas 78746

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2017 UNIFORM MULTIFAMILY RULES

Dear Mr. Monty:

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@tdhea.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
Tab 45

Applicant Credit Limit Documentation and Certification
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. Villas at Augusta, Ltd.</td>
<td>No</td>
</tr>
<tr>
<td>2. Investment Builders, Inc.</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Ike J. Monty</td>
<td>Yes</td>
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<tr>
<td>4.</td>
<td>Submit Part II</td>
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<td>5.</td>
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<td>30.</td>
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</tbody>
</table>

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

By: [Signature of Applicant]  
Date: 2-20-2019  
Its: Ike J. Monty / President
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Investment Builders, Inc

Which is:  
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ridgestone Estates</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Villas at Augusta</td>
<td>13</td>
<td>El Paso</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Sunset Vista Seniors</td>
<td>13</td>
<td>El Paso</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: ____________________________  Investment Builders, Inc  2-20-2019
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date

2/14/2019
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: 

Ike J. Monty

Which is:

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ an Affiliate of the Applicant

☒ a Developer for the Applicant for this specific Application

☒ a Guarantor on the Application

Pursuant to §114(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
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<th>% Ownership</th>
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</tr>
</thead>
<tbody>
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<td>El Paso</td>
<td>100.00%</td>
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<tr>
<td>Sunset Vista Seniors</td>
<td>13</td>
<td>El Pas</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that 

Ike J. Monty is authorized to terminate the Application in the event of a conflict with §114(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: 

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Ike J. Monty

Printed Name

Date: 2-20-2019

2/14/2019
Tab 46

Community Input
<table>
<thead>
<tr>
<th>Community Input Scoring Items</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TDHCA#: 19120</strong></td>
</tr>
</tbody>
</table>

1. **Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.**
   - NA Resolution(s) of either "no objection" or "support" is included behind this tab.**
     - Name of Local Government Body
     - Name of Local Government Body (if applicable)
       ** Note that resolutions are due March 1, 2019

2. **Quantifiable Community Participation - §11.9(d)(4)**
   - NA Application expects to receive QCP points.
     ** Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

3. **Community Support from State Representative - §11.9(d)(5)**
   - Application expects to receive points for a letter from a Representative.
   - Letter of either "support" or "opposition" is included behind this tab.**
     ** Note that letters are due March 1, 2019

4. **Input from Community Organizations - §11.9(d)(6)**
   - Applicant has included one or more letters of support or opposition behind this tab.
     List information for each of the letters below:

   A. **Better Texans Foundation**
      - Name of Community Organization
      - Aubrey A Hance
      - Contact Name
      - [Support] [Opposition]

   B. **Familias Triunfadoras**
      - Name of Community Organization
      - Maria Covernali
      - Contact Name
      - [Support] [Opposition]

   C. **Opportunity Center for the Homeless**
      - Name of Community Organization
      - Ray Tullius
      - Contact Name
      - [Support] [Opposition]

   D. **Tierra Del Sol**
      - Name of Community Organization
      - Rose Garcia
      - Contact Name
      - [Support] [Opposition]

   E. Name of Community Organization
      - Contact Name
      - [Support] [Opposition]

   F. Name of Community Organization
      - Contact Name
      - [Support] [Opposition]

Note: Application expects to receive QCP points.

** Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!
February 27, 2019

Mr. David Cervantes
Acting Director
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78711

RE: Sunset Vista Seniors, TDHCA #19114, Villas at Augusta, TDHCA #19120, and Emerald Manor, TDHCA #19115

Dear Mr. Cervantes:

I write this letter to support Sunset Vista Seniors, Villas at Augusta, and Emerald Manor. Sunset Vista Seniors is a proposed elderly development located at 1333 Pullman Drive, El Paso, El Paso County, Texas. Villas at Augusta is a proposed multifamily development located at the SWC of Augusta Dr and N Zaragoza Rd, El Paso, El Paso County, Texas. Emerald Manor is a proposed multifamily development located at the NEC of Horizon Blvd and Rifton Court, Horizon City, El Paso County, Texas.

The need for new affordable housing units, is one challenge El Paso continues to face. With costs continuing to increase, more and more of my constituents find themselves in a position to need access to quality affordable housing, the type that these developments will provide. Your support for Sunset Vista Seniors, Villas at Augusta and Emerald Manor will have multiple positive effects on our community by reducing the shortfall of affordable housing, creating jobs for residents of our community and serving as an economic stimulus for our area.

If you have any questions, please do not hesitate to contact my office at (512) 463-0613. Thank you for your consideration.

Sincerely,

Mary E. González
Texas State Representative
House District 75
February 26, 2019

Ike J. Monty  
President  
Investment Builders, Inc.  
7400 Viscount Blvd, Suite 109  
El Paso, Texas 79925

RE: Housing Tax Credit Projects: Ridgestone Estates (#19117), Sunset Vista Seniors (#19114), and Villas at Augusta (#19120)

Dear Mr. Monty,

I am pleased to fully support Investment Builders, Inc. in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the following projects:

- Ridgestone Estates (11050 Montana Ave, El Paso, El Paso County, Texas 79936);
- Sunset Vista Seniors (1333 Pullman Dr, El Paso, El Paso County, Texas 79936); and
- Villas at Augusta (Southwest corner of Augusta Dr and N Zaragoza Rd, El Paso, El Paso County, Texas 79938).

These developments will not only increase the availability of quality affordable housing and improve the living conditions for the hard-working families of El Paso County, but will also assist in adding to the tax base and creating jobs.

We look forward to a favorable response by the Texas Department of Housing and Community Affairs for the approval of Ridgestone Estates, Sunset Vista Seniors, and Villas at Augusta.

Sincerely,

Aubrea A. Hance  
President  
Better Texans Foundation
TEXAS SECRETARY OF STATE
DAVID WHITLEY

Filing Number: 801648533
Original Date of Filing: August 31, 2012
Entity Type: Domestic Nonprofit Corporation

Entity Status: In existence
Non-Profit Type: N/A

Tax ID: 32048908977
FEIN:

Duration: Perpetual
Name: Better Texans Foundation
Address: PO BOX 101295
FORT WORTH, TX 76185-1295 USA

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES
--- | --- | --- | --- | --- | ---
Name | Address | Inactive Date
AUBREA A HANCE | 3964 BISHOPS FLOWER ROAD
Fort Worth, TX 76109 USA | |

Instructions:
To place an order for additional information about a filing press the 'Order' button.
Better Texans Foundation Glen Rose Texas

The Better Texans Foundation corporation is classified as: educational organization. A ruling or determination letter recognizing the organization's exempt status was done in December of 2013, 5 years ago. The primary activity of the organization is: housing, shelter. Contributions are deductible.

Classification: 501(c)(3) Educational Organization

<table>
<thead>
<tr>
<th>In Care of Name</th>
<th>Aubrea Hance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Activity Title</td>
<td>Housing, Shelter</td>
</tr>
<tr>
<td>Primary Activity</td>
<td>Housing Support Services -- Other</td>
</tr>
<tr>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>Affiliation</td>
<td>Independent - The organization is an independent organization or an independent auxiliary (i.e., not affiliated with a National, Regional, or Geographic grouping of organizations).</td>
</tr>
<tr>
<td>Ruling Date</td>
<td>December 2013 (month and year on a ruling or determination letter recognizing the organization's exempt status.)</td>
</tr>
<tr>
<td>Years Since Ruling</td>
<td>5 years</td>
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<tr>
<td>Tax Period</td>
<td>December 2014</td>
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<tr>
<td>Accounting Period</td>
<td>January</td>
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<td>Deductable Status</td>
<td>Contributions are deductible.</td>
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<tr>
<td>Organization</td>
<td>Corporation</td>
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<tr>
<td>Status</td>
<td>Unconditional Exemption</td>
</tr>
<tr>
<td>Foundation Code</td>
<td>(16) Organization that normally receives no more than one-third of its support from gross investment income and unrelated business income and at the same time more than one-third of its support from contributions, fees, and gross receipts related to exempt purposes. 509(a) (2)</td>
</tr>
<tr>
<td>Primary return(s) the organization is required to file</td>
<td>Required to file Form 990-N - Income less than $25,000 per year</td>
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<td>-----------------------------------------------------</td>
<td>------------------------------------------------------------------</td>
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<tr>
<td>Return of Private Foundation: Primary return(s) the organization is required to file</td>
<td>No 990-PF return</td>
</tr>
</tbody>
</table>

Type: Glen Rose Texas - Educational Organization (/type/glen-rose-tx-educational-organization/)

Employer Identification Number (EIN): 462209019

Better Texans Foundation
Po Box 3265
Glen Rose (/city/glen-rose-tx/), TX (/state/tx/) 76043 (/zipcode-76043/)

Better Texans Foundation Po Box 3265 Glen Rose, TX 76043
February 20, 2019

Ike J. Monty
President
Investment Builders, Inc.
7400 Viscount Blvd, Suite 109
El Paso, Texas 79925

RE: Housing Tax Credit Projects: Ridgestone Estates (#19117), Sunset Vista Seniors (#19114), and Villas at Augusta (#19120)

Dear Mr. Monty,

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We look forward to a favorable response by the Texas Department of Housing and Community Affairs for the approval of Ridgestone Estates, Sunset Vista Seniors, and Villas at Augusta.

Sincerely,

[Signature]

Familias Triunfadoras, Inc. is a 501 (c) 3 women led community based organization that serves over 3,000 colonia residents a year by providing self-help housing construction and rehabilitation; arts & crafts workshops, domestic violence support groups, health awareness workshops and health fairs; and educational scholarships. We also provide referrals to families seeking clothing, food and medical assistance. For more information please call us at (915) 691-9011. You can also visit us at: www.facebook.com/familiastriunfadoras

All donations are tax deductible. Federal Tax ID# 74-3192530.
Filing Number: 800743252
Entity Type: Domestic Nonprofit Corporation
Original Date of Filing: December 7, 2006
Entity Status: In existence
Formation Date: N/A
Type: Non-Profit
Tax ID: 32023400701
Duration: Perpetual
Name: Familias Triunfadoras (Successful Families)
Address: P.O. BOX 1352
SAN ELIZARIO, TX 79849 USA

REGISTERED AGENT
Name: Maria C. Ortiz
Address: 12500 Socorro Rd
San Elizario, TX 79849 USA

FAMILIAS TRIUNFADORAS (SUCCESSFUL FAMILIES)

Texas Taxpayer Number: 32023400701
Mailing Address: PO BOX 1352 SAN ELIZARIO, TX 79849-1352
Right to Transact Business in Texas: ACTIVE
State of Formation: TX
Effective SOS Registration Date: 12/07/2006
Texas SOS File Number: 0800743252
Registered Agent Name: MARIA C. ORTIZ
Registered Office Street Address: 12500 SOCORRO RD SAN ELIZARIO, TX 79849

Instructions:
To place an order for additional information about a filing press the 'Order' button.
Familias Triunfadoras, Inc.
@familiastrifunadoras

About

12500 Socorro Rd
San Elizario, Texas

Call (915) 691-9011

FIND US

Get Directions

BUSINESS INFO

Founded on December 7, 2006

Mission

Founded on December 7, 2006, Familias Triunfadoras, Inc. is a 501(c) 3 women-led nonprofit organization with a mission to empower women, children and families living in the colonias of El Paso County who are affected by domestic violence by providing programs that address family strengthening, community unity, economic self-sufficiency, asset building and affordable housing development. Familias Triunfadoras, Inc. has a full-time staff of 4 and a volunteer base of over 25 promotoras(es) – Community Health Workers that are certified by the Texas Department of State Health Services.

ADDITIONAL CONTACT INFO

ftriunfadoras@gmail.com

MORE INFO

About

Founded on December 7, 2006, Familias Triunfadoras, Inc. is a 501(c) 3 women-led nonprofit organization with a mission to empower women and families

Company Overview

The Familias Triunfadoras, Inc. is a Nonprofit Owner-Builder Housing Provider certified by the Texas Department of Housing and Community Affairs (TDHCA). We ar...

Founding date

December 7, 2006
Generating economic opportunities through job creation, worker-owned cooperatives and micro-enterprise development. See More

Community Organization - Nonprofit Organization

Familias Triunfadoras, Inc.
@familiastruinfdadoras

About
Events
Photos
Videos
Community
Reviews
Posts
Info and Ads
February 19, 2019

Executive Director
Ray Tullius
President

Board of Directors
Investment Builders, Inc.
7400 Viscount Blvd, Suite 109
El Paso, Texas 79925

Vice President
Desmond Machuca
Secretary
S. Emile Morgan
Treasurer
Jay Dunbar

RE: Housing Tax Credit Projects: Ridgestone Estates (#19117), Sunset Vista Seniors (#19114), and Villas at Augusta (#19120)

Dear Mr. Monty,

I am pleased to fully support Investment Builders, Inc. in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the following projects:

- Ridgestone Estates (11050 Montana Ave, El Paso, El Paso County, Texas 79936);
- Sunset Vista Seniors (1333 Pullman Dr, El Paso, El Paso County, Texas 79936); and
- Villas at Augusta (Southwest corner of Augusta Dr and N Zaragoza Rd, El Paso, El Paso County, Texas 79938).

These developments will not only increase the availability of quality affordable housing and improve the living conditions for the hard-working families of El Paso County, but will also assist in adding to the tax base and creating jobs.

We look forward to a favorable response by the Texas Department of Housing and Community Affairs for the approval of Ridgestone Estates, Sunset Vista Seniors, and Villas at Augusta.

Sincerely,

Ray Tullius
Executive Director
Opportunity Center for the Homeless
<table>
<thead>
<tr>
<th>REGISTERED AGENT</th>
<th>FILING HISTORY</th>
<th>NAMES</th>
<th>MANAGEMENT</th>
<th>ASSUMED NAMES</th>
<th>ASSOCIATED ENTITIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Address</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ray Tullius</td>
<td>806 W. Yandell</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:**
- To place an order for additional information about a filing press the 'Order' button.

**OPPORTUNITY CENTER FOR THE HOMELESS**

<table>
<thead>
<tr>
<th>Texas Taxpayer Number</th>
<th>17426341990</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>806 W. YANDELL DR EL PASO, TX 79902-3812</td>
</tr>
<tr>
<td>Right to Transact Business in Texas</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>State of Formation</td>
<td>TX</td>
</tr>
<tr>
<td>Effective SOS Registration Date</td>
<td>12/16/1991</td>
</tr>
<tr>
<td>Texas SOS File Number</td>
<td>0121525101</td>
</tr>
<tr>
<td>Registered Agent Name</td>
<td>RAY TULLIUS</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
<td>806 W. YANDELL EL PASO, TX 79902</td>
</tr>
</tbody>
</table>
Mission

The Opportunity Center exists for all homeless without distinction of race, ethnic origin, gender, language spoken, or, religious beliefs, and regardless of mental, drug and alcohol problems. Through direct contact with the homeless, the Center supports them to move beyond their condition if they are capable; or protects them if they cannot improve their condition in society because of emotional or psychological disorders.

To this end, the Opportunity Center operates a day resource center/emergency overflow night shelter where homeless people can gather and where some members of the El Paso Coalition for the Homeless provide on-site services. The Center also strives to create a system of care for the neediest among this population through the development of transitional and long-term supportive housing.

Opportunity Center for the Homeless

Mailing Address:
P.O. Box 63
The Opportunity Center for the Homeless is a non-profit 501 (c)(3) organization.

USEFUL LINKS

About Us
Volunteer Manual
Get Help
Clothes Closet
News And Media
Privacy Policy
Resource Directory

Join Our Mailing List

Email
Submit

United Way of El Paso County

Facebook | Twitter | Instagram | YouTube

amazon smile

GuideStar
February 8, 2019

Ike J. Monty
President
Investment Builders, Inc.
7400 Viscount Blvd, Suite 109
El Paso, Texas 79925

RE: Housing Tax Credit Projects: Ridgestone Estates (#19117), Sunset Vista Seniors (#19114), and Villas at Augusta (#19120)

Dear Mr. Monty,

I am pleased to fully support Investment Builders, Inc. in its efforts to acquire Housing Tax Credits through the Texas Department of Housing and Community Affairs for the following projects:

- Ridgestone Estates (11050 Montana Ave, El Paso, El Paso County, Texas 79936);
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- **Villas at Augusta (Southwest corner of Augusta Dr and N Zaragoza Rd, El Paso, El Paso County, Texas 79938).**

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We look forward to a favorable response by the Texas Department of Housing and Community Affairs for the approval of Ridgestone Estates, Sunset Vista Seniors, and Villas at Augusta.

Sincerely,

Rose Garcia
Executive Director
BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Entity Type: Foreign Nonprofit Corporation
Entity Status: In existence
Non-Profit Type: N/A
FEIN:

Name: TIERRA DEL SOL HOUSING CORPORATION
Address: 6801 Viscount Blvd
El Paso, TX 79925 USA
Fictitious Name: N/A
Jurisdiction: NM, USA
Foreign Formation Date: N/A

REGISTERED AGENT FILING HISTORY NAMES MANAGEMENT ASSUMED NAMES ASSOCIATED ENTITIES

Name Address Inactive Date
Rose Garcia 6801 Viscount Blvd El Paso, TX 79925 USA

Instructions:
To place an order for additional information about a filing press the 'Order' button.
TIERRA DEL SOL HOUSING CORPORATION: ITS HISTORY

“. . . the general welfare and security of the nation and the health and living standards of its people require . . . the realization . . . of the goal of a decent home and a suitable living environment for every American family . . .”

[From the Housing Act of 1949]
The history of Tierra del Sol Housing Corporation begins with the purpose of helping rural New Mexicans achieve “the goal of a decent home and a suitable living environment.”

The history of Tierra del Sol encompasses the history of an idea, a dream and the goal of better housing.

It is a history of dedicated people who found the organization, a minister, a county commissioner, a group of farm workers and rural families.

It is a history of triumphs, difficult times, and most important it a history of lasting achievements in making possible affordable decent housing to hundreds of New Mexico farm workers, the working poor and countless others.
Six months after it was incorporated in April 1973, in a bleak cotton field, with the early autumn wind chilling about 25 spectators who had gathered for the ribbon cutting, Tierra del Sol embarked on its first large scale housing development at Alto de Las Flores, north of the community of San Miguel, New Mexico. Already 12 homes had been built in Mesilla, New Mexico and it had eight units under construction in Mesquite, New Mexico. This large scale housing development during its formative period was to help characterize Tierra del Sol as a dynamic organization fulfilling the goal of a decent home and a suitable living environment for its constituents.

Its initial efforts to bring the American Dream to rural New Mexicans was through a self help housing program funded by the Farmers Home Administration. Today, Tierra del Sol continues in its rich-laden history of self help housing in rural Dona Ana County and in urban settings such as in the City of Las Cruces, New Mexico. It housing services has greatly expanded from its early years and today, Tierra del Sol is a leading producer of affordable housing in New Mexico. It is recognized as a leading producer of both single family and multifamily housing in the southwest region of the United States. Its success is based on collaborations and joint partnerships with both private and public funding providers.

Tierra del Sol’s long line of achievements has significantly improved the quality of life of New Mexicans. Solutions to the housing needs of the working poor, farm workers, first time homebuyers, the elderly and the disabled have been found by Tierra del Sol.

From self-help housing, rural farm labor rental housing, senior congregate housing, to supportive housing for the elderly and the disabled, to LIHTC limited partnership owned mixed housing, to affordable homeownership in urban neighborhoods, major subdivision and real estate developments, Tierra del Sol Housing Corporation has brought to successful fruition the idea, fulfilled the dream and achieved the goal that are encompassed in its formation in 1973.

MISSION STATEMENT

“Tierra del Sol Housing Corporation is a regional housing community development corporation whose purpose is to improve the quality of life and economic conditions of low income persons residing in distressed and underserved communities by providing affordable housing and community development through construction activities, lending, training and employment opportunities.”

Apply Now
Donate To Tierra del Sol
Tab 47

Required 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 [§11.205].

#### 1. Environmental Site Assessment (ESA) (All Multifamily Applications)

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Construction &amp; Environmental Consultants</th>
<th>Date of Report: 2/26/2019</th>
</tr>
</thead>
</table>

- [x] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
- [x] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
- [ ] Development is funded by USDA and is not required to supply an ESA.

#### 2. Environmental Clearance (Section 811 PRA and Direct Loan applications only)

All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC 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.

- [x] 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.
- [x] 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

- [ ] 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

- [x] Primary Market Area (PMA) map with definition of PMA is included behind this tab.

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Apartment Market Data</th>
<th>Date of Report: 2/10/2019</th>
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Development Site Location:

<table>
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<tr>
<th>Longitude:</th>
<th>Latitude:</th>
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</thead>
<tbody>
<tr>
<td>31.807778</td>
<td>-106.2177</td>
</tr>
</tbody>
</table>

#### 4. Property Condition Assessment (PCA)

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>n/a</th>
<th>Date of Report:</th>
</tr>
</thead>
</table>

#### 5. Appraisal

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>n/a</th>
<th>Date of Report:</th>
</tr>
</thead>
</table>

#### 6. Site Design and Development Feasibility Report

<table>
<thead>
<tr>
<th>Prepared by:</th>
<th>Geroges Halloul, PE</th>
<th>Date of Report: 2/27/2019</th>
</tr>
</thead>
</table>

3/1/2019
February 28, 2019

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
P O Box 13941
Austin, TX 78711

Re: Application #19120 Villas at Augusta

Dear Ms. Holloway:

This letter is to acknowledge the recommendations identified in the Phase 1 Environmental Assessment ("ESA") and to certify that the owner will comply with any and all recommendations made by the ESA provider.

Yours truly,

[Signature]

Ike J. Monty
President
MARKET ANALYSIS SUMMARY

Provider: Apartment MarketData, LLC  Date:  1/8/2019
Contact: Darrell G Jack  Phone:  (210) 530-0040

Development: Villas at Augusta  Target Population:  General

Definition of Elderly Age:

Site Location: SWC of Augusta Dr and N Zaragosa Rd  City:  El Paso  County:  El Paso

Site Coordinates:  
<table>
<thead>
<tr>
<th>Latitude</th>
<th>Longitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.807778</td>
<td>-106.217700</td>
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</table>

(Decimal degree format)

Primary Market Area (PMA) page 32

Square Miles

<table>
<thead>
<tr>
<th>Census Tracts</th>
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<tr>
<td>481410043.07</td>
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<td>481410043.09</td>
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<tr>
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<tr>
<td>481410103.31</td>
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<tr>
<td>0.00</td>
</tr>
</tbody>
</table>
February 26, 2019

Mr. Brent Stewart
Texas Dept. of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Public Information Request - Release

Greetings:

As part of the market studies produced for the 2019 9% LIHTC application round, Apartment MarketData, LLC (AMD) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. AMD acknowledges that the Texas Department of Housing and Community Affairs (the "Department") may publish any of the reports on the Department's website, release it in response to a request for public information, and make other use of the information as authorized by law.”

Sincerely,

[Signature]

Darrell G. Jack
Market Analyst
President
Tab 48

Tie-Breakers
Tie-Breaker Information

Tie-Breaker #1 (10 TAC §11.7(1))
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value). If a tie still persists, then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (“AMFI”), as determined by the U.S. Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (“CHAS”) dataset and as reflected in the Department’s current Site Demographic Characteristics Report.

Is Site in Region 11 or 13? Yes
Poverty Rate = NA

Is Site in Region 11? No
Poverty Rate = NA
Applicable Poverty Rate = NA

Is Site in Region 13? Yes
Poverty Rate = 9.5
Applicable Poverty Rate = 9.975

Rent Burden Rank = 884 (lower number wins tie)

Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

Development Longitude: 31.80778
Development Latitude: -106.2177
Target Population: General

Closest Development serving same Population:

Application Number:

Address:

Year of Award:

3/1/2019
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
June 25, 2019

Ms. Liz Cline
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Dear Ms. Cline,

We are in receipt of the deficiency notice issued June 18, 2019 for 19120 Villas at Augusta and have responded to those requests in the following response.

1. **Site Information Form III:** The site control and ESA indicate 10 acres. The site plan indicates 6.14 with 3.8 for future development for a total of 9.94 acres. Please clarify the discrepancy.
   
   The form has been revised to explain the discrepancy. The Applicant purchased 10 acres total; however, only 6.14 acres is included in the development site. The remaining acreage will be kept for future development.

2. **Site Control:** The contract closing date appears to be June 7, 2019. Submit evidence that the Feasibility Period or closing has been extended and that all applicable extension fees have been received by the title company.
   
   The attached amendment indicates the feasibility period runs through July 31, 2019 and escrow released to seller.

3. **Title Commitment:** The entity name of the current property owner differs from the site control contract.
   
   Both the Site Control Assignment and the Title Commitment are listed in the development owner’s name Villas at Augusta, Ltd. Please advise what is needed here.

4. **Site Plan:** Confirm whether the mobility and sensory accessible units are located on the first floor of each building type.
   
   Yes, the mobility and sensory units are on the 1st floor.

5. **Site Plan:** Clarify the location of the van accessible parking. Please note that there should be a total of three van accessible parking spaces.
   
   Site Plan revised to indicate the van accessible parking spaces.

6. **Accessible Parking Calculation Worksheet:** The number of accessible parking spaces should be 15. The amenities included on the Accessible Parking Worksheet is not consistent with the site plan. The amenities should include accessible parking for the three community gathering areas in addition to the clubhouse and playground. An accessible
open space is needed near the community gathering area closest to Zaragosa Road on the north side.
The Site Plan and the Parking Calculation Worksheet have been revised.

7. Building Plans: The building floor plans must include a square footage tabulation of any breezeways, corridors, porches, patios, corridors, utility closest, and any other square footage not included in net rentable area. Please provide or clarify its location.
   Included in the matrix on the Site Plan.

8. Financing Narrative: The exhibit includes a $500 contribution from the City of El Paso. However, there is no commitment letter or resolution reflecting the contribution. Clarify the discrepancy.
   The $500 was included in the narrative in error. The narrative has been revised to delete the reference to the $500.

9. Financial Feasibility: I don’t find a letter from the Third Party construction or permanent lender.

   We have attached an updated letter from Sterling Bank that includes the language referenced above. However, we would like to point out that AEP, the equity provider for Augusta, did provide the required language in their financial feasibility letter for the application.

   Section 11.9(e)(1) states “In addition to the signed pro forma, a lender approval letter must be submitted…” Since lender is not a defined term and this section of the rules does not specifically state the letter must be from the construction or permanent lender, we believe that the AEP lender letter meets the intent of the rules.

   Additionally, AEP being the equity provider has a larger percentage of the cost of the development and in real life has more say in the development process than the construction or permanent lender. AEP is also putting funds in during construction and can be considered a construction lender.

10. Site Design and Development Feasibility Report: I don’t find the acknowledgement that the Department may publish the full report on the Department’s website, release the report in response to a request for public information, and make other use of the report as authorized by law.
   Cover page of the revised report.

11. Site Design and Development Feasibility Report: Clarify the site development permitting process and timing as well as any associated fees.
    Located on page 13 of the revised report.

12. Site Design and Development Feasibility Report: Clarify whether there are any anticipated impact fees.
    Located on page 14 of the revised report.

Should you need further clarification or correction, please do not hesitate to contact me.

Sincerely,

Robbye G. Meyer
Principal, Managing Member
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>10</td>
<td>6.14</td>
<td>NA</td>
<td>10</td>
</tr>
</tbody>
</table>

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

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

Site control and ESA used survey. Architect did not have survey and estimated the land amount. The actual site is 6.14, The rest of the acreage will be use for future development.

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>River Oaks Properties, L.P.</td>
<td>Jim Payne</td>
</tr>
<tr>
<td>7568 N. Mesa</td>
<td></td>
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</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>El Paso</td>
<td>TX</td>
<td></td>
<td>79912</td>
<td>1/31/2005</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain:

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

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

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>All listed above</td>
<td>None</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

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

Expiration of Contract or Option: 11/8/2019  
Anticipated Closing Date: 9/8/2019

Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).

The Property has the following encumbrance(s):

3. **Ingress/Egress and Easements [9% and 4% HTC Only] [10 TAC §11.204(10)(D)]**

If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

- NA Evidence of an easement, leasehold, or similar documented access; and
SECOND AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

This Second Amendment to Commercial Contract – Unimproved Property (this "Second Amendment") is entered into and is effective this 8th day of April, 2019 (the “Second Amendment Effective Date”) by River Oaks Properties, Ltd. ("Seller") and Villas at Augusta, Ltd. (“Buyer”), in order to amend that certain Commercial Contract – Unimproved Property dated effective January 8, 2019 (the “Original Contract”); which has been amended by that certain First Amendment to Commercial Contract-Unimproved Property (the “First Amendment”); (the Original Contract and the First Amendment shall hereinafter collectively be referred to as the “Contract”); in relation to certain property located in El Paso County, Texas, being more particularly described in the Contract (the “Property”), under the following terms and conditions:

Buyer and Seller, for good and valuable consideration, the receipt of which is acknowledged, agree to amend the Contract as follows:

1. The “Feasibility Period” under Paragraph 7B will end on July 31, 2019 instead of ninety (90) days after the Effective Date (i.e. April 8, 2019).

2. Paragraph 7B(2), Paragraph 12A and Paragraph 12B shall be deleted in their entirety.

3. Upon the execution of this Second Amendment and delivery of same to the title company, it is agreed by all parties that the earnest money in the amount of $25,000.00 shall be immediately released to the Seller. Buyer and Seller agree that notwithstanding any termination of the Contract the earnest money shall be non-refundable to Buyer, but shall be applicable to the Sales Price when and if the Closing occurs.

4. The first sentence of Paragraph 10(C) is hereby deleted in its entirety and is replaced with the following:

"At closing, Seller will execute and deliver, at Seller’s expense a special warranty deed."

5. The Paragraph “Subdivision Plat/Approval and Recordation” contained in the Addendum to Commercial Contract – Unimproved Property which is attached to and incorporated into the Contract is hereby deleted in its entirety and is replaced with the following:

“Each of Seller’s and Purchaser’s respective obligation to close the sale of the Property under this Contract is further expressly subject to and conditioned upon Seller’s receipt, on or before the Closing Date, of either (i) written confirmation from the City of El Paso, Texas (the “City”) that a subdivision plat is not required to be completed for the sale of the Property to Buyer, or (ii) if a subdivision plat is required by the City of El Paso in order to complete the sale of the Property to Buyer, written confirmation of the City’s and any and all other governmental..."
bodies’ approvals (the “Subdivision Approval”) required to record a subdivision plat of the Property (the “Subdivision Plat”) in the land records of El Paso County, Texas, which Subdivision Plat which will substantially conform to a site plan (the “Site Plan”) prepared by Buyer with such additional terms and conditions, if any, approved by Seller, such approval not to be unreasonably withheld, conditioned or delayed. As used herein, the term “Subdivision Approval” includes, without limitation, (i) the execution of a Resolution by the City of El Paso Planning Commission approving the Site Plan and Subdivision Plat; and (ii) the written approval of the City Engineer of the City of El Paso approving all subdivision improvement plans required for the Subdivision Plat. Seller agrees to allow Buyer to submit Buyer’s Site Plan and the Subdivision Plat, if required, to the City in accordance with Buyer’s approved plans and, subject to the Entitlement Procedure below. Seller shall use commercially reasonable, diligent efforts to assist Buyer, in Seller’s name, to pursue and obtain final Subdivision Approval prior to Closing Date. Buyer shall be responsible for all costs associated with the Site Plan, Subdivision Plat and Subdivision Approval including but not limited to any traffic impact studies and improvements required by the City. Seller and Buyer shall each reasonably cooperate with the other in connection with such efforts. Seller and Buyer acknowledge and agree that notwithstanding any termination of the Contract pursuant to this Paragraph, the earnest money, additional earnest money and any extension fee is non-refundable to the Buyer.”

6. The Paragraph “Easements” contained in the Addendum to the Commercial Contract – Unimproved Property which is attached to and incorporated into the Contract is hereby deleted in its entirety and is replaced with the following:

“Easements. On or prior to the Closing Date, (the “Easement Agreement Period”), the parties will agree upon the terms, including location, of certain access, storm water drainage and utility easements (the “Easements”) related to the future development and use of the Property and Seller’s Adjacent Property. The parties shall negotiate in good faith on the location, terms and conditions of the Easements. In the event the parties have not agreed upon the Easements prior to the expiration of the Easement Agreement Period, either Buyer or Seller may terminate this Agreement by written notice to the other prior to the expiration of the Easement Agreement Period. Once agreed upon, the Easements will be appended hereto as Exhibit “B” in the form of each of such Easements. At Closing, Seller and Buyer agree to execute and deliver each of the Easements in substantially the form set forth in Exhibit “B”, when attached. Seller and Buyer acknowledge and agree that notwithstanding any termination of the Contract pursuant to this Paragraph, the earnest money, additional earnest money and any extension fee is non-refundable to the Buyer.”

7. All other time periods contained in the Contract which are tied to or related to the Easement Agreement Period and the Feasibility Period will be calculated based upon the new Easement Agreement Period and the Feasibility Period referenced in this Second Amendment.
8. Capitalized terms used in this Second Amendment, not otherwise defined, shall have the same meaning as in the Contract.

9. Except as amended in this Second Amendment, the terms and provisions of the Contract shall remain in effect.

10. This Second Amendment may be executed in multiple counterparts, and with facsimile signatures, which collectively, will be construed as an original.

[Signatures continued on following pages]
SELLER:

RIVER OAKS PROPERTIES, LTD.

By: River Oaks Asset Management, Inc.
Its: General Partner

By: 
Name: Adam Z. Frank
Title: President

(Signature contained on the following page)
BUYER:

VILLAS AT AUGUSTA, LTD.,
a Texas limited partnership

By: Investment Builders, Inc.,
a Texas corporation
Its: General Partner

By: [Signature]
Name: Ike Monty
Title: President
Exhibit "B"
Form of Easement Agreement

[To be inserted when finalized]
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.

ADA Design Manual, Ch. 2, Sec. 208:  

FHA Design Manual Page 2.23:  

Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Office / community building</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Playground</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Gathering areas</td>
<td>4</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 6
Accessible Parking for Residential Units

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

Enter the information indicated below.

| Total dwelling Units in the Development: | 104 |
| Total surface parking spaces: | 123 |
| Total carports: | 104 |
| Total garages: | 0 |
| Total parking spaces of all types: | 227 |
| Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): | 6 |
| Total of all types of parking spaces that serve dwelling units: | 221 |
| APSs for mobility accessible units (5% of unit count, if spaces are sufficient): | 6 |
| Parking spaces that serve dwelling units in excess of one per unit (if applicable): | 117 |
| APSs required in excess of one per mobility accessible unit: | 3 |
| **Total APSs required (including dwelling units and facilities/amenities):** | 230 |

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

**Distribution of APSs Among the Various Types of Parking**

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 3

Minimum number of carports that must be APSs: 12

Number of garages that must be APSs: 0

**APSs that Must Be Van Spaces**

**Total Van APSs required, including all types of spaces:** 3

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

Minimum number of carports that must be van APSs: 2

Minimum number of garages that must be van APSs: 0

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

Signature: [Signature]

Printed Name: Frederic Dalbin

Date: 6/24/19

Firm Name (if applicable): Wright & Dalbin Architects, Inc.
2019 Financing Narrative for Villas at Augusta - Schedule of Sources

Financing for the project will be provided by the following funding sources:

(A) Construction Loan from Sterling Bank.
(B) Permanent Loan from Sterling Bank.
(C) Completion and Stabilization Deposits required by permanent lender.
(D) Third Party Equity from Affordable Equity Partners, Inc.
(E) Deferred Developer Fee from the project Developer.

Description of funding sources:

(A) Construction phase funding will consist of a conventional variable rate full recourse construction loan for the amount of $12,920,000 for a term of 24 months. Funds will be drawn from this loan as needed at closing on or about 02/01/2020 and continuing monthly to construction completion 18 months later on or about 07/31/2021. Monthly interest only payments will be calculated on the drawn balance at an annual variable rate based on the 30 Day LIBOR plus 300 basis points (currently 2.48% plus 3.00% for a 5.48% total rate) with a floor of 6.00%. We are projecting an average rate of 6.00% annually. Additional construction phase funds will be provided from contributions of 20% of the total tax credit equity (described in item E) as well as the deferral of a portion of the developer fee earned during the construction phase. The construction loan will be paid off with proceeds from the permanent loan described below as well as tax credit equity contributed at project stabilization.

(B) Once the project has stabilized on or about 11/30/2020, permanent financing will be provided by a conventional non-recourse loan under the Freddie Mac Affordable Housing Loan Program in the amount of $4,280,000 at an estimated annual fixed rate of 5.50% based on the 10 Year U.S. Treasury Yield (currently 2.66% but projected to be 3.00% at time of commitment) plus an estimated spread of 250 basis points. Principal and interest payments will be due monthly based on a 35 year amortization period. The loan term will be 15 years and a balloon payment will be paid at maturity from refinancing proceeds.

(C) In compliance with the Freddie Mac Affordable Housing Loan Program, the borrower is required to make a 5% Completion Deposit and a 2% Stabilization Deposit at partnership closing on or about 02/01/2020. The deposits are based on the permanent loan amount and $214,000 will be released at completion and $85,600 will be released at stabilization. The total of $299,600 is shown on both the Schedule of Sources and the Development Cost Schedule.

(D) Additional construction and permanent funding of $13,498,650 will be provided by LIHTC syndication proceeds contributed at various stages of project completion. The proceeds are based on a price of $0.90 per credit for 99.99% of the requested annual tax credit allocation of $1,500,000 for 10 years.

(E) Finally, the owner will defer a portion of the developer fee (less than 50% of the total fee) to provide the balance of the amount necessary to fund the project. The deferred fee will be fully paid from the operating cash flow of the project during the initial 15 year compliance period.
June 25, 2019

Mr. Ike Monty
Investment Builders, Inc.
7400 Viscount, Suite 109
El Paso, TX 79925

RE: Villas at Augusia
104 LIHTC Units
El Paso, El Paso County, Texas

Dear Mr. Monty:

Sterling Bank has accepted your request for credit on the above captioned subject to the following terms and conditions:

**Construction Bridge Loan Proposal:**

*Amount:* Up to $12,920,000.00

*Type:* Construction Draw

*Term:* Not to exceed 24 months

*Repayment:* Monthly interest on the then outstanding principal; Balance at maturity.

*Rate:* 6.00%

*Origination Fee:* 1.00%

*Commitment Fee:* N/A

*Security:* Subject to Program or Agency

A) Assignment of Borrower’s interest in the limited partnership, including but not limited to capital contributions

B) Assignment of General Partner interest in the limited partnership.

C) First Deed of Trust with Assignment of Rents on the subject property and improvements to be constructed thereon, legal description to govern
Perm Loan Proposal

Amount: Up to $4,280,000.00

Type: 35-Year Amortization

Term: 15 Years

Repayment: Monthly principal & interest payments.

Rate: 5.50% fixed

Origination Fee: 1.00% of loan amount

Commitment Fee: N/A

Security: First Deed of Trust with Assignment of Rents on the subject property and improvements to be constructed thereon, legal description to govern.

Borrower: Villas at Augusta, Ltd.

General Partner: Investment Builders, Inc.

Guarantors: TBD

Insurance: Borrower agrees to maintain insurance coverage on the collateral securing this loan in an amount and form satisfactory to Sterling Bank. Said policy shall include an endorsement acceptable to and naming the Bank.

Title Insurance: Borrower shall provide to bank a title insurance policy on the property in an amount and form satisfactory to Sterling Bank. The Bank shall be named in the title policy and the policy shall contain no exceptions not previously approved by the Bank, which in Sterling Bank’s opinion shall be considered detrimental to the Bank.

Closing Documents: All closing documents are subject to review and approval of Sterling Bank and its attorney’s.

Escrow Disbursement: All funds shall be disbursed in a form and manner acceptable to Sterling Bank.
Advances Under this proposed Agreement are subject to:

1) Credit and economic conditions being acceptable to the Bank on an ongoing basis.
2) Borrower’s observance of all requirements state in this proposal.
3) Borrower’s compliance with the provisions of all applicable program loan documents now or hereafter in effect between the Bank, federal and/or state agencies, and borrower.
4) Borrower’s compliance with and any and all provisions, rules and/or regulations of applicable Federal and/or State Housing Program(s).

Other Conditions:

A) This proposal is non-assignable
B) Full and complete adherence with any and all applicable state and/or federal agencies program rules, regulations and/or requirements.
C) Applicable Credits are syndicated to a company and price acceptable to Sterling Bank: Investment Limited Partner enters Limited Partnership with capital contributions and terms acceptable to Bank
D) Borrower agrees from time to time, upon written request of the Bank to provide current financial statements and current copies of recent Federal income tax returns.
E) Guarantor(s) agree to provide the same financial information as listed above upon written request of Sterling Bank.
F) Subject to Board or Loan Committee Final Approval.
G) Deposit of all project-related reserve accounts at Sterling Bank.
H) Appraisal no greater than 12 months old required prior to close of financing – values to include as-is, as completed and as stabilized with both market-rate and restricted rents.
I) A Phase I environmental review will be required prior to close of financing.
J) Affirmative and negative covenants applicable to the Borrower and which are customary and typical of this transaction will be required.
K) Representations and warranties of Borrower which are customary and typical of this transaction will be required.

Closing Costs: All closing costs, including but not limited to: insurance, flood letter, recording fees, title insurance, survey and attorney fees, if any, shall be paid by borrower in advance or at closing.

This proposal supersedes all prior agreements, conversations and understandings relating to the subject matter hereof. Oral agreements or commitments to loan money, extend credit, or forbear from enforcing repayment of a debt, are not enforceable. The proposal contained herein is the complete and exclusive agreement between the borrower and the Bank. Any change in terms or conditions subsequent to this proposal must be in writing, signed by an officer of the Bank and acknowledged in writing by the borrower. Sterling Bank reserves the right to withdraw this availability if any of the terms and conditions stated herein is not fulfilled.
This proposal does not constitute and shall not be constructed as a formal commitment to lend or provide financing, and it remains in the bank's sole discretion to lend or provide financing with these terms or others.

This proposal expires December 31, 2019, unless extended by the Bank in writing.

I have received and reviewed the 15-year pro forma for Villas at Augusta located in El Paso, Texas. The attached pro forma, which has been prepared and executed by an authorized representative of Sterling Bank projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower.

The attached pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to Sterling Bank's due diligence review.

Additionally, Sterling Bank has performed a preliminary review of the credit worthiness of Villas at Augusta, Ltd., and its principals, Investment Builders, Inc. and Ike Monty. At this time, Sterling Bank has no reservations with any of the Principals of the borrower.

Sincerely,

Philip M. Minden
Executive Vice President
By signing below and returning one signed copy of this proposal, you hereby accept the above terms and conditions.

Accepted this __________ day of ________________, 2019

For: Villas at Augusta, Ltd.

By: Investment Builders, Inc.

By: _____________________________
    Ike Monty, President
Engineering Report

Villas At Augusta, Zaragoza Rd., El Paso, Texas

Owner: Investment Builders, Inc.

Prepared by: Georges Halloul, P.E.

February 2019

All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law.
Article I. Contents

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abstract

This study is intended to assist the owner/developer in meeting the 2019 HTC requirements for an engineering Analysis of the proposed development. The study will assess the existing conditions of the site.

limitations

This report has been prepared for the exclusive use of Investment Builders, Inc., and its consultants for evaluation purposes and does not contain information for other parties or other uses. Mr. Ike Monty authorized this study on January 2019 during our regular weekly meetings.

The results submitted in this report are based on data obtained from the following sources:

1. SLI Engineering, Inc.
2. The EL Paso County
3. Texas Department of Transportation
4. Investment Builders, Inc.
5. Field data collected during the study

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.

Introduction

Investment Builders Inc. is preparing an application for a Tax Credit Development consisting of 267,676 square feet, and a commercial center consisting of 87,549 square feet, located along N. Zaragoza Road on the far east side of El Paso Texas. The proposed development will include 104 units with a combination of 1, 2, 3 and 4 bedrooms, and a club house. There are 12 (1-bedroom) units, 44 (2-bedroom) units, 44 (3-bedroom units) and 4 (4-bedroom) units. In addition to the units, the developer is building a common center consisting of 1,262 square feet. The development requires 196 parking spaces and the developer is providing 228 parking spaces to include 14 accessible parking spaces. The site does not appear to have any onerous development requirements. It is fronting an arterial street, with utilities nearby, the soil condition is acceptable, and access is available and no problematic visible issues. The site identification number is L62099902300100
Existing Conditions

Site Location
The proposed site consists of a parcel of land located East El Paso, El Paso County, Texas. The parcel is shown on the following exhibit.

Figure 1: General Location of Site
The site is bound by vacant residential land along the east boundary, residential along the southern boundary, Zaragoza Road along the northern boundary and Vacant commercial to the west.

![Figure 2: Site Location](image)

**Site Description**

**Platting Determination & Physical Boundary**

The site is subdivided. The legal description is Portion of Lot 1, Block 23, Lomas Del Este Subdivision, El Paso, El Paso County Texas.

**Zoning and Proposed Uses:**

The site is zoned C-4, c, Commercial that permits the development. The following exhibit is obtained from the City of El Paso Zoning Map.

There is a zoning contract associated with the site. Further, that the property be subject to the following conditions, which is necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:
a. That a detailed site development plan be reviewed and approved per the El Paso City Code in effect at the time of submittal of the application for detailed site development plan review, prior to the issuance of any building permits; and,

b. That a twenty-five foot (25') wide landscape buffer with high profile native trees be placed at ten feet (10') on center, and if Mondale pine trees, fifteen feet (15') on center, be required along the property line abutting any residential zone prior to the issuance of any certificate of occupancy for this Parcel."

**Figure 3 : Zoning Designation**

**PROPERTY Tax Information and millage rates**

The site Parcel (Property) Identification Number is L62099902300100, as assigned by the Central Appraisal District.

As per the Consolidated Tax Office, City of El Paso, the proposed site is subject to property-tax levies from a total of five taxing entities:

1. City of El Paso 0.843332
2. El Paso County 0.47819
3. University Medical Center 0.251943
4. El Paso Community College 0.140273
5. Socorro Independent School District 1.380594

The millage rates provided above are based on 100 percent assessed valuation and are expressed per $100 of value:

Flood zone
The site is located in Flood Zone X, areas determined to be outside the 100 year flood as per FIRM No. 480212 0175 B dated September 4, 1991.

Figure 7 Flood Zone Designation, Source FEMA Firm Maps.
DEVELOPMENT ORDINANCES
The site will be developed as per the “City of El Paso – Subdivision and Development Plats Ordinance”.

Survey
The survey prepared by SLI engineering, Inc. shows a frontage of 1,138.66 feet along Zaragoza Road and 732.21 feet along Augusta Dr. The site is 10.00 acres. There are several easements associated with the site:

➢ Utility Easement. This easement is 30 feet wide and it is used to extend overhead lines across the site. The easement is located along the northern property line. Parking is allowed within the easement.
➢ Utility Easement. This easement is 20 feet wide and it is used to extend utilities lines across the site. The easement is located along the southern property line. Parking is allowed within the easement.
Geotechnical review

The General Soil Map for El Paso County issued by the U. S. Department of Agriculture Soil Conservation Service classifies the site in the Hueco Wink Association (HW), 100%

This soil is Nearly level and gently sloping soils that have a fine sandy loam subsoil and are moderately deep over caliche; in the Hueco Bolson.

This association occupies a large area consisting mainly of nearly level and gently sloping soils in the Hueco Bolson. The Hueco soils typically have a brown loamy fine sand surface layer, about 4 inches thick, that is mildly alkaline and noncalcareous. The subsoil is brown and yellowish-brown, calcareous fine sandy loam about 22 inches thick. At a depth of 26 inches, there is a layer of indurated caliche about 32 inches thick. This soil is suitable for the development.

A site-specific soils test using samples from on site would be required to obtain more specific and/or detailed information.
Proposed development

The following exhibit is the proposed site plan showing the proposed layout of the buildings. The plan materially adheres to all applicable zoning, site development, and building code ordinances.

Figure 4: proposed site plan
Utilities
Domestic Water
Within the Lomas Del Este Subdivision along Augusta Dr., there is an existing eight (8) inch diameter water main. This main is a stub out from a main line along John Hayes Dr. This stub out has to be extended to the site along an existing 20 ft easement at the south side of the property. Service to the subject Property is anticipated by means of a water main extension to connect the above-mentioned mains.

The owner is responsible for the cost of the extension.

Figure 5: Domestic Water Main Line Location, Source El Paso Water
Sanitary Sewer Service:
There is an existing twelve (12) inch diameter sanitary sewer main stub-out. This stub-out dead-ends approximately at the boundary line of the subject Property. This main is available for main extensions.

Service to the subject Property is anticipated by means of sanitary sewer main extensions from the described main stub-out. The connection might require a special design in order to accommodate the depth of the existing sewer line.

Easements will be required to accommodate the proposed main extensions.

Figure 6: Sanitary Sewer Main Line Location, Source El Paso Water
There is electric overhead line located along the easterly property line. This line will be used to extend electrical service line to the proposed development. Electric Service will be provided by the El Paso Electric Company.

Telephone service will be provided to the site along with the electric service. The Service is provided by Southwestern Bell.

Gas service is also available nearby the site.

**FIRE DEPARTMENT REQUIREMENTS**

It appears that there are not any off-site Fire Department requirements. The site will be developed as per “2015 International Fire Code”.

**Off Site Requirements**

The off-site costs consist of constructing sidewalks along Zaragoza Road, 2 deceleration lanes on Zaragoza Road and the sidewalks along Augusta Dr. Our opinion of the cost is shown in the following table:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalks</td>
<td>1,375</td>
<td>SY</td>
<td>$30</td>
<td>$41,250</td>
</tr>
<tr>
<td>Deceleration Lanes</td>
<td>2</td>
<td>Ea</td>
<td>$40,000</td>
<td>$80,000</td>
</tr>
<tr>
<td>Install Fire Hydrant</td>
<td>2</td>
<td>Ea</td>
<td>$27,000</td>
<td>$54,000</td>
</tr>
<tr>
<td>Extend Water Main</td>
<td>600</td>
<td>LF</td>
<td>$100</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

**SUBTOTAL**

$235,250

*Table 1: Off-Site Opinion of Cost*

**On-site requirements**

The onsite requirements are typical of any development
Ingress and egress requirements
The site will have 3 access points. The site plan shows 2 proposed driveways off Zaragoza Rd. and 1 proposed driveway off Augusta Dr. We recommend coordinating the location of the driveways with the Texas Department of Transportation.

Drainage and detention/retention requirements
Proposed Drainage
The site is included within the master drainage plan of the Lomas Del Este Subdivision. The Storm Water runoff will be collected in an existing inlet and be transported into the existing pond located just south of the site.

Required approvals
The site is already a portion of a legal subdivision. There will not be a need to subdivide.

A building permit has to be obtained from the City after their review. This process might take 21 working days plus or minus depending on the amount of details needed.

Other necessary fees
The City of El Paso Engineering and Construction Department has an established Building Permit process and also has a Customize Plan Review process to expedite the permit in cases where this is desired. The Building Permit Fee for the standard process will depend on the scope and value as follows:

For Structural repair work costing over five hundred dollars ($500.00) and less than fifteen thousand dollars ($15,000.00), all repair work, new work and remodeling with a valuation up to and not including fifteen thousand dollars and requiring plans and plan review, the fee shall be one hundred sixty dollars and forty-nine cents ($160.49) plus plan review fee and applicable technology fee.

For a valuation from fifteen thousand dollars and including one hundred thousand dollars, the fee shall be one hundred sixty-one dollars and twelve cents ($161.12) for the first fifteen thousand dollars plus eight dollars and forty-eight cents ($8.48) per thousand for each additional thousand or fraction thereof by which the valuation exceeds fifteen thousand dollars plus plan review fee and applicable technology fee.
For a valuation over one hundred thousand dollars up to and including five hundred thousand dollars, the fee shall be eight hundred thirty-seven dollars and forty cents ($837.40) for the first one hundred thousand dollars, plus six dollars and thirty-six cents ($6.36) for each one thousand dollars or fraction thereof by which the valuation exceeds one hundred thousand dollars plus plan review fee and applicable technology fee.

For a valuation over five hundred thousand dollars up to and including one million dollars, the fee shall be three thousand one hundred twelve dollars and seventy-two cents ($3,112.72) for the first five hundred thousand dollars plus three dollars and twenty eight cents ($3.28) for each one thousand dollars of fraction thereof by which the valuation exceeds five hundred thousand dollars plus plan review fee and applicable technology fee.

For a valuation over one million dollars, the fee shall be four thousand seven hundred fifty-eight dollars and thirty-four cents ($4,758.34) for the first one million dollars plus two dollars and twelve cents ($2.12) for each one thousand dollars of fraction thereof by which the valuation exceeds one million thousand dollars plus plan review fee and applicable technology fee.

*There will not be any impact fees associated with the site. However, there will some annexation fees placed on water and sewer connections. The fees are based on this table:*

<table>
<thead>
<tr>
<th>Year 2019</th>
<th>Meter size</th>
<th>Demand (GPM)</th>
<th>EASTSIDE Annexation fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Less than 1&quot;</td>
<td>15</td>
<td>850.00</td>
</tr>
<tr>
<td></td>
<td>1&quot;</td>
<td>37</td>
<td>2,115.00</td>
</tr>
<tr>
<td></td>
<td>1 1/2&quot;</td>
<td>75</td>
<td>4,281.00</td>
</tr>
<tr>
<td></td>
<td>2&quot;</td>
<td>120</td>
<td>6,849.00</td>
</tr>
<tr>
<td></td>
<td>3&quot;</td>
<td>240</td>
<td>13,698.00</td>
</tr>
<tr>
<td></td>
<td>4&quot;</td>
<td>375</td>
<td>21,403.00</td>
</tr>
<tr>
<td></td>
<td>6&quot;</td>
<td>750</td>
<td>42,806.00</td>
</tr>
<tr>
<td></td>
<td>8&quot;</td>
<td>1400</td>
<td>79,620.00</td>
</tr>
<tr>
<td></td>
<td>10&quot;</td>
<td>2000</td>
<td>113,865.00</td>
</tr>
</tbody>
</table>
Building Design Codes and Ordinances:
The Villas at Augusta Apartment Complex design will comply with all of the current and adopted building codes and local ordinances. The City of El Paso has adopted and is currently using the following codes and ordinances:
2015 International Building Code
2015 International Plumbing Code
2015 International Mechanical Code
2015 International Fire Code
2015 National Electric Code
2015 International Energy Conservation Code
Texas Accessibility Code
Uniform Federal Accessibility Standards
City of El Paso Ordinance No. 017413
City of El Paso Landscape Ordinance 18.46

APPENDIX A : SURVEY
APPENDIX B: SITE PLAN
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

#### 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
- [ ] Wt. Capacity

<table>
<thead>
<tr>
<th>Number of Parking Spaces</th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td>104</td>
<td>104</td>
</tr>
<tr>
<td>Detached Garage Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td>123</td>
<td></td>
</tr>
<tr>
<td>Uncovered Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Floor Composition/Wall Height:

- [ ] 100% Carpet/Vinyl/Resilient Flooring
- [ ] 8' Ceiling Height
- [ ] 6% Ceramic Tile
- [ ] Upper Floor(s) Ceiling Height (Townhome Only)
- [ ] % Other

#### Description:

A A A QPA B BB QPXB QPXC

1 3 3 2 3 3 2 2

1 2 1 965 1 1 965 1 1 965

3 3 2 1,179 1 1 1,179 1 1 1,179

4 4 2 1,426 1 1 1,426 1 1 1,426

#### Totals

- [ ] 36
- [ ] 12
- [ ] 8
- [ ] 18
- [ ] 14
- [ ] 12
- [ ] 4
- [ ] -
- [ ] -
- [ ] -
- [ ] 104
- [ ] 109,412

Net Rentable Square Footage from Rent Schedule

<table>
<thead>
<tr>
<th>Building Label</th>
<th>A</th>
<th>AA</th>
<th>QPA</th>
<th>B</th>
<th>BB</th>
<th>QPXB</th>
<th>QPXC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Stories</td>
<td>3</td>
<td>3</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Number of Buildings</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

**Note revised definition of "Common Area" at 10 TAC §11.1 (d)(22).**

### 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: 6/25/2019
ASSIGNOR: Davis Street Corporation
7400 Viscount, Suite 109, El Paso, TX 79925

ASSIGNEE: Villas at Augusta, Ltd

Address: 7400 Viscount Boulevard, Suite 109, El Paso, TX 79925
Phone:
Fax:

SELLER: River Oaks Properties, LTD
7568 N Mesa, El Paso, TX 79912

PROPERTY: N Zaragoza Road at Augusta Drive, El Paso, TX 79936
10 acres of Land, being part of Lot 1, Block 23, Lomas Del Este Subdivision, City of El Paso, El Paso County, Texas

CONTRACT: A Commercial Contract - [x] Unimproved Property [ ] Improved Property executed by Assignor (as Buyer) and Seller concerning the Property, having an effective date of January 8, 2019.

For and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by Assignee to Assignor, Assignor hereby assigns Assignor’s interest in the Contract, including Assignor’s interest as Buyer and Assignor’s interest in the earnest money in the amount of $25,000.00 to Assignee, and Assignee hereby assumes all of Assignor’s responsibilities and obligations associated with Assignor’s interest in the Contract.

SPECIAL PROVISIONS: Pursuant to Paragraph 22.E of the Contract, Buyer has the unrestricted right to assign the Contract to a Buyer, so long as Buyer assumes all of Assignor’s liability and obligations in said Contract. Seller’s signature herein is not required.

This Assignment shall be effective as of January 8, 2019.
Commercial Contract Assignment concerning: **N Zaragoza Road at Augusta Drive, El Paso, TX 79936**

**Assignor:** Davia Street Corporation

7400 Viscount, Suite 109, El Paso, TX 79925

By: ____________________________

By (signature): [Signature]

Printed Name: Tae J. Moon

Title: President

Date: 1/8/2019

**Assignee:** Villas at Augusta, Ltd

By: ____________________________

By (signature): [Signature]

Printed Name: [Signature]

Title: President, Investment

Date: 1/8/2019

By (signature): [Signature]

Printed Name: [Signature]

Title: President, Investment

Date: 1/8/2019

By (signature): [Signature]

Printed Name: [Signature]

Title: President, Investment

Date: 1/8/2019

**Seller consents to the assignment of Assignor’s interest in the Contract to Assignee.**

**Seller:** River Oaks Properties, Ltd

7568 N Mesa, El Paso, TX 79912

By: (Not Required)

By (signature): [Signature]

Printed Name: [Signature]

Title: ____________________________

Date: ____________________________

By: ____________________________

By (signature): [Signature]

Printed Name: [Signature]

Title: ____________________________

Date: ____________________________

(TAR-1943) 4-1-14
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:** River Oaks Properties, **LT**

Address: 5678 N Mesa St, El Paso, TX 79912-5425  
Phone: (915)225-5709  
Fax:  
E-mail: jpayne@riveroaksproperties.com  
Other:  

**Buyer:** Davis Street Corporation

Address: 7400 Viscount Blvd Ste 109, El Paso, TX 79925-4820  
Phone: (915)694-2141  
Fax:  
E-mail: rlopez@bltoday.com  
Other:  

**PROPERTY:**

"Property" means that real property situated in El Paso County, Texas at North Zaragoza Road, El Paso, TX (address) and that is legally described on the attached Exhibits or as follows:

Approximately 10 acres of land, being a portion of Lot 1, Block 23, Lomas Del Este, City of El Paso, El Paso County, Texas

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: $1,742,400.00
2. Sum of all financing described in Paragraph 4: $1,742,400.00
3. Sales price (sum of 3A(1) and 3A(2)): $1,742,400.00
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application.pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Department 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